



AGENDA

Tuesday, December 15, 2020

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 response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. 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 Legal Counsel – anticipated litigation, significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code sec. 54956.9 – one potential case
- b. Conference with Legal Counsel, four case of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9: (1) Appeal No. A-3-MRA-19-0034 by California American Water Company, et. al., to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project; (2) City of Marina and Marina Groundwater Sustainability Agency v. County of Monterey; Monterey County Board of Supervisors; County of Monterey Groundwater Sustainability Agency; California Department of Water Resources (DWR); and Director Karla Nemeth in her official capacity, Monterey County Superior Court Case No. 19CV005270; (3) City of Marina v. RMC Lonestar, RMC Pacific Materials LLC, California-American Water Company, Marina Coast Water District, and Monterey County Water Resources Agency, Monterey County Superior Court Case No. 20CV001387; and (4) California-American Water Company v. All Persons Interested in the Validity of the City of Marina Groundwater Sustainability Agency's Sustainability Plan for the Marina GSA Area of the 180-/400-foot Aquifer Subbasin; City of Marina; City of Marina Groundwater Sustainability Agency and does 1-50.

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. Dianne Ellis Proclamation
 - b. Central Coast Community Energy Presentation
 - c. Recreation Announcements
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 96520-96630 totaling \$847,438.79
Accounts Payable Successor Agency Check Number 58 totaling \$3,240.00
Wire transfers from Checking and Payroll for October 2020, totaling \$916,863.82
 - b. MINUTES: None
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS: None

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting Resolution No. 2020-, awarding construction contract to Ross Roofing & Construction Inc. of Marina, California for the Building 510 New Roof Project at the Marina Municipal Airport in the amount of \$165,000.00; and increasing appropriations in FY 2020-21 Airport Operations Fund 555 in the amount of \$115,243; and increasing appropriations in FY 2020-21 Budget, Airport Capital Projects Fund 460 in the amount of \$115,243; and authorizing Finance Director to make necessary accounting and budgetary entries; and authorizing the City Manager or designee to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney.
- (2) City Council consider adopting Resolution No. 2020-, approving a Conditional Airport Use Permit with Toyota Research Institute, Inc. for use of the unleased portion of the south tarmac at the Marina Municipal Airport for autonomous vehicle testing; and authorizing City Manager and Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.
- (3) City Council consider adopting Resolution No. 2020-, approving a Conditional Airport Use Permit for Skydive Monterey Bay, Inc. to use an interim parachute drop zone at the Marina Municipal Airport; and authorizing City Manager and Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.
- (4) City Council consider adopting Resolution No. 2020-, approving an Amendment to the Lease Agreement between City of Marina and New Cingular Wireless PCS, LLC., for the cell site located at 3262 Imjin Road, Building 515, at the Marina Municipal Airport; and authorizing Finance Director to make necessary accounting and budgetary entries; and authorizing City Manager to execute the Amendment to the Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: Nonei. MAPS: Nonej. REPORTS: (RECEIVE AND FILE): Nonek. FUNDING & BUDGET MATTERS: Nonel. APPROVE ORDINANCES (WAIVE SECOND READING): Nonem. APPROVE APPOINTMENTS: None9. PUBLIC HEARINGS: None

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. 2020-, City Council consider adopting Resolution No. 2020-, approving regular City Council meeting schedule for 2021 Calendar Year. ***Continued from December 1, 2020***
- b. City Council consider adopting Resolution No. 2020-, authorize the release of Request for Proposals (RFP) to qualified firms for on-call professional services in the disciplines of planning, architectural design, landscape architecture, civil engineering, traffic engineering, environmental services, construction management, and geotechnical engineering. ***Continued from December 1, 2020***
- c. City Council consider adopting Resolution No. 2020-, accepting a \$5,000 donation from the Calvary Baptist Church of Marina; and authorizing the Finance Director to make necessary accounting and budgetary entries. ***Continued from December 1, 2020***
- d. City Council consider placing on a future agenda for discussion the option of reallocating the funds from hiring a consultant to study the issues of systemic racism in the city, and instead using the same funds to do city-wide equity, inclusion, and diversity training for each city staff member (both full and part-time) and also including all council members, commissioners, and other individuals who represent the City of Marina in some capacity; and provide staff with any further direction in the matter. Step One of Two Step Process [Berkley] ***Continued from December 1, 2020***
- e. City Council consider adopting Resolution No. 2020-, approving agreements with Denise Duffy & Associates, Inc to 1) provide biological consulting services for fort Ord HMP compliance and 2) assist the City in acquiring a City-Wide 2081 Incidental Take Permit, and authorizing the finance director to make necessary accounting and budgetary entries, and authorizing City Manager to execute the agreements on behalf of the city, subject to final review and approval by City Attorney.
- f. City Council consider adopting Resolution No. 2020-, receiving a report of the Strategic Planning Workshop held on December 10, 2020 and adopting Two-Year Goals for 202 – 2023 and six-month strategic objectives through June 2021.
- g. Covid-19 Update
- h. City Council consider placing on future agenda City Grant Program. Placing on a future agenda for discussion the possibility of the City of Marina giving grants to Marina businesses rather than the current loan program to assist them in dealing with the impacts from COVID-19; and provide staff with any further direction in the matter. Step One of Two Step Process [Biala]

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, December 11, 2020.

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 at the City Clerk's Office during regular office hours and in a 'Supplemental Binder' at the meeting.

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 2020 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

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

CITY HALL 2020 HOLIDAYS
(City Hall Closed)

Winter Break -----Thursday, December 24, 2020-Thursday, December 31, 2020

2020 COMMISSION DATES

Upcoming 2020 Meetings of Design Review Board
3rd Wednesday of every month. Meetings are held at the Council Chambers at 6:30 P.M.
** = Change in location due to conflict with Council meeting

December 16, 2020

Upcoming 2020 Meetings of Economic Development Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 4:00 P.M.

December 17, 2020 (Cancelled)

Upcoming 2020 Meetings of Planning Commission
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

Upcoming 2020 Meetings of Public Works Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

**Upcoming 2020 Meetings of Recreation &
Cultural Services Commission**
1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

Upcoming 2020 Meetings of Marina Tree Committee
2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.



Proclamation

Recognizing the Retirement of Administrative Assistant Dianne Ellis Marina Police Department

WHEREAS, Administrative Assistant Dianne Ellis well and fatefully served the City of Marina for forty-two years, and;

WHEREAS, Ms. Ellis was hired by the City of Marina, Police Department on May 8, 1978 as a Records Technician, promoted to Police Department Secretary on July 1, 1983 and then promoted to Administrative Assistant on December 1, 1994, and;

WHEREAS, Ms. Ellis served in both the Police Department, Public Safety Department and eventually the Police Department again when the Public Safety Department split its combined police and fire services back to independent Police and Fire Departments, and;

WHEREAS, Due to her outstanding performance Ms. Ellis was recognized as the 1997 Employee of the Year by the members of the Public Safety Department, and;

WHEREAS, Ms. Ellis has consistently performed her duties in an outstanding manner, provided exemplary service to members of the Police Department, other City Departments and the public, and assisted six chiefs of police in transitioning into their positions with the Department.

NOW THEREFORE, this Council does hereby confer its highest commendation for the manner in which Administrative Assistant Dianne Ellis has performed her duties as a member of the Police Department, with special thanks for her professionalism and dedication to duty over the course of her career with the City of Marina. We wish Ms. Ellis all the best in her retirement and future endeavors,

IT IS HEREBY ORDERED that the City Clerk cause this Proclamation to be engrossed so that it can be presented to Administrative Assistant Dianne Ellis as an expression of the Council's appreciation for her dedicated service to the City of Marina.

Adopted this 15th Day of December 2020



Bruce C. Delgado, Mayor

City of Marina

Annual CCCE JPA Member Update

Tuesday, December 15, 2020



MBCP IS NOW



Central Coast Community Energy

Effective Sept. 4, 2020

New Tag Line: **“Clean Energy. Local Control”**

New Website: www.3cenergy.org

New Acronym: **3CE**



How Does CCA Work?

“A Partnership to support shared customers”

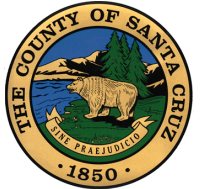
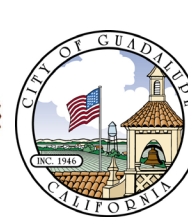


CCAs procure from
clean & renewable
energy resources

Investor Owner Utility
(PG&E or SCE)
transmits & distributes
the electrons

Same Service at
competitive prices

WHO WE ARE?



Central Coast
Community
Energy

3CE Governance

Policy Board:

Meets 4 Times Annually including Annual Meeting

Operations Board:

Meets 10 Times Annually including Annual Meeting

Community Advisory Council:

Meets 7 Times Annually including Annual Meeting

**County of
Santa Cruz**

**City of
Santa Cruz**

**City of
Watsonville**

**County of
Monterey**

**City of
Salinas**

**County of
San Benito**

**County of
Santa
Barbara**

**City of
Santa Maria**

**Coastal
Cities**

Marina*
Sand City
Seaside
Del Rey
Oaks

**Peninsula
Cities**

Carmel
Monterey*
Pacific
Grove

**Salinas
Cities**

Greenfield
Gonzales*
Soledad

**San Benito
Cities**

Hollister
San Juan
Bautista*

**Santa Cruz
Cities**

Capitola
Scotts
Valley*

**San Luis
Obispo
Cities**

San Luis
Obispo*
Morro Bay
Paso
Robles

**South
County
Cities**

Arroyo
Grande
Grover
Beach*
Pismo
Beach

**SB County
Cities**

Guadalupe*
Solvang
Buellton

**SB County
Cities**

Goleta*
Carpinteria

*City representative currently serving in a shared seat.

3CE Accomplishments



Local Choice

- 3Cchoice-clean and renewable offering
- 95% enrollment



Economic Vitality

- \$12 million - Energy programs
- Est. \$50 million - Customer savings
- \$25 million - Resiliency Fund



Local Support

- Contracts with Local Vendors
- 32 full time employees
- 2 offices - Monterey & San Luis Obispo



Clean Energy

- 450 MWs of Renewables - solar, wind, geothermal
- 200 MWs of battery storage
- Pathway to 100% clean and renewable



Financial Stability

- Received "A" Rating from S&P
- Over \$140 Million in Rate Stabilization Fund
- Service and Loans Paid Off

3CE Response to COVID-19

- Unanimous support from boards
- All customers benefit
- No action needed

3CE Responds to **COVID-19** with an Estimated **\$22m** in Deferred Customer Electricity Costs

Jan 1 – Apr 30, 20

7% Savings

3CE customers receive a monthly discount compared to PG&E rates

May 1 – Jun 30, 20

50% Off

All 3CE Electric Generation Charges

Jul 1 – Dec 31, 20

2% Savings

3CE customers will continue to save, monthly, compared to PG&E rates

3CE customers can expect a **50% rate reduction** on their May and June electric bills as a response to provide financial relief to all customers. 3ce.org/covid-response

50% of 3CE Electric Generation Charges deferred in May and June 2020

Cumulative bill reduction estimated \$22.4 Million

\$6.45 million for residential customers
\$10.95 million for commercial customer
\$5.03 million for agriculture customers



UPDATE ON ENERGY PROCUREMENT

Project Name (Executed PPAs)	Source	Generation Megawatt	Battery Megawatt	Location	Expected Online Date	Delivery Term (in years)
RE Slate (Recurent)	Solar + Storage	67.4	33.7	Kings County	06/30/21	17
BigBeau (EDF)	Solar + Storage	57.6	18.0	Kern County	12/01/21	20
Mammoth Casa Diablo IV	Geothermal	7.0		Mono County	12/31/21	10
Coso Geothermal Power	Geothermal	66.3		Inyo County	01/01/22	15
Rabbitbrush (First Solar)	Solar + Storage	60.0	12.0	Kern County	06/01/22	15
Yellow Pine (NextEra)	Solar + Storage	75.0	39.0	Clark County, Nevada	12/31/22	20
California Flats BESS	Battery Only		60.0	Monterey County	08/01/21	10
Aratina (8ME)	Solar + Storage	120	30	Kern County	04/01/23	20
TOTALS		453.3	192.7			

These contracts meet 35% of our annual energy demand



A photograph of several offshore wind turbines in the ocean under a clear blue sky. The largest turbine is in the foreground, with its three blades extending upwards. Two other smaller turbines are visible in the background to the left and further out in the water.

3CE's Pathway to Clean and Renewable Energy

- New Clean and Renewable Resources
 - 60% RPS Renewable by 2025
 - 100% RPS Renewable by 2030
- Acceleration of Electrification Programs and Evaluation of Distributed Energy Resources and Storage

3CE Energy Programs

Overview:

- 3% of gross revenue set aside in 2021 to focus on electrification and fuel-switching
- \$1.3 million in FY 18/19
- \$5.4 million in FY 19/20
- \$6.2 million in FY 20/21

Electrification in building and transportation sectors could result in \$3 billion of untapped revenue market wide

FY 20/21 Energy Programs



CAlLeVIP EV infrastructure Program - \$1.2 million



New Construction Electrification Grants - \$20k



School Bus Electrification - \$2.4 million



Agriculture Electrification - \$568k



Residential Electrification - \$324k



Residential Resiliency - \$1 million



Electrification Education Grants - \$308k



GHG inventories for member agencies - \$70k



Reach code incentive for member agencies - \$60k



General Support and Future Development - \$224k



Central Coast
Community
Energy

ENERGY PROGRAMS

\$25MM UNINTERRUPTIBLE POWER SUPPLY FUND PROGRAM

Are Your Operations Impacted by Power Outages?

Central Coast Community Energy (3CE) created the \$25MM Uninterruptible Power Supply (UPS) Fund Program to accelerate the adoption of reliable backup power for eligible public and private entities.

Responding to Community Needs

CCCE wants to help its customers maintain critical operations during prolonged power outages, such as those caused by PG&E Public Safety Power Shutoff events or other natural disasters.



The UPS Fund Program Provides Lower-Cost Financing to Help Deliver Energy Resiliency

Eligible critical facility types include:

Agricultural storage • Cooling centers designated by state or local governments • Data centers • Emergency operations centers • Emergency response providers • Fire stations • Grocery stores • Homeless shelters supported by federal, state or local governments • Jails and prisons • Libraries • Locations designated by PG&E to help during PSPS events • Medical facilities (hospitals, skilled nursing facilities, nursing homes, blood banks, health care facilities, dialysis centers, hospice facilities) • Police • Public and private gas, electric, water, wastewater or flood control facilities • Schools • Telecommunications • Traffic signals • **Other justifiable critical facilities will be considered for funding on a case-by-case basis. A written justification by applicant must be provided for facility**

Learn more or apply at 3Cenergy.org/ups-fund

UNINTERRUPTIBLE POWER SUPPLY (UPS) FUND

\$25 Million Total Investment

Public Sector (\$20 million) - Available now

- Low cost financial support
- Open to public customers i.e city and county governments, schools, hospitals, waste management, water districts
- Project funding, ownership, and asset management will be determined on a case-by-case basis

Private Sector (\$5 million in loan guarantee) - Launching soon

- Low-interest financing
- First-come, first-serve basis
- Funding loan at discretion of selected bank



Central Coast
Community
Energy



CITY OF MARINA BY THE NUMBERS

- 7,969 enrolled accounts
- 92.68% enrollment

City Accounts Savings

- 2018 - \$2,203
- 2019 - \$6,199

Community Savings

- 2018 - \$75,879
- 2019 - \$261,568



Central Coast
**Community
Energy**

Community Survey

- Rank JPA Goals
- Rank characteristics of energy programs
- Rank what local issues 3CE should consider when designing programs
- Provide additional priorities to consider (Optional)
- Provide program concept idea (Optional)

English Survey: <https://www.surveymonkey.com/r/3CEprograms>

Spanish Survey: <https://www.surveymonkey.com/r/Encuesta3CE>



A Unified Central Coast CCA

Key Updates:

- Satellite Office in San Luis Obispo
- Pathway to achieve 100% clean and renewable energy by 2030
- Leveraging Community Advisory Council for outreach and non-voting seat participation on Operations & Policy Boards
- Engaging with the community around development of future programs
- Enrollment of over 140k customers in 2021 & 2022 across 12 communities

Stay Connected with CCCE

www.3cenergy.org

 **info@3CEnergy.org**

 **1.888.909.6277**

 **@3CEnergy**

 **@3CEnergy**

 **@3CEnergyEnEspanol**

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AP Check Register 12-04-20

Bank Account: 905 - Chase - Checking

Batch Date: 12/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	12/04/2020	96520	Accounts Payable	A & J Russo		2,500.00
	Invoice		Date	Description		Amount
	002		12/01/2020	B514_Airport Fire Station_ Clean Up & Expand Parking Area		2,500.00
Check	12/04/2020	96521	Accounts Payable	Ace Hardware		81.09
	Invoice		Date	Description		Amount
	076847		11/23/2020	Pruner by pass & saw folding 11"		56.79
	076937		12/01/2020	Misc. Maintenance Supplies		24.30
Check	12/04/2020	96522	Accounts Payable	Aerial & Crane Experts, LLC		870.00
	Invoice		Date	Description		Amount
	20741		11/17/2020	Annual Inspection Lift - Unit 591		870.00
Check	12/04/2020	96523	Accounts Payable	Andersen's Lock & Safe, LLC		24.58
	Invoice		Date	Description		Amount
	40354		11/30/2020	Key Copies for Fuel Farm Pedestal		24.58
Check	12/04/2020	96524	Accounts Payable	AT & T		212.73
	Invoice		Date	Description		Amount
	11-14-20		11/14/2020	AT&T Billing/Alarm, EOC & PEBST Equipment-Citywide 11/14/20		212.73
Check	12/04/2020	96525	Accounts Payable	Michael Ball		253.00
	Invoice		Date	Description		Amount
	11-08-20		11/08/2020	Training/Per Diem - M. Ball 11/8/20		253.00
Check	12/04/2020	96526	Accounts Payable	Bear Electrical Solutions, Inc.		3,212.00
	Invoice		Date	Description		Amount
	11700		10/29/2020	Traffic Signal Maintenance - response		3,212.00
Check	12/04/2020	96527	Accounts Payable	Branch's Janitorial		2,235.00
	Invoice		Date	Description		Amount
	228072		11/23/2020	Janitorial Service-Police/Fire/Airport November 2020		2,235.00
Check	12/04/2020	96528	Accounts Payable	California Towing Inc.		75.00
	Invoice		Date	Description		Amount

Marina, CA LIVE

AP Check Register 12-04-20

Bank Account: 905 - Chase - Checking

Batch Date: 12/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	195845			Towing Service - Unit 878		75.00
	12/04/2020	96529	Accounts Payable	Cheryl Kent		1,440.00
	Invoice	Date		Description		Amount
Check	2020-135			Code Enforcement Investigations		1,440.00
	12/04/2020	96530	Accounts Payable	Cintas Corporation		71.17
	Invoice	Date		Description		Amount
Check	4068492717			Mat Service-Police/Fire 11/25/20		71.17
	12/04/2020	96531	Accounts Payable	Commercial Environment Landscape		3,333.33
	Invoice	Date		Description		Amount
Check	2796-1120			Airport Landscape Services_Nov. 20		3,333.33
	12/04/2020	96532	Accounts Payable	Community Hospital of the Monterey Peninsula		27.00
	Invoice	Date		Description		Amount
Check	11-08-20			Blood Draw/SV-RQ49525 10/7/20		27.00
	12/04/2020	96533	Accounts Payable	CSFA-California State Firefighters Association		3,060.00
	Invoice	Date		Description		Amount
Check	11822			CSFA Membership Dues for 01/01/21 to 12/31/21		3,060.00
	12/04/2020	96534	Accounts Payable	Dave's Repair Service		122.50
	Invoice	Date		Description		Amount
Check	32354			Monthly Site Inspections & designated ops		122.50
	12/04/2020	96535	Accounts Payable	Directv		5.00
	Invoice	Date		Description		Amount
Check	050944442X201126			TV Service For Pilot's Lounge		5.00
	12/04/2020	96536	Accounts Payable	Enterprise Rent-A-Car - EAN Services, LLC		173.87
	Invoice	Date		Description		Amount
Check	25838619			Rental Car/Rosas 11/4 thru 11/7/20		173.87
	12/04/2020	96537	Accounts Payable	Epic Aviation		25,834.73
	Invoice	Date		Description		Amount

User: Monika Collier

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Marina, CA LIVE
AP Check Register 12-04-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 12/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	7370018			Airport_AVGAS/100LL Fuel Purchase		25,834.73
	12/04/2020	96538	Accounts Payable	FedEx		16.38
	Invoice	Date		Description		Amount
Check	7-189-05084			Postage/Shipping-Admin 11/20/20		16.38
	12/04/2020	96539	Accounts Payable	First Alarm		374.24
	Invoice	Date		Description		Amount
Check	576311			Alarm Monitoring - City Hall		92.67
	578766			Alarm Monitoring - 3200 Del Monte Blvd - VDP		183.69
	578845			Alarm Monitoring - 3200 Del Monte Blvd - VDP		97.88
	12/04/2020	96540	Accounts Payable	Formation Environmental, LLC		12,296.25
	Invoice	Date		Description		Amount
Check	5889			Formation Enviro: Groundwater Sustain Plan (08/01/20-08/31/20)		12,296.25
	12/04/2020	96541	Accounts Payable	George T. Powell		1,200.00
	Invoice	Date		Description		Amount
Check	11012020			Parking Rental-Police/Fire 11/1 thru 11/30/20		1,200.00
	12/04/2020	96542	Accounts Payable	Goldfarb & Lipman		2,548.00
	Invoice	Date		Description		Amount
	137931			General File - October 2020		1,352.00
	137932			Marina Heights - October 2020		260.00
Check	137933			The Dunes - October 2020		806.00
	137934			Affordable Housing - October 2020		130.00
	12/04/2020	96543	Accounts Payable	Interstate Battery		129.86
	Invoice	Date		Description		Amount
	31013204			MTP-65 - Unit 596		129.86
Check	12/04/2020	96544	Accounts Payable	Kimley-Horn & Associates		10,875.79
	Invoice	Date		Description		Amount
	17764364			KH Eng - CCIP R46D: Injin Pkwy Safety Corridor Study (10/31/20)		10,875.79
Check	12/04/2020	96545	Accounts Payable	Marina Coast Water District		4,443.06
	Invoice	Date		Description		Amount

AP Check Register 12-04-20

Bank Account: 905 - Chase - Checking

Batch Date: 12/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000056024	111320		000056 024 - Ctr Med Del Mon Blvd/Palm Ave (10/17/20 - 11/13/20)		82.30
	000056017	111320		000056 017 - 208 A Palm Ave -Fire Stat(10/17/20 - 11/13/20)		74.78
	000056018	111320		000056 018 - 208 Palm Ave, Fire Station (10/17/20 - 11/13/20)		126.40
	000056025	111320		000056 025 - 327 Reindollar- Los Arb Sprt Comp		63.96
	000056007	111320		000056 007 - Calif Ave Landscape (10/17/20 - 11/13/20)		82.30
	000056027	111320		000056 027 - Center Med & ROW Calif Ave (10/17/20 - 11/13/20)		44.13
	000056005	111320		000056 005 - Calif Ave. and Patton Pkwy (10/17/20 - 11/13/20)		82.30
	000056045	112020		000056 045 - 3100 Preston Park Irrig (10/24/20 - 11/20/20)		3,342.30
	000056046	112020		000056 046 - 3100 Preston Park Bldg (10/24/20 - 11/20/20)		140.28
	000056094	112020		000056 094 - 2660 5th Ave (10/24/20 - 11/20/20)		404.31
Check	12/04/2020	96546	Accounts Payable	Mark's Mobile Locksmith		2,923.99
	Invoice		Date	Description		Amount
	7202		11/25/2020	Police Entry Door Lock and Push Bar Replacement		2,596.49
	7203		11/25/2020	Primus Station Keys - New Keys and Replacements for Damaged Keys		187.50
	7116		11/22/2020	Station keys for employees		140.00
Check	12/04/2020	96547	Accounts Payable	Monterey Auto Supply		148.42
	Invoice		Date	Description		Amount
	774155		11/17/2020	Veh - Maint Parts & Supply - Unit 5000		84.01
	773838		11/16/2020	Veh - Maint Parts & Supply - Unit 1000		53.14
	775278		11/20/2020	Veh - Maint Parts & Supply - Unit 1000		11.27
	12/04/2020	96548	Accounts Payable	Monterey County - Emergency Communications		138,914.68
	Invoice		Date	Description		Amount
	12-01-20 A		12/01/2020	FY 2020/21 Dispatch Service-Police/Fire Quarter 3 12/1/20		119,743.08
	12-01-20 B		12/01/2020	FY 2020/21 NGEN O&M Q3-Police/Fire/PW 12/01/20		19,171.60
Check	12/04/2020	96549	Accounts Payable	Monterey County Peace Officers Association		700.00
	Invoice		Date	Description		Amount
	2020073R		12/01/2020	Range Fees November 2020		700.00
	12/04/2020	96550	Accounts Payable	Richard Moreno		532.00
	Invoice		Date	Description		Amount
	01-03-21		01/03/2021	Training/Per Diem - R. Moreno 1/3/21		266.00

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Bank Account: 905 - Chase - Checking

Batch Date: 12/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01-10-21			Training/Per Diem - R. Moreno 1/10/21		266.00
	12/04/2020	96551	Accounts Payable	Nicolay Consulting Group		6,300.00
	Invoice		Date	Description		Amount
Check	459-2020-11			Consulting Services GASB 75		6,300.00
	12/04/2020	96552	Accounts Payable	Office Depot		56.55
	Invoice		Date	Description		Amount
Check	137655205001			Universal pen and desk		36.03
	137666873001			Pens		20.52
	12/04/2020	96553	Accounts Payable	Pacific Gas & Electric		370.67
Check	Invoice		Date	Description		Amount
	795-7.NOV20			PG&E - 4467294795-7		370.67
	12/04/2020	96554	Accounts Payable	Regional Government Services		320.00
Check	Invoice		Date	Description		Amount
	11521			Contract Service for PW Dept (10/01/20 - 10/30/20)		320.00
	12/04/2020	96555	Accounts Payable	Reserve Account - Pitney Bowes		1,500.00
Check	Invoice		Date	Description		Amount
	11-30-20			Postage Meter Refill		1,500.00
	12/04/2020	96556	Accounts Payable	Rincon Consultants, Inc.		1,793.75
Check	Invoice		Date	Description		Amount
	25454			Rincon - EDR1904. Salinas Ave On-Call (10/01/20 - 10/31/20)		1,295.00
	24775			Rincon - EDR1904. Salinas Ave On-Call (09/01/20 - 10/31/20)		498.75
Check	12/04/2020	96557	Accounts Payable	Robert R. Wellington		41,561.00
	Invoice		Date	Description		Amount
	25525			Retainer - December 2020		1,800.00
	25522			Covid-19 Issues - October 2020		36.00
	25526			Groundwater Sustainability Agency - October 2020		18.00
	25529			Marina Equestrian Center - October 2020		162.00
	25530			Misc Litigation Matters - October 2020		72.00
	25534			Public Records Act Request - October 2020		173.00
	25538			Urban Growth Boundary Extension Matters - October 2020		86.00

Marina, CA LIVE

AP Check Register 12-04-20

Bank Account: 905 - Chase - Checking
Batch Date: 12/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	25536		11/23/2020	Tax & Finance Matters - October 2020		217.00
	25535		11/23/2020	Abrams Park-Marina Height-Sea Haven - October 2020		270.00
	25519		11/23/2020	Cannabis Matters - October 2020		209.00
	25518		11/23/2020	Cal Am Matters - October 2020		1,913.00
	25539		11/23/2020	Voting Rights Act - October 2020		1,532.00
	25537		11/23/2020	The Dunes - October 2020		504.00
	25533		11/23/2020	Police Personnel Matters - October 2020		1,683.00
	25532		11/23/2020	Misc Personnel Matters - October 2020		1,811.00
	25531		11/23/2020	Mobile Home Rent Control - October 2020		25,531.00
	25528		11/23/2020	Land Use & Operations - October 2020		993.00
	25524		11/23/2020	Fort Ord Reuse Matters - October 2020		414.00
	25523		11/23/2020	Election Matters - October 2020		2,865.00
	25521		11/23/2020	Code Enforcement Matters - October 2020		416.00
	25520		11/23/2020	Capitol Improvement Program - October 2020		450.00
	25517		11/23/2020	Marina Municipal Airport Matters_ October 2020		369.00
	25527		11/23/2020	Joby Aero, Inc_ October 2020		37.00
Check	12/04/2020	96558	Accounts Payable	Ryan Ranch Printers		47.25
	Invoice		Date	Description		Amount
	22159		11/25/2020	Blank Post Cards		47.25
Check	12/04/2020	96559	Accounts Payable	Salinas Valley Ford		294.06
	Invoice		Date	Description		Amount
	CM16866		11/20/2020	Core respo - Unit 878		(76.48)
	107950		11/19/2020	Brake rotor & Pad kit - Unit 896		370.54
Check	12/04/2020	96560	Accounts Payable	Save The Whales		56,789.00
	Invoice		Date	Description		Amount
	8		10/30/2020	Storm Water Program -NPDES (07/01/20 - 10/30/20)		56,789.00
Check	12/04/2020	96561	Accounts Payable	Shred-it USA		95.73
	Invoice		Date	Description		Amount
	8180865242		11/15/2020	Shredding Service/Records 11/15/20		95.73
Check	12/04/2020	96562	Accounts Payable	South Bay Regional Public Safety Training Cons.		105.00
	Invoice		Date	Description		Amount

Marina, CA LIVE
AP Check Register 12-04-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 12/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	221245		11/19/2020	Training-Andriola/Radar-Lidar	11/16 thru 11/19/20	105.00
	12/04/2020	96563	Accounts Payable	SpeakWrite		413.35
	Invoice		Date	Description		Amount
Check	4476d925		12/01/2020	Transcription Service/Patrol November 2020		413.35
	12/04/2020	96564	Accounts Payable	Taygeta Scientific, Inc.		2,000.00
	Invoice		Date	Description		Amount
Check	000423-R-0024		12/01/2020	Network Defense/Dec20		2,000.00
	12/04/2020	96565	Accounts Payable	TechRx Technology Services		11,801.75
	Invoice		Date	Description		Amount
Check	8951		11/30/2020	IT Support - November 2020		10,200.00
	8965		12/01/2020	Veeam Virtual Backup Monthly Subscription - December 2020		380.00
	8844		12/01/2020	Amazon Glacier Terabyte Storage		1,109.25
Check	8969		12/01/2020	Ninite Monthly Subscription - December 2020		112.50
	12/04/2020	96566	Accounts Payable	Verizon Wireless		76.02
	Invoice		Date	Description		Amount
Check	9867252145		11/18/2020	Cell Phone Service/Anderson 10/19 thru 11/18/20		38.01
	9867313337		11/18/2020	Cell Phone Service/Nieto 10/19 thru 11/18/20		38.01
	12/04/2020	96567	Accounts Payable	Wex Bank		285.91
Check	Invoice		Date	Description		Amount
	68655075		11/23/2020	Gas Billing 11/23/20		285.91
	12/04/2020	96568	Accounts Payable	Zustan K-9 Services		250.00
Check	Invoice		Date	Description		Amount
	332381		11/18/2020	K-9 Maintenance & Development Training November 2020		250.00
	12/04/2020	96569	Accounts Payable	Marina Employees Association		155.00
Check	Invoice		Date	Description		Amount
	11-27-20		11/27/2020	24 - MEA Dues		155.00
	12/04/2020	96570	Accounts Payable	Marina Professional Fire Fighters Association		300.00
Check	Invoice		Date	Description		Amount

Marina, CA LIVE

AP Check Register 12-04-20

Bank Account: 905 - Chase - Checking
Batch Date: 12/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11-27-20			35 - MPFFA Dues		300.00
	12/04/2020	96571	Accounts Payable	Tyler Business Forms		106.34
	Invoice		Date	Description		Amount
EFT	52246		12/01/2020	Year End Forms 2020 inv #2		106.34
	12/04/2020	1211	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	250.00
	Invoice		Date	Description		Amount
EFT	11-27-20		11/27/2020	23 - MPOA Dues		250.00
	12/04/2020	1212	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,350.00
	Invoice		Date	Description		Amount
	11-27-20		11/27/2020	25 - POA Dues		1,350.00
905 Chase - Checking Totals:						\$344,855.05

Transactions: 54

Checks: 52 \$343,255.05
EFTs: 2 \$1,600.00

AP Check Register 12-11-20

Bank Account: 905 - Chase - Checking

Batch Date: 12/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	12/11/2020	96572	Accounts Payable	2NDNATURE Software Inc.		17,601.54
	Invoice		Date	Description		Amount
	18-823-02		10/25/2020	Marina Retention Basin Annual -Verna Pond (10/02/20 - 10/31/20)		8,814.70
	18-823-03		11/28/2020	Marina Retention Basin Annual (Verna Ponds) (10/26/20-11/24/20)		4,930.09
	18-832-01		09/30/2020	Marina Retention Basin Annual -Verna Pond (09/02/20 - 09/30/20)		3,856.75
Check	12/11/2020	96573	Accounts Payable	A & J Russo		3,300.00
	Invoice		Date	Description		Amount
	003		12/08/2020	B524 - Clean Up & Expand Parking Area		3,300.00
Check	12/11/2020	96574	Accounts Payable	A-1 Sweeping Service		465.00
	Invoice		Date	Description		Amount
	11-12-20		11/12/2020	Airport Contract Sweeping Service		465.00
Check	12/11/2020	96575	Accounts Payable	Ace Hardware		54.45
	Invoice		Date	Description		Amount
	076873		11/24/2020	Fasteners		4.38
	076997		12/07/2020	Special penetrant and WD 40 grease		19.64
	076976		12/06/2020	Tools & parts for 2019, fasteners, tap plug		20.62
	077021		12/09/2020	Duct tape and spare connex box key		9.81
Check	12/11/2020	96576	Accounts Payable	Ace Hardware		165.91
	Invoice		Date	Description		Amount
	076913		11/30/2020	Range Supplies/Patrol 11/30/20		55.68
	076692		11/08/2020	Patrol Supplies 11/8/20		8.73
	076374		10/08/2020	Range Supplies/Patrol 10/8/20		55.68
	076652		11/04/2020	Range Supplies/Patrol 22/4/20		45.82
Check	12/11/2020	96577	Accounts Payable	Ace Hardware		276.20
	Invoice		Date	Description		Amount
	076927		12/01/2020	WD screw 10x3" - Arts Bldg		32.76
	076932		12/01/2020	Hinge 4" & bolt eye lag		15.27
	076933		12/01/2020	Blade sawzal 6" & elbow downspt "A" 2x3 brn		22.92
	076861		11/24/2020	Fasteners		5.20
	076915		11/30/2020	10 Y slim photo smk		32.76

Marina, CA LIVE
AP Check Register 12-11-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 12/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	076892			11/28/2020	Battery - Smoke alarm - Tate Park	4.36
	076949			12/03/2020	Bldg & Grnd - material & supply	5.64
	076982			12/07/2020	Key single and kickdown door stop	43.51
	076983			12/07/2020	Primer/cement handy pack	9.82
	076989			12/07/2020	Padlock and couple pvc - Library	33.83
	075254			07/10/2020	Sand mix	9.82
	076945			12/02/2020	Fuel Farm - Supplies for 100LL Fuel Hose Replacement	12.00
	076954			12/03/2020	B504 - Maintenance Supplies	48.31
Check	12/11/2020	96578	Accounts Payable	Advantage Gear		936.78
	Invoice			Date	Description	Amount
	37299-1			11/19/2020	GRANT - Uniform for RFF J. Downing & L. Diaz and A. Goncalves	936.78
Check	12/11/2020	96579	Accounts Payable	American Supply Co.		1,154.83
	Invoice			Date	Description	Amount
	0155870			12/02/2020	Cleaning Supply-CW	1,154.83
Check	12/11/2020	96580	Accounts Payable	Andon Laundrymat Service		215.00
	Invoice			Date	Description	Amount
	Inv10/11.20			11/09/2020	FD laundry service - towels & rags	99.75
	Inv11/12.20			12/04/2020	FD laundry service - towels & rags	115.25
Check	12/11/2020	96581	Accounts Payable	Aramark Uniform Service		437.78
	Invoice			Date	Description	Amount
	761080764			12/02/2020	Uniform Service - Public Works Crew	40.67
	761080765			12/02/2020	Uniform Service - Public Works Crew	56.27
	761080766			12/02/2020	Uniform Service - Public Works Crew	29.71
	761080767			12/02/2020	Uniform Service - Public Works Crew	80.59
	761072207			11/25/2020	Uniform Service - Public Works Crew	40.67
	761072209			11/25/2020	Uniform Service - Public Works Crew	29.71
	761072208			11/25/2020	Uniform Service - Public Works Crew	79.57
	761072210			11/25/2020	Uniform Service - Public Works Crew	80.59
Check	12/11/2020	96582	Accounts Payable	AT & T		159.83
	Invoice			Date	Description	Amount
	11-27-20			11/27/2020	AT&T Billing/U-Verse (Phone System Backup) 11/27/20	159.83

Marina, CA LIVE

AP Check Register 12-11-20

Bank Account: 905 - Chase - Checking
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/11/2020	96583	Accounts Payable	AT & T		712.88
	Invoice		Date	Description		Amount
	000015665374		11/28/2020	CALNET3-9391023439 (384-0552)		23.93
	000015665400		11/28/2020	CALNET3-9391023463 (384-7854)		23.93
	000015665399		11/28/2020	CALNET3-9391023462 (384-7547)		26.55
	000015665377		11/28/2020	CALNET3-9391023442 (384-1702)		23.93
	000015665398		11/28/2020	CALNET3-9391023461 (384-7238)		23.93
	000015665404		11/28/2020	CALNET3-9391023467 (384-8760)		22.28
	000015665383		11/28/2020	CALNET3-9391023448 (384-2934)		23.93
	000015665392		11/28/2020	CALNET3-9391023457 (384-5140)		22.28
	000015665375		11/28/2020	CALNET3-9391023440 (384-0860)		24.00
	000015660680		11/27/2020	CALNET3-9391023476 (582-9611)		23.90
	000015660679		11/27/2020	CALNET3-9391023475 (582-9032)		23.90
	000015665376		11/28/2020	CALNET3-9391023441 (384-0888)		69.59
	000015665403		11/28/2020	CALNET3-9391023466 (384-8477)		46.22
	000015665405		11/28/2020	CALNET3-9391023468 (384-9148)		23.93
	000015665387		11/28/2020	CALNET3-9391023452 (384-3717)		25.36
	000015660677		11/27/2020	CALNET3-9391023473 (582-2398)		23.90
	000015660675		11/27/2020	CALNET3-9391023471 (582-0100)		50.44
	000015660681		11/27/2020	CALNET3-9391023477 (582-9803)		23.90
	000015665372		11/28/2020	CALNET3-9391023437 (384-0425)		22.33
	000015665407		11/28/2020	CALNET3-9391023470 (384-9682)		22.28
	000015665391		11/28/2020	AT&T Billing/384-4718 10/28 thru 11/27/20		23.93
	000015665378		11/28/2020	Phone Service for Fire Alarm System_B524		46.22
	000015665379		11/28/2020	Phone Service for Fire Alarm System_B533		46.22
	000015665384		11/28/2020	Phone Service for AWOS		26.00
Check	12/11/2020	96584	Accounts Payable	Bob Murray & Associates		5,116.63
	Invoice		Date	Description		Amount
	8767		11/17/2020	Finance Director Recruitment 2020		5,116.63
Check	12/11/2020	96585	Accounts Payable	Capitol Barricade, Inc.		1,376.21
	Invoice		Date	Description		Amount
	131876		11/18/2020	Signs - Sign Project		1,167.46
	132189		12/04/2020	"No Outlet & Overnight Parking Signs		208.75

Marina, CA LIVE
AP Check Register 12-11-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 12/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/11/2020	96586	Accounts Payable	Carmel Fire Protection Associates		400.00
	Invoice		Date	Description		Amount
	120361		12/01/2020	Plan review and inspection at Mosiac Apts, 225 Cypress		200.00
	120360		12/01/2020	Plan review and inspection at Veterans Trans Center		200.00
Check	12/11/2020	96587	Accounts Payable	Carmel Roasters, Inc.		292.79
	Invoice		Date	Description		Amount
	60272		12/03/2020	FD Coffee - 4 boxes		292.79
Check	12/11/2020	96588	Accounts Payable	Cintas Corporation		122.11
	Invoice		Date	Description		Amount
	4064678307		10/16/2020	Mat Service City Hall		50.94
	4064678269		10/16/2020	Mat Service-Police/Fire 10/16/20		71.17
Check	12/11/2020	96589	Accounts Payable	Collins Electric Co.		5,600.00
	Invoice		Date	Description		Amount
	S2210021-1		12/04/2020	Electric gate and outlet circuits in server room		5,600.00
Check	12/11/2020	96590	Accounts Payable	Community Printers, Inc.		1,594.41
	Invoice		Date	Description		Amount
	27917011		09/08/2020	Citywide Mailer - Coastal Commission Hearing on CalAm		1,594.41
Check	12/11/2020	96591	Accounts Payable	Consolidated Electrical Distributors, Inc.		37.32
	Invoice		Date	Description		Amount
	4914-587331		11/06/2020	Misc. Maintenance Supplies		37.32
Check	12/11/2020	96592	Accounts Payable	CSG Consultants		194,595.00
	Invoice		Date	Description		Amount
	31745		07/20/2020	CSG Eng: FEMA (06/30/20)		160.00
	30094		04/10/2020	CSG Eng: FAE - DU2 - Tentative Map (03/27/20)		3,000.00
	32474		09/14/2020	CSG Eng: Stockade Demo (HSF 2102) (08/01/20 - 08/30/20)		400.00
	32468		09/14/2020	CSG Eng: Monterey Bay Est LMD (08/30/20)		160.00
	33579		11/13/2020	CSG Eng: Monterey Bay Est LMD (10/30/20)		160.00
	32469		09/14/2020	CSG Eng: (APR 1801) Annual Sits Resurfacing (08/01/20 - 08/30/20)		2,240.00
	33846		11/17/2020	CSG Eng: (APR 1801) Annual Sits Resurfacing (09/28/20 - 10/30/20)		6,525.00
	32470		09/14/2020	CSG - Imjin Pkwy Widening F462 (#401) (08/14/20 - 08/30/20)		1,280.00

AP Check Register 12-11-20

Bank Account: 905 - Chase - Checking

Batch Date: 12/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
32471	09/14/2020			CIP Eng: (#100) Admin Engineering (08/30/20)		160.00
32472	09/14/2020			CSG Eng: R5 2nd Ave Ext (#713) (08/11/20 - 08/25/20)		4,960.00
32473	09/14/2020			CSG Eng: Salinas Ave Wide (EDR1904) (08/01/20 - 08/30/20)		640.00
33580	11/13/2020			CSG - Imjin Pkwy Widening F462 (#401) (10/01/20 - 10/30/20)		4,800.00
33581	11/13/2020			CSG Eng: R5 2nd Ave Ext (#713) (09/01/20 - 10/30/20)		2,340.00
32502	09/14/2020			CSG Eng: Permits/Development (08/01/20 - 08/30/20)		14,065.00
32503	09/14/2020			CSG Eng: Staff Augmentation (08/01/20 - 08/30/20)		3,440.00
32504	09/14/2020			CSG Eng: RWQCB (08/01/20 - 08/30/20)		2,400.00
32505	09/14/2020			CSG Eng: FORA (08/01/20 - 08/30/20)		640.00
32507	09/14/2020			CSG Eng: TAMC (08/01/20 - 08/30/20)		320.00
33582	11/13/2020			CSG Eng: Staff Augmentation (10/01/20 - 10/31/20)		6,055.00
33583	11/13/2020			CSG Eng: RWQCB (10/01/20 - 10/30/20)		4,480.00
33584	11/13/2020			CSG Eng: MCWD (10/01/20 - 10/31/20)		160.00
33601	11/13/2020			CSG Gen: PW Superintendent (09/01/20 - 10/31/20)		11,625.00
32518	09/14/2020			CSG Gen: PW Superinten (08/01/20 - 08/31/20)		14,375.00
33599	11/13/2020			CSG Eng: Permits/Development- Marina Stat (10/01/20 - 10/31/20)		180.00
33598	11/13/2020			CSG Eng: SH5A Sea Haven-Inspection (09/28/20 - 10/31/20)		1,955.00
33597	11/13/2020			CSG Eng: SH3A Sea Haven-Inspection (08/31/20 - 10/30/20)		17,785.00
33596	11/13/2020			CSG Eng: FAE - DU2 -1C Dunes Phas 2 TM(10/01/20 - 10/31/20)		26,020.00
33595	11/13/2020			CSG Eng: Permits/Development Beach TH (09/28/20 - 10/301/20)		1,080.00
33594	11/13/2020			CSG Eng: C3 Charles Apt - 3109 SeacrestAve (09/29/20 - 10/31/20)		750.00
33593	11/13/2020			CSG Eng: C4 Cypress Gardens-3135 Seacr Ave (10/01/20 - 10/31/20)		250.00
33592	11/13/2020			CSG Eng: SH3 Sea Haven - Plan Ck		1,620.00
33590	11/13/2020			CSG Eng: SH5A Sea Haven - Plan Ck (09/29/20 - 10/30/20)		1,840.00
33589	11/13/2020			CSG Eng: FAE M1 Marina Townhomes (10/01/20 - 10/30/20)		960.00
33588	11/13/2020			CSG Eng: FAE - DU2 - 1C Dunes Phas 2 (10/01/20 - 10/31/20)		375.00
33587	11/13/2020			CSG Eng: SH2 Sea Haven - Plan Ck (10/01/20 - 10/31/20)		800.00
32517	09/14/2020			CSG Eng: SH5A Sea Haven-Inspection (08/01/20 - 08/31/20)		875.00
32516	09/14/2020			CSG Eng: SH3A Sea Haven-Inspection (08/01/20 - 08/30/20)		10,750.00
32515	09/14/2020			CSG Eng: FAE - DU2 - 1C Dunes Phas 2 TM (08/01/20 - 08/31/20)		10,880.00
32514	09/14/2020			CSG Eng: C3 Charles Apt - 3109 Seacrest Ave (08/01/20 - 08/30/20)		125.00
32513	09/14/2020			CSG Eng: SH3A Sea Haven - Plan Ck (08/01/20 - 08/31/20)		4,800.00
32512	09/14/2020			CSG Eng: SH5A Sea Haven - Plan (08/01/20 - 08/31/20)		1,360.00
32511	09/14/2020			CSG Eng: FAE - DU2 - 1C Dunes Phas 2 (08/01/20 - 08/31/20)		250.00
32510	09/14/2020			CSG Eng: SH2 Sea Haven - Plan Ck (08/01/20 - 08/31/20)		1,440.00

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Bank Account: 905 - Chase - Checking

Batch Date: 12/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check				09/14/2020	CSG Eng: FAE Svc - DU3 - 1C Phase 3 (08/01/20 - 08/31/20)	160.00
	32508			09/14/2020	CSG Eng: SH2 Sea Haven-Inspection (08/01/20 - 08/31/20)	250.00
	33847			11/17/2020	CSG Eng: Permits/Development (10/01/20 - 10/31/20)	23,225.00
	33586			11/13/2020	CSG Eng: TAMC (10/01/20 - 10/30/20)	320.00
	33585			11/13/2020	CSG Eng: FEMA (10/01/20 - 10/31/20)	160.00
	33600			11/13/2020	CSG Eng: Permits/Deve_ Mosiac Stude House (10/01/20 - 10/30/20)	2,000.00
Check	12/11/2020	96593	Accounts Payable	Della Mora Heating, Inc.		5,071.00
	Invoice		Date	Description		Amount
	13924		11/23/2020	Install circuit breaker - Library		1,924.00
	13908-1		11/23/2020	Remove & replace compressor, filter and drier - Annex Bldg		3,147.00
Check	12/11/2020	96594	Accounts Payable	East Bay Tire Co.		644.36
	Invoice		Date	Description		Amount
	1691524		11/20/2020	FSTN Destination LE & Tire fee - Unit 878		644.36
Check	12/11/2020	96595	Accounts Payable	Emergency Reporting		3,829.27
	Invoice		Date	Description		Amount
	INV202020523		12/02/2020	CP-1 Fire & EMS Package, Google Maps, Web Service		3,829.27
Check	12/11/2020	96596	Accounts Payable	FedEx		40.80
	Invoice		Date	Description		Amount
	7-196-14398		11/27/2020	Postage/Shipping-Admin 11/27/20		40.80
Check	12/11/2020	96597	Accounts Payable	First Alarm		447.94
	Invoice		Date	Description		Amount
	579305		11/23/2020	Inspection Trip/Labor-Police/Fire 11/23/20		324.19
	579318		11/23/2020	Service Call/Police 11/23/20		123.75
Check	12/11/2020	96598	Accounts Payable	Green Line		380.00
	Invoice		Date	Description		Amount
	51697		10/21/2020	Pump grease trap - Teen Center		380.00
Check	12/11/2020	96599	Accounts Payable	Home Depot Credit Service		844.11
	Invoice		Date	Description		Amount
	12-02-20		12/02/2020	Landscape maintenance- Wetlands - Backflow		176.26
	12-03-20		12/03/2020	Pad lock, husky cutter, tool box & bag		333.32

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Bank Account: 905 - Chase - Checking

Batch Date: 12/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12-02-20B		12/02/2020	Lumber		318.18
	12-03-20B		12/03/2020	Tool box		16.35
	12/11/2020	96600	Accounts Payable	Johnson Associates		141.15
	Invoice		Date	Description		Amount
Check	452975		12/03/2020	Clevis grab hook & 1/2 drop forged d-ring - Unit 593		141.15
	12/11/2020	96601	Accounts Payable	L.N. Curtis & Sons		9,560.72
	Invoice		Date	Description		Amount
Check	INV444367		11/30/2020	Ferno Millennia backboards with pins		573.53
	INV444381		11/30/2020	ac/dc variable speed multipurpose blower, mount & tie-downs		8,987.19
	12/11/2020	96602	Accounts Payable	Liebert Cassidy Whitmore		75.00
	Invoice		Date	Description		Amount
Check	13820		12/03/2020	Training (12/15/20)		75.00
	12/11/2020	96603	Accounts Payable	Marina Coast Water District		562.44
	Invoice		Date	Description		Amount
Check	000056090	11/20/2020	11/20/2020	000056 090 - Locke Padd Park (10/24/20 - 11/20/20)		55.95
	000056028	11/20/2020	11/20/2020	000056 028 - ROW Calif Ave and Jerry (10/24/20 - 11/20/20)		186.24
	000056042	11/20/2020	11/20/2020	000056 042 - 3040 Lake Dr - Animal Shelter (10/24/20 - 11/20/20)		82.30
	000056061	11/20/2020	11/20/2020	000056 061 - Seaside Ct. & Reservation Rd (10/24/20 - 11/20/20)		55.95
	000056006	11/20/2020	11/20/2020	000056 006 - 188 Seaside Circle (10/24/20 - 11/20/20)		50.89
	000056040	11/20/2020	11/20/2020	000056 040 - Center Median Hilo Ave (10/24/20 - 11/20/20)		131.11
	12/11/2020	96604	Accounts Payable	Maynard Group Inc.		855.72
	Invoice		Date	Description		Amount
	IN2013835		12/01/2020	Platinum Service Maintenance Coverage/Citywide 12/1/20		655.72
Check	257646		12/01/2020	Service Call/Police 12/1/20		200.00
	12/11/2020	96605	Accounts Payable	Monterey Auto Supply		454.62
	Invoice		Date	Description		Amount
Check	777427		12/01/2020	Veh - Maint Parts & Supply - Unit 582		31.80
	777145		11/30/2020	Veh - Maint Parts & Supply - Unit 520		6.87
	777125		11/30/2020	Veh - Maint Parts & Supply - Unit 520		16.11
	777097		11/30/2020	Veh - Maint Parts & Supply - Unit 520		109.24

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Bank Account: 905 - Chase - Checking

Batch Date: 12/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	776126		11/24/2020	Veh - Maint Parts & Supply - Unit 520		18.57
	776282		11/24/2020	Veh - Maint Parts & Supply - Unit 521		272.03
	12/11/2020	96606	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		1,655.60
	Invoice		Date	Description		Amount
Check	7584A-IN		11/25/2020	Diesel Fuel (600 gal)		1,655.60
	12/11/2020	96607	Accounts Payable	Monterey Environmental Solutions & Services		1,680.00
	Invoice		Date	Description		Amount
Check	2264		12/02/2020	B504 - Asbestos Abatement & Clean Up		1,680.00
	12/11/2020	96608	Accounts Payable	Monterey One Water		413.90
	Invoice		Date	Description		Amount
Check	13-000148_110120		11/30/2020	Sewer Service_B520		30.90
	13-000149_110120		11/30/2020	Sewer Service_B521		18.50
	13-000153_110120		11/30/2020	Sewer Service_B529		18.50
	13-000157_110120		11/30/2020	Sewer Service_B533		123.60
	13-000158_110120		11/30/2020	Sewer Service_B535		30.90
	13-000146_110120		11/30/2020	Sewer Service_B524		142.10
	13-000144_110120		11/30/2020	Sewer Service_B507		18.50
	13-000145_110120		11/30/2020	Sewer Service_B514		30.90
	12/11/2020	96609	Accounts Payable	MuttMitt - ZW USA Inc.		1,245.34
	Invoice		Date	Description		Amount
Check	378658		11/30/2020	Mutt Mitts - CW		1,245.34
	12/11/2020	96610	Accounts Payable	Office Depot		1,045.75
	Invoice		Date	Description		Amount
Check	141939941-001		12/07/2020	Office Supplies		1,045.75
	12/11/2020	96611	Accounts Payable	Office Depot		294.93
	Invoice		Date	Description		Amount
Check	137655206001		11/17/2020	Office Supplies		294.93
	12/11/2020	96612	Accounts Payable	Pacific Gas & Electric		34,434.78
	Invoice		Date	Description		Amount

Marina, CA LIVE

AP Check Register 12-11-20

Bank Account: 905 - Chase - Checking

Batch Date: 12/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	483-6.NOV20 I	11/24/2020		PG&E - 3982644483-6		9,833.06
	483-6.NOV20 II	11/25/2020		PG&E - 3982644483-6		18,484.26
	313-6.NOV20	11/25/2020		PG&E 6793435313-6		6,117.46
Check	12/11/2020	96613	Accounts Payable	Peninsula Painting, Inc.		5,000.00
	Invoice		Date	Description		Amount
Check	11-19-20	11/19/2020		B504 - Paint Interior of Building		5,000.00
	12/11/2020	96614	Accounts Payable	Pinnacle Healthcare		65.00
	Invoice		Date	Description		Amount
Check	235720	11/30/2020		Hep Vaccine for FD Staff		65.00
	12/11/2020	96615	Accounts Payable	Pitney Bowes		1,215.48
	Invoice		Date	Description		Amount
Check	3104379035	11/26/2020		Postage Meter Lease Payment		1,215.48
	12/11/2020	96616	Accounts Payable	Pure H2O		163.84
	Invoice		Date	Description		Amount
Check	13941	12/01/2020		Water Cooler Service-Police/Fire 12/1/20		163.84
	12/11/2020	96617	Accounts Payable	RagnaSoft Incorporated		1,555.00
	Invoice		Date	Description		Amount
Check	RSI-0005150	12/01/2020		Scheduling Subscription/Patrol 12/1/20		1,555.00
	12/11/2020	96618	Accounts Payable	Resource Environmental, Inc		175,750.00
	Invoice		Date	Description		Amount
Check	#20134-1	11/30/2020		Stockade Complex Hazardous		175,750.00
	12/11/2020	96619	Accounts Payable	Safety-Kleen Corp.		487.84
	Invoice		Date	Description		Amount
Check	84635872	10/29/2020		Motor oil & recycling - Unit 5000		496.65
	C014910828	11/05/2020		Returned - Credit memo		(8.81)
	12/11/2020	96620	Accounts Payable	Salinas Valley Ford		252.72
	Invoice		Date	Description		Amount
Check	17350	11/24/2020		Upper and lower sensors - Unit 5404		97.72
	73418	11/24/2020		Veh - Maint Parts & Supply - Unit 5404		155.00

User: Monika Collier

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Marina, CA LIVE
AP Check Register 12-11-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 12/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/11/2020	96621	Accounts Payable	Sierra Springs & Alhambra		60.70
	Invoice		Date	Description		Amount
	7266038	112720	11/27/2020	Water Cooler Rental and Replacement Water		60.70
Check	12/11/2020	96622	Accounts Payable	Snap-on Industrial		69.83
	Invoice		Date	Description		Amount
	ARV/45906728		11/09/2020	Pulley instl - Unit 878		69.83
Check	12/11/2020	96623	Accounts Payable	Thyssenkrupp Elevator Corporation		1,303.29
	Invoice		Date	Description		Amount
	3005638245		12/01/2020	Elevator Service - Public Service Bldg		1,303.29
Check	12/11/2020	96624	Accounts Payable	Toshiba Financial Services		409.69
	Invoice		Date	Description		Amount
	430053322		11/27/2020	Copier Maintenance/Patrol 11/27/20		409.69
Check	12/11/2020	96625	Accounts Payable	U.S. Bank Equipment Finance		216.32
	Invoice		Date	Description		Amount
	429913072		11/27/2020	CDD Copier Lease Payment - December 2020		216.32
Check	12/11/2020	96626	Accounts Payable	Verizon Wireless		3,146.51
	Invoice		Date	Description		Amount
	9861054832		08/18/2020	PW Crew, Airport & Bldg Insp - Cell Phones		759.15
	9867327530		11/18/2020	PW Crew, Airport & Bldg Insp - Cell Phones		669.26
	9867255838		11/18/2020	Cell Phone Service/PD 10/19 thru 11/18/20		1,366.31
	9867802729		11/25/2020	FD Mobile Charges - Oct 26 - Nov 25, 2020		351.79
Check	12/11/2020	96627	Accounts Payable	Wald, Ruhnke & Dost Architects, LLP		5,052.09
	Invoice		Date	Description		Amount
	2015401		09/30/2020	WR&D: GJT Pump Track (QLP2006) (0901/20 - 09/30-20)		1,351.14
	2015402		10/31/2020	WR&D: GJT Pump Track (QLP2006) (10/01/20 - 10/31-20)		3,648.86
	2008503		08/31/2020	WR&D: QLP 2007 Dunes Barracks Stabiliza (08/01/20 - 08/30/20)		52.09
Check	12/11/2020	96628	Accounts Payable	Wallace Group, Inc.		6,536.76
	Invoice		Date	Description		Amount
	52235		12/06/2020	Program Management - Airport Capital Projects		1,577.50

Marina, CA LIVE

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Bank Account: 905 - Chase - Checking
Batch Date: 12/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	52260		12/06/2020	Program Management - Airport Capital Projects		4,959.26
	12/11/2020	96629	Accounts Payable	Wex Bank		143.67
	Invoice		Date	Description		Amount
Check	67602434V		09/23/2020	Gas Billing 9/23/20		143.67
	12/11/2020	96630	Accounts Payable	Zoom Imaging Solutions		392.90
	Invoice		Date	Description		Amount
EFT	IN1720627		11/25/2020	MeterRead Maintenance/Patrol 11/25/20		242.54
	IN1724374		11/30/2020	MeterRead Maintenance 11/30/20		150.36
	12/11/2020	1228	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	2,470.00
	Invoice		Date	Description		Amount
	20-25		12/04/2020	Services 11-23/12-03-20		2,470.00
905 Chase - Checking Totals:						\$502,583.74

Transactions: 60

Checks: 59 \$500,113.74
EFTs: 1 \$2,470.00

Marina, CA LIVE

SA Check Register 12-11-20

Bank Account: 921 - Chase - Successor Agency
Batch Date: 12/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
Check	12/11/2020	58	Accounts Payable	Keyser Marston Associates		3,240.00
	Invoice			Description		Amount
	0035184		12/07/2020	Successor Agency Fiscal Services_ Nov. 2020		3,240.00
921 Chase - Successor Agency Totals:						\$3,240.00
Checks: 1						\$3,240.00

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 10/1/2020 - To Payment Date: 10/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
905 - Chase - Checking									
EFT									
1093	10/01/2020	Open			Accounts Payable	Standard Insurance Company	\$1,813.00		
1094	10/01/2020	Open			Accounts Payable	Standard Insurance Company	(\$34.40)		
1095	10/01/2020	Open			Accounts Payable	Standard Insurance Company	(\$120.90)		
1096	10/02/2020	Open			Accounts Payable	Richard B. Standridge	\$3,325.00		
1100	10/01/2020	Open			Accounts Payable	PERS Health Services Division	\$83,950.24		
1101	10/01/2020	Open			Accounts Payable	PERS Health Services Division	\$4,718.15		
1105	10/01/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,993.57		
1106	10/02/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$4,035.75		
1107	10/02/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$1,451.52		
1108	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$170.14		
1109	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$269.17		
1110	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$29.51		
1111	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$14.99		
1112	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$8.61		
1113	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$199.00		
1114	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$302.44		
1115	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$2,442.15		
1116	10/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$2,096.54		
1117	10/09/2020	Open			Accounts Payable	Marina Police Association-MPOA	\$250.00		
1118	10/09/2020	Open			Accounts Payable	Police Officers Association - POA	\$1,350.00		
1119	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$142.93		
1120	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$19.65		
1121	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$319.40		
1122	10/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,148.82		
1125	10/02/2020	Open			Accounts Payable	CalPERS	\$87,013.85		
1126	10/02/2020	Open			Accounts Payable	CalPERS	(\$0.04)		
1127	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,552.51		
1128	10/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$698.52		
1129	10/12/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$456.41		
1130	10/12/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$307.15		
1131	10/13/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$671.71		
1132	10/13/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$266.00		
1133	10/16/2020	Open			Accounts Payable	Richard B. Standridge	\$3,467.50		
1135	10/15/2020	Open			Accounts Payable	Invoice Cloud, Inc.	\$75.00		
1136	10/15/2020	Open			Accounts Payable	First Data EMPS	\$35.95		
1138	10/16/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$4,035.75		
1139	10/16/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$1,430.68		
1140	10/15/2020	Open			Accounts Payable	Standard Insurance Company	\$2,203.91		
1141	10/15/2020	Open			Accounts Payable	Standard Insurance Company	\$5.49		
1142	10/01/2020	Open			Accounts Payable	Premier Access Insurance - Dept. 34114	\$266.00		
1143	10/19/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$150.00		
1144	10/23/2020	Open			Accounts Payable	Marina Police Association-MPOA	\$250.00		
1145	10/23/2020	Open			Accounts Payable	Police Officers Association - POA	\$1,350.00		
1146	10/19/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$2,227.47		
1147	10/26/2020	Open			Accounts Payable	California State Controller's Office	\$197.00		
1149	10/16/2020	Open			Accounts Payable	CalPERS	\$87,312.47		
1150	10/16/2020	Open			Accounts Payable	CalPERS	(\$26.24)		

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 10/1/2020 - To Payment Date: 10/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1151	10/30/2020	Open			Accounts Payable	Richard B. Standridge	\$3,657.50		
1152	10/30/2020	Open			Accounts Payable	AFLAC - Attn.: Remittance Process	\$4,035.75		
1153	10/30/2020	Open			Accounts Payable	CalPERS	\$86,632.16		
1154	10/30/2020	Open			Accounts Payable	CalPERS	\$412.71		
1171	10/31/2020	Open			Accounts Payable	Berkadia	\$95,109.67		
1176	10/31/2020	Open			Accounts Payable	Division of the State Architect	\$76.90		
1178	10/31/2020	Open			Accounts Payable	Hinderlitter, de Llamas & Associates	\$8,304.73		
Type EFT Totals:							\$502,071.79		

905 - Chase - Checking Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	\$502,071.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	54	\$502,071.79	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	\$502,071.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	54	\$502,071.79	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	\$502,071.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	54	\$502,071.79	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	\$502,071.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	54	\$502,071.79	\$0.00

Monthly EFT/Wire Report - Payroll Account

From Payment Date: 10/1/2020 - To Payment Date: 10/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
913 - Chase - Payroll ZBA									
<u>EFT</u>									
8899	10/02/2020	Open			Accounts Payable	California State Disbursement Unit	\$1,780.60		
8900	10/02/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$96,235.00		
8901	10/02/2020	Open			Accounts Payable	Employment Development Department	\$30,087.14		
8902	10/02/2020	Open			Accounts Payable	ICMA Retirement Trust	\$16,218.60		
8903	10/02/2020	Open			Accounts Payable	Nationwide Retirement	\$47,168.60		
8904	10/02/2020	Reconciled			Accounts Payable	Rebecca Minuth	\$527.52		
9039	10/16/2020	Open		09/30/2020	Accounts Payable	California State Disbursement Unit	\$1,780.60	\$527.52	\$0.00
9040	10/16/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$83,735.20		
9041	10/16/2020	Open			Accounts Payable	Employment Development Department	\$26,883.24		
9042	10/16/2020	Open			Accounts Payable	ICMA Retirement Trust	\$7,510.25		
9043	10/16/2020	Open			Accounts Payable	Nationwide Retirement	\$4,221.29		
9044	10/16/2020	Open			Accounts Payable	Rebecca Minuth	\$527.52		
9175	10/30/2020	Open			Accounts Payable	California State Disbursement Unit	\$1,780.60		
9176	10/30/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$65,611.19		
9177	10/30/2020	Open			Accounts Payable	Employment Development Department	\$20,457.95		
9178	10/30/2020	Open			Accounts Payable	ICMA Retirement Trust	\$7,010.25		
9179	10/30/2020	Open			Accounts Payable	Nationwide Retirement	\$2,728.96		

Monthly EFT/Wire Report - Payroll Account

From Payment Date: 10/1/2020 - To Payment Date: 10/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9180	10/30/2020	Open			Accounts Payable	Rebecca Minuth			
Type EFT Totals:									
913 - Chase - Payroll ZBA Totals					18 Transactions		\$414,792.03	\$527.52	\$0.00
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	17	\$414,264.51	\$0.00	
					Reconciled	1	\$527.52	\$527.52	
					Voided	0	\$0.00	\$0.00	
					Total	18	\$414,792.03	\$527.52	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	17	\$414,264.51	\$0.00	
					Reconciled	1	\$527.52	\$527.52	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	18	\$414,792.03	\$527.52	
Grand Totals:									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	17	\$414,264.51	\$0.00	
					Reconciled	1	\$527.52	\$527.52	
					Voided	0	\$0.00	\$0.00	
					Total	18	\$414,792.03	\$527.52	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	17	\$414,264.51	\$0.00	
					Reconciled	1	\$527.52	\$527.52	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	18	\$414,792.03	\$527.52	

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 15, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
AWARDING CONSTRUCTION CONTRACT TO ROSS ROOFING &
CONSTRUCTION INC. OF MARINA, CALIFORNIA FOR THE BUILDING 510
NEW ROOF PROJECT AT THE MARINA MUNICIPAL AIRPORT IN THE
AMOUNT OF \$165,000, INCREASING APPROPRIATIONS IN FY 2020-21
BUDGET, AIRPORT OPERATIONS FUND 555 IN THE AMOUNT OF \$115,243,
INCREASING APPROPRIATIONS IN FY 2020-21 BUDGET, AIRPORT
CAPITAL PROJECTS FUND 460 IN THE AMOUNT OF \$115,243,
AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZING THE CITY
MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE
ORDERS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, awarding construction contract to Ross Roofing & Construction Inc. of Marina, California for the Building 510 New Roof Project at the Marina Municipal Airport in the amount of \$165,000.00; and
2. Increasing appropriations in FY 2020-21 Airport Operations Fund 555 in the amount of \$115,243; and
3. Increasing appropriations in FY 2020-21 Budget, Airport Capital Projects Fund 460 in the amount of \$115,243; and
4. Authorizing Finance Director to make necessary accounting and budgetary entries; and
5. Authorizing the City Manager or designee to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of July 2, 2019, the City Council adopted Resolution No. 2019-64, adopting the Fiscal Year 2019-20 and 2020-21 budgets. The Building 510 New Roof Project #2102 was listed as a funded, active project in the Airport Capital Projects Fund 460.

Building 510, located at 3240 Imjin Road has an existing built-up roof (Tar and Gravel) of approximately 19,000 square feet and is the last of the five large hangar buildings at the Airport to be re-roofed.

The scope of the work for this project includes, evaluation of the existing roof, removal of loose gravel, and overlaying the existing roof with a single ply roofing membrane assembly. The existing roof will be covered with a new membrane system with a 20 year no dollar limit warranty.

At the regular meeting of September 15, 2020, the City Council adopted Resolution No. 2020-119, authorizing staff to proceed with the public bidding process for Building 510 New Roof project at the Marina Municipal Airport and Accepting the Plans and Specifications.

The bid proposal includes Base Bid for removal of loose gravel, asbestos abatement and furnishing and installation of the new roof system, Additive Alternate Bid 1 for removal and disposal of the existing roof gutter and installation of new roof gutter, and Additive Alternate Bid 2 for the removal, salvage, and reinstallation of existing roof gutter.

ANALYSIS:

On November 10, 2020, nine sealed bids were received, opened, and six were publicly read via live video feed for the City of Marina Airport Building 510 New Roof Project. Three bids were deemed non-responsive because they were incomplete.

Nine (9) bids were received as follows:

Name of Company and Address	Base Bid (BB)	Base Bid plus Additive Alternate Bid (AAB 1)	Base Bid plus Additive Alternate Bid (AAB 2)
Ross Roofing & Construction Inc. Marina, CA	\$163,000.00	\$165,000.00	\$164,500.00
101 Roofing & Construction Oxnard, CA	\$182,450.00	\$189,450.00	\$ 187,450.00
Best Contracting Services Inc. Union City, CA	\$ 206,666.00	\$ 221,266.00	\$ 224,066.00
Stronger Building Services SAN Leandro, CA	\$ 263,000.00	\$ 286,000.00	\$ 283,000.00
Pioneer Contractor Inc. San Francisco, CA	\$ 358,300.00	\$ 369,300.00	\$ 362,900.00
MCM Roofing Co., Inc. McClellan, CA	\$ 345,450.00	\$ 384,450.00	\$ 369,450.00
ALCAL Specialty Contracting Inc. Fremont, CA	Non-responsive; Addendum Acknowledgement missing		
Andy's Roofing San Leandro, CA	Non-responsive; Addendum Acknowledgement missing		
Waterproofing Associates Mountain View, CA	Non-responsive; Addendum Acknowledgement missing		

The Engineer's estimate includes a Base Bid of \$139,129.27, Base Bid plus Additive Alternate Bid 1 of \$143,179.27 and Base Bid plus Additive Alternate Bid 2 of \$142,639.27

Base Bid plus Additive Alternate Bid 1 is recommended for award. The cost difference between installation of new roof gutter and re-installing existing roof gutter is \$500.00, very minimal compared to the added value of a new roof gutter.

The lowest bid total for Base Bid plus Additive Alternate Bid 1 is \$165,000 from Ross Roofing & Construction Inc. of Marina, California. This bid was received, reviewed, and found to be responsive. This company has not worked on city projects but had worked with neighboring agencies such as Presidio of Monterey on similar projects. Staff checked references and feedback from previous customers are favorable and the company has extensive roofing experience, and their shop is located on Neeson Road at the Airport.

The work included in this contract award requires conformance to the state prevailing wage provisions described in the project specifications.

FISCAL IMPACT:

Should the City Council approve this request, the estimated expenditures to execute the project to completion are as follows:

Estimated Expense	Amount
Construction Contract	\$165,000.00
Contingency (10%)	\$ 16,500.00
Construction Management and Inspection	\$ 16,500.00
Project Design, Management and Closeout	\$ 22,243.00
Total	\$220,243 .00

The Building 510 New Roof Project has approved funding of \$105,000.00. Additional funding of \$115,243 is needed to complete this project. Additional project costs are due to soft costs, use of superior roof product with longer warranty period and inflation

The Adopted FY2020-21 Budget, Airport Operations Fund Transfer Out (to) Capital Projects, Account No. 555.000.000.00-9500.460 included a transfer of \$105,000 to the Airport Capital Project Fund, Building 510 New Roof Project #2002. This transfer will be amended to increase appropriations by \$115,243 and will be funded from the Airport Operations Fund Available Fund Balance estimated to be \$1,598,116 on June 30, 2020.

The Adopted FY2019-20 Budget, Airport Capital Projects Fund 460, Building 510 New Roof Project #2002 will be amended to increase appropriations as follows:

<u>Revenue/Funding</u>	<u>Acct. No.</u>	<u>Approved</u>	<u>Increase</u>	<u>Amended</u>
Transfer In Fund 555	9100.555	\$105,000	\$115,243	\$220,243
	Totals	\$105,000	\$115,243	\$220,243

<u>Expenditures</u>	<u>Acct. No.</u>	<u>Approved</u>	<u>Increase</u>	<u>Amended</u>
Professional Services	6300.570	\$ 5,000	\$ 33,743	\$ 38,743
Construction	6700.105	\$100,000	\$ 81,500	\$181,500
	Totals	\$105,000	\$115,243	\$220,243

Actual revenues and expenditures will be recorded accordingly.

California Environmental Quality Act (CEQA)

The City of Marina Planning Division determined that this action, approving advertising and call for bids for the Airport Building 510 New Roof is maintenance of existing infrastructure and is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378). In addition, CEQA Section 15061 includes the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action has no potential to cause any effect on the environment, this matter is not a project. Because the proposed action does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project.

CONCLUSION:

The City Council may reject approval of the requested items; however, it is not recommended as it is not consistent with the City Council's previous actions Resolution No. 2019-64, adopting the Fiscal Year 2019-20 and 2020-21 budgets and Resolution No. 2020-119, authorizing staff to proceed with the public bidding process for Building 510 New Roof project.

Therefore, the staff recommends approval to the items requested and adoption of a resolution to award construction contract to Ross Roofing & Construction Inc. and increase appropriations in the Airport Operations Fund and in the Airport Capital Projects Fund for the additional funding of \$115,243 to complete the Building 510 New Roof project.

Respectfully submitted,

Elvira Morla-Camacho, P.E., QSD
Project Management Services
Wallace Group

REVIEWED/CONCUR:

Jeff Crechriou
Airport Services Manager
City of Marina

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

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AWARDING CONSTRUCTION CONTRACT TO ROSS ROOFING &
CONSTRUCTION INC. OF MARINA, CALIFORNIA FOR THE BUILDING 510
NEW ROOF PROJECT AT THE MARINA MUNICIPAL AIRPORT IN THE
AMOUNT OF \$165,000, INCREASING APPROPRIATIONS IN FY 2020-21
BUDGET, AIRPORT OPERATIONS FUND 555 IN THE AMOUNT OF \$115,243,
INCREASING APPROPRIATIONS IN FY 2020-21 BUDGET, AIRPORT CAPITAL
PROJECTS FUND 460 IN THE AMOUNT OF \$115,243, AUTHORIZING THE
FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND
BUDGETARY ENTRIES AND AUTHORIZING THE CITY MANAGER TO
EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS ON
BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE
CITY ATTORNEY

WHEREAS, at the regular meeting of July 2, 2019, the City Council adopted Resolution No. 2019-64, adopting the Fiscal Year 2019-20 and 2020-21 budgets. The Building 510 New Roof Project #2102 was listed as a funded, active project in the Airport Capital Projects Fund 460; and

WHEREAS, Building 510, located at 3240 Imjin Rd. has an existing built-up roof (Tar and Gravel) of approximately 19,000 square feet; and

WHEREAS, the scope of the work for this project includes, evaluation of the existing roof, removal of loose gravel, and overlaying the existing roof with a single ply roofing membrane assembly. The existing roof will be covered with a new membrane system with a 20 year no dollar limit warranty; and

WHEREAS, at the regular meeting of September 15, 2020, the City Council adopted Resolution No. 2020-119, authorizing staff to proceed with the public bidding process for Building 510 New Roof project at the Marina Municipal Airport and Accepting the Plans and Specifications; and

WHEREAS, the bid proposal includes Base Bid for removal of loose gravel, asbestos abatement and furnishing and installation of the new roof system, Additive Alternate Bid 1 for removal and disposal of the existing roof gutter and installation of new roof gutter, and Additive Alternate Bid 2 for the removal, salvage, and reinstallation of existing roof gutter; and

WHEREAS, on November 10, 2020, nine sealed bids were received, opened, and six were publicly read via live video feed for the City of Marina Airport B510 New Roof Project. Three bids were deemed non-responsive because they were incomplete; and

WHEREAS, base bid plus additive alternate bid 1 is recommended for award. The cost difference between installation of new roof gutter and re-installing existing roof gutter is \$500.00, very minimal compared to the added value of a new roof gutter; and

WHEREAS, the lowest bid total for Base Bid plus Additive Alternate Bid 1 is \$165,000 from Ross Roofing & Construction Inc. of Marina, California. This bid was received, reviewed, and found to be responsive. This company has not worked on city projects but had worked with neighboring agencies such as Presidio of Monterey on similar projects. Staff checked references and feedback from previous customers are favorable and the company has extensive roofing experience, and their shop is located on Neeson Road at the Airport; and

WHEREAS, the estimated cost to execute the project to completion is \$220,243.00. This cost includes, \$165,000.00 construction cost, \$16,500.00 10% construction contingency, \$16,500.00 for construction management and inspections, and \$22,243.00 for project design, management, and closeout; and

WHEREAS, the Building 510 New Roof Project has approved funding of \$105,000.00. Additional funding of \$115,243 is needed to complete this project. Additional project costs are due to soft costs, use of superior roof product with longer warranty period and inflation; and

WHEREAS, the Adopted FY2020-21 Budget, Airport Operations Fund Transfer Out (to) Capital Projects, Account No. 555.000.000.00-9500.460 included a transfer of \$105,000 to the Airport Capital Project Fund, Building 510 New Roof Project #2002. This transfer will be amended to increase appropriations by \$115,243 and will be funded from the Airport Operations Fund Available Fund Balance estimated to be \$1,598,116 on June 30, 2020; and

Whereas, the Adopted FY2019-20 Budget, Airport Capital Projects Fund 460, Building 510 New Roof Project #2002 will be amended to increase appropriations as follows:

<u>Revenue/Funding</u>	<u>Acct. No.</u>	<u>Approved</u>	<u>Increase</u>	<u>Amended</u>
Transfer In Fund 555	9100.555	\$105,000	\$115,243	\$220,243
	Totals	\$105,000	\$115,243	\$220,243

<u>Expenditures</u>	<u>Acct. No.</u>	<u>Approved</u>	<u>Increase</u>	<u>Amended</u>
Professional Services	6300.570	\$ 5,000	\$ 33,743	\$ 38,743
Construction	6700.105	\$100,000	\$ 81,500	\$181,500
	Totals	\$105,000	\$115,243	\$220,243; and

WHEREAS, the City of Marina Planning Division determined that this action, approving advertising and call for bids for the Airport Building 510 New Roof is maintenance of existing infrastructure and is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378). In addition, CEQA Section 15061 includes the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action has no potential to cause any effect on the environment, this matter is not a project. Because the proposed action does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project.

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

1. Award construction contract to Ross Roofing & Construction Inc. of Marina, California for the Building 510 New Roof Project at the Marina Municipal Airport in the amount of \$165,000.00; and
2. Increase appropriations in FY 2020-21 Airport Operations Fund 555 in the amount of \$115,243; and
3. Increase appropriations in FY 2020-21 Budget, Airport Capital Projects Fund 460 in the amount of \$115,243; and

4. Authorize Finance Director to make necessary accounting and budgetary entries; and
5. Authorize the City Manager or designee to execute contract documents and all change orders 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 15th day of December 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

December 11, 2020

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 15, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING A CONDITIONAL AIRPORT USE PERMIT WITH
TOYOTA RESEARCH INSTITUTE, INC. FOR USE OF THE UNLEASED
PORTION OF THE SOUTH TARMAC AT THE MARINA MUNICIPAL
AIRPORT FOR AUTONOMOUS VEHICLE TESTING AND
AUTHORIZING CITY MANAGER AND AIRPORT SERVICES
MANAGER TO EXECUTE THE CONDITIONAL AIRPORT USE
PERMIT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW
AND APPROVAL BY THE CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, approving a Conditional Airport Use Permit with Toyota Research Institute, Inc. for use of the unused portion of the south tarmac at the Marina Municipal Airport for autonomous vehicle testing; and
2. Authorizing City Manager and Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

In June, Toyota Research Institute, Inc. (TRI), a California corporation, with offices located in Los Altos California, made a request through Joby Aviation to conduct autonomous vehicle testing on the unused portion of the south tarmac, approximately 8 acres, at the Marina Municipal Airport. Due to the COVID-19 pandemic, TRI is seeking a short-term agreement to conduct autonomous vehicle testing at a site closer to Los Altos so employees conducting the testing may return home versus having to stay away overnight.

TRI anticipates conducting periodic testing of approximately 4 to 5 times a month and for a day or two at a time. Joby Aviation (Joby) and TRI have walked the site and feel that there is more than sufficient space enabling safe operations to the east of the Joby Tent building on the unused portion of the south tarmac.

The City has approved previous Conditional Airport Use Permits (CAUP) for automotive related activities on the south tarmac, including autonomous vehicle testing, generating revenue to the benefit and support of the Airport. FAA reviewed and approved those previous CAUPs.

At a regular meeting of July 7, 2020, the City Council adopted Resolution No. 2020-89, Approving a Conditional Airport Use Permit with Toyota Research Institute, Inc. for use of the unused portion of the south tarmac at the Marina Municipal Airport for autonomous vehicle testing. The term of this permit is July 8, 2020 through December 31, 2020.

ANALYSIS:

In November, TRI communicated a request to extend their use of the unleased portion of the south tarmac to Joby and the Airport. With Joby's support, the Conditional Airport Use Permit (CAUP) for TRI to utilize the unleased portion of the south tarmac, approximately 8 acres, for autonomous vehicle testing through June 30, 2020 is presented for City Council consideration ("EXHIBIT A").

The CAUP lists Conditions of Approval which apply to conducting autonomous vehicle testing and the term of the permit is January 1, 2021 through June 30, 2020. TRI will be responsible for all permits, safety, personnel, and coordination of all safety issues with the Airport Services Manager and Marina Police and Fire Departments, as set forth in the CAUP conditions.

The City/Airport, through approval of the past CAUPs, has established the precedence of FAA approval for the temporary non-aeronautical use of the tarmac areas for revenue generation when the tarmac areas are not in demand by an aeronautical use.

Staff has determined that the findings for approval of the CAUP can be made, in that the proposed activity as conditioned will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working at the Marina Municipal Airport or be detrimental or injurious to property and improvements near the Marina Municipal Airport or to the general welfare of the City or be detrimental to or interfere with aviation activity at the Marina Municipal Airport.

Further findings for approval of the CAUP include that aeronautical demand for use of the unleased portion of the south tarmac does not exist at this time and that the use of this area for non-aeronautical purposes generates revenue to benefit and support the Airport.

FISCAL IMPACT:

Should the City Council approve this request, Toyota Research Institute, Inc. will pay \$400.00 per day for use of the unleased portion of the south tarmac and these revenues will be recorded in the Airport Enterprise Fund 555, Lic & Permits, Account No. 555.000.000.00-5200.010.

CONCLUSION:

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

Respectfully submitted,

Jeff Crechriou
Airport Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING A CONDITIONAL AIRPORT USE PERMIT WITH TOYOTA
RESEARCH INSTITUTE, INC. FOR USE OF THE UNLEASED PORTION OF
THE SOUTH TARMAC AT THE MARINA MUNICIPAL AIRPORT FOR
AUTONOMOUS VEHICLE TESTING AND AUTHORIZING CITY
MANAGER AND AIRPORT SERVICES MANAGER TO EXECUTE THE
CONDITIONAL AIRPORT USE PERMIT ON BEHALF OF THE CITY
SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY

WHEREAS, Toyota Research Institute, Inc. (TRI), a California corporation, with offices located in Los Altos California, made a request through Joby Aviation to conduct autonomous vehicle testing on the unleased portion of the south tarmac, approximately 8 acres, at the Marina Municipal Airport; and

WHEREAS, due to the COVID-19 pandemic, TRI is seeking a short-term agreement to conduct autonomous vehicle testing at a site closer to Los Altos so employees conducting the testing may return home versus having to stay away overnight; and

WHEREAS, TRI anticipates conducting periodic testing of approximately 4 to 5 times a month and for a day or two at a time. Joby Aviation and TRI have walked the site and feel that there is more than sufficient space enabling safe operations to the east of the Joby Tent building on the unleased portion of the south tarmac; and

WHEREAS, the City has approved previous Conditional Airport Use Permits (CAUP) for automotive related activities on the south tarmac, including autonomous vehicle testing, generating revenue to the benefit and support of the Airport. FAA reviewed and approved those previous CAUPs; and

WHEREAS, at a regular meeting of July 7, 2020, the City Council adopted Resolution No. 2020-89, Approving a Conditional Airport Use Permit with Toyota Research Institute, Inc. for use of the unleased portion of the south tarmac at the Marina Municipal Airport for autonomous vehicle testing. The term of this permit is July 8, 2020 through December 31, 2020; and

WHEREAS, in November, TRI communicated a request to extend their use of the unleased portion of the south tarmac to Joby and the Airport. With Joby's support, the Conditional Airport Use Permit (CAUP) for TRI to utilize the unleased portion of the south tarmac, approximately 8 acres, for autonomous vehicle testing through June 30, 2020 is presented for City Council consideration ("**EXHIBIT A**") ; and

WHEREAS, the CAUP lists Conditions of Approval which apply to conducting autonomous vehicle testing and the term of the permit is January 1, 2021 through June 30, 2020. TRI will be responsible for all permits, safety, personnel, and coordination of all safety issues with the Airport Services Manager and Marina Police and Fire Departments, as set forth in the CAUP conditions; and

WHEREAS, staff has determined that the findings for approval of the CAUP can be made, in that the proposed activity as conditioned will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working at the Marina Municipal Airport or be detrimental or injurious to property and improvements near the Marina Municipal Airport or to the general welfare of the City or be detrimental to or interfere with aviation activity at the Marina Municipal Airport; and

WHEREAS, Toyota Research Institute, Inc. will pay \$400.00 per day for use of the unleased portion of the south tarmac and these revenues will be recorded in the Airport Enterprise Fund 555, Lic & Permits, Account No. 555.000.000.00-5200.010; and

WHEREAS, the Conditional Airport Use Permit is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15301 (Class 1 – operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses).

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

1. Approve a Conditional Airport Use Permit with Toyota Research Institute, Inc. for use of the unleased portion of the south tarmac at the Marina Municipal Airport for autonomous vehicle testing; and
2. Authorize City Manager and Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of December 2020, 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

**MARINA MUNICIPAL AIRPORT
CONDITIONAL AIRPORT USE PERMIT
FOR USE OF THE UNLEASED PORTION
OF THE SOUTH TARMAC BY
TOYOTA RESEARCH INSTITUTE, INC.**

THIS IS TO CERTIFY THAT, the City of Marina City Council at a regular meeting held on December 15, 2020, considered the following request. The City Council at that meeting then approved this Conditional Airport Use Permit (“Permit”) for the use of the unleased portion of the south tarmac at the Marina Municipal Airport (“Airport”) under authority provided by Chapter 13.22 of the Marina Municipal Code, the Airport Operating Ordinance, and subject to the following conditions and restrictions.

REQUEST:

Request by Avinash Balachandran of **TOYOTA RESEARCH INSTITUTE, INC., a California corporation**, and any other entities under which the business shall do business as (“Permittee”) for permission to use the unleased portion of the south tarmac, approximately 8 acres, at the Marina Municipal Airport for autonomous vehicle testing. Other permittees have previously operated automotive-related events and activities, including autonomous vehicle testing utilizing the south tarmac. The Permit shall go into effect on January 1, 2021 and remain in effect through June 30, 2021.

BACKGROUND:

The members of the City Council serve as members of the Airport Commission. The Airport Commission is authorized to enact policies and regulations governing operations and the conduct of business on the Airport subject to the approval of the City Council. In order to keep the administrative record of the Airport Commission separate from the action of the City Council, the Commission’s role is to recommend to the Council approval or disapproval of a request.

COUNCIL ACTION:

The City Council adopted the following findings in justification of granting this Permit and granted the Permit as described herein subject to each of its Conditions of Approval and authorized the City Manager to execute same as described herein.

FINDINGS:

The City Council finds that, under strict conditions of approval:

1. Permittee’s autonomous vehicle testing activities and Permittee’s use of the unleased portion of the south tarmac will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.

2. Permittee's autonomous vehicle testing activities will not be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.
3. Permittee's autonomous vehicle testing activities, if conducted in accordance with the Conditions of this Permit, will be consistent with the California Environmental Quality Act Statutes and Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance (Municipal Code 13.22) of the City of Marina. The long-term use of the property is designated for aviation-related development in the Airport Master Plan and Airport Layout Plan.
4. Permittee's autonomous vehicle testing activities and the use of the unleased portion of the south tarmac will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. The unleased portion of the south tarmac of the Airport has not been in demand for aeronautical purposes and that the Permittee's non-aeronautical use generates revenue to benefit and support the Airport.
6. Reasonable time periods can be and are herein designated for Permittee's autonomous vehicle testing activities.
7. The charge established for the proposed use of the unleased portion of the south tarmac is reasonable.
8. The form and amount of liability insurance required herein, naming the City and the Airport as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory.
9. Pursuant to Government Code Section 831.7, the City is immune from any liability to its entity and employees resulting from the proposed use for autonomous vehicle testing and the insurance requirements set forth in this Permit are appropriate for this use. It is further found that, because those insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

CONDITION PRECEDENT:

Approval of this proposed use of the Airport by the Federal Aviation Administration (FAA) shall be a condition precedent to the effectiveness of this Permit. City shall have sole discretion to determine the satisfaction of this condition, which discretion shall be exercised upon a reasonable basis after conferring in good faith with Permittee. The City is responsible for obtaining FAA approval and Permittee shall fully cooperate with the City's efforts related thereto.

TERM OF PERMIT:

January 1, 2021 through June 30, 2020.

CHARGE:

The Permittee shall pay to the City a charge for the use of the unleased portion of the south tarmac in the amount of \$400.00 per day. The “days” include the days of activities, as well as any set up and breakdown days. Airport to provide invoices to Permittee and payment shall be due thirty-five days from invoice date. Payment shall be made to “City of Marina”, and mailed to 781 Neeson Road, Marina, California 93933, attention: Airport Services Manager.

Permittee acknowledges that late payment of the fee will cause the City to incur costs not contemplated by this Permit; the exact amount will be extremely difficult to ascertain. Permittee’s autonomous vehicle testing activities must be suspended until such time as the entire payment due under this Permit is remitted to the City. Should any payment due under this Permit remain unpaid ten days after the due date of such payment, a penalty of ten percent shall be added to any payments past due and owing. City and Permittee agree that this late charge represents a fair and reasonable estimate of costs that the City will incur by reason of the late payment of the fee by the Permittee. Acceptance of any such late charge shall not constitute a waiver of Permittee’s default with respect to the overdue amount, nor prevent the City from exercising any of the other rights and remedies available to it by reason of such default. Interest on any unpaid fees, charges and any penalty shall accrue at the rate of one and one-half percent per month thereafter until paid.

BUSINESS LICENSE:

Permittee shall obtain and keep current a business license issued by the City’s Finance Department. Permit does not go into effect until the business license is obtained.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants and conditions and the breach of any said terms, covenants or conditions shall be deemed sufficient cause for the suspension or termination of the Permit. Such suspension of the Permit shall be by the Airport Manager or his/her designee.

I. Operational

- A. Permittee’s autonomous vehicle testing activities shall be confined to the unleased portion of the south tarmac, as designated by the City and shown in “**Exhibit A.**” Permittee, by its acceptance of this Permit, acknowledges and understands the area to be used on the south tarmac, as established by the City, is a temporary designation and that this Permit does not contain, and may not be construed to convey, any vested right in Permittee to use any other area of the Airport in connection with Permittee’s activities.
- B. The unleased portion of the south tarmac and/or access route shall be maintained by Permittee to Airport standards to the satisfaction of the Airport Services Manager. When required, maintenance and any repairs of the unleased portion of the south tarmac and/or access route should be made in a timely manner and at the Permittee’s cost. Permittee shall at all times cooperate and coordinate with the City prior to and in the maintenance and repair of the middle tarmac.

- C. Prior to conducting any activity, Permittee should examine the condition of the unleased portion of the south tarmac to identify any existing damage. Upon examination, any preexisting damage should be documented and reported to the Airport Services Manager.
- D. In the event of any damages resulting from the Permittee's activities as determined by the City/Airport Services Manager, the responsible party(s) must pay for and repair all damages to Airport facilities in a timely manner
- E. At least 72 hours prior to conducting any autonomous vehicle testing activities, Permittee shall provide to and receive written approval of a written schedule of its activity dates from the Airport Services Manager and shall keep the Airport Services Manager fully informed on a timely basis by providing prior written notice concerning any and all changes concerning usage dates. The "usage dates" include the activity dates, as well as any set up and breakdown dates.
- F. Prior to the conducting any autonomous vehicle testing activities, Permittee shall provide to the Airport Services Manager a current list of names and contact information, including cell phone number, for principal persons who are responsible for the conduct of the activities and who should be contacted in the event of an emergency.
- G. Permittee shall adhere to any applicable FAA regulations and conduct all test operations in accordance with the City of Marina Municipal Code Chapter 13.22 "Operating Ordinance for Marina Municipal Airport" and any FAA regulations that may be in force or promulgated during the period in which the Permit is in force.
- H. For approved activity dates, autonomous vehicle testing may be conducted on the unleased portion of the south tarmac from 7:30 am to 5:30 pm, subject to wind, weather conditions and/or darkness as determined by the Airport Services Manager. The City may require Permittee to temporarily cease its use of the unleased portion of the south tarmac to accommodate special activities permitted by the City at the Airport. City will use its best efforts to notify Permittee within a reasonable time period prior to issuing such a requirement.
- I. Traffic entering or leaving the unleased portion of the south tarmac shall avoid crossing Taxiway A by accessing the site through the gate at Alpha Street and following the traffic route shown on "**Exhibit A**". Permittee shall provide personnel, directional signs, security fencing, barricades, cones or other approved means of delineation to control access to and from the unleased portion of the south tarmac, as shown on "**Exhibit A**" or as directed by the Airport Services Manager. If necessary, said personnel shall control access through the Alpha Street Manual Access Gate and direct traffic across the southern extent of Taxiway A to the southern extent of the south tarmac to ensure vehicles do not inadvertently access Taxiway A.

- J. If required, Permittee shall coordinate with the City Airport staff to file a Notice to Airmen (NOTAM) with the FAA at least 72 hours prior to any autonomous vehicle testing. Permittee shall cooperate with the City/Airport in notifying pilots, users and tenants of the Airport about the Permittee's activities and explaining how these activities will affect the Airport and airport operations.
- K. Permittee shall be responsible for installing and securing any security fencing, traffic cones, signs, striping or tape used to delineate areas of the unleased portion of the south tarmac as determined by the Airport Services Manager and any trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for any autonomous vehicle testing activities.
- L. If, in the sole determination of the Airport Services Manager, the event site requires sweeping for residual debris or Foreign Object Debris (FOD) as a result of Permittee's activities, the Airport Services Manager will so notify Permittee who will have an option to sweep debris from the site to the satisfaction of the Airport Services Manager or to request the City to sweep debris. If City personnel are required to remove debris from the event site, a charge of \$150.00 per hour with a two-hour minimum shall be assessed to Permittee and Permittee shall pay said charge at the time the regular per day charge is required to be paid. All sweeping must be completed as soon as possible of the day following autonomous vehicle testing activities.
- M. All trash must be removed from the site. If City personnel are required to remove garbage or refuse from the site, a charge of \$100.00 per hour with a two-hour minimum shall be assessed to Permittee and Permittee shall pay said charge at the time the regular per day charge is required to be paid.
- N. Parking spaces for vehicles not associated with autonomous vehicle testing shall be located at the north half of the parking lot west of Building 507, 3200 Imjin Road (outside of airport perimeter fence). Only vehicles essential to conducting the autonomous testing shall be inside of the airport perimeter fence as determined by the Airport Services Manager. There shall be no overnight parking or camping in any vehicle on Airport property per Municipal Code 10.40.150. All vehicles associated with Permittee's activities including customers, visitors, employees, and owners shall be parked in the parking lot described above. Any vehicles parked in non-approved areas may be removed.
- O. No persons shall possess or consume any alcoholic beverage or illegal drug in or around any areas when testing activities are taking place. No person employed by or providing services to Toyota Research Institute, Inc. shall posse, consume and/or have in his or her system any alcoholic beverage or illegal drug in or around any areas when testing activities are taking place. In addition, drivers/operators shall not posse or have in his or her systems any legal drug that impairs or could impair their ability to operate an autonomous or motor vehicle. This includes on the unleased portion of the south tarmac, in or around any associated vehicles, or anywhere on the Airport.

- P. Operational-related notifications of a non-emergency nature, which do not constitute reportable events (as set forth below), should be made to the Airport staff, either in person or by telephone (831-241-8628 and 831-212-5428). For occasions when the Airport staff may not be available and the matter requires immediate attention, the Police Department Watch Commander may be contacted (831-384-7575).
- Q. Any accident requiring medical attention must be reported in writing to the Airport Services Manager within 24 hours from the time of the accident.
- R. Permittee by accepting this Permit acknowledges that it has received and shall abide by the rules and regulations set forth in the Airport Operating Ordinance (Marina Municipal Code Chapter 13.22), and with all other applicable federal and state statutory and decisional laws, County of Monterey and City of Marina ordinances, rules and regulations, and the requirements of any other duly authorized government agency.

II. Reportable Events

- A. Permittee within 24-hours from the time of an accident or an incident or reportable event which violates Airport Rules and Regulations or conditions of this Permit, provide a written report of the incident using the attached Incident Report Form, as shown in **“Exhibit B”** to the Airport Services Manager via email to jcrechriou@cityofmarina.org. The Airport Services Manager shall acknowledge receipt of the form including the date and time received and shall provide a response to Permittee within 72 hours of receipt. The Airport Services Manager may also provide written notice to Permittee of an accident or incident or reportable event. Permittee shall acknowledge receipt of the form including the date and time received and shall provide a response to the Airport Services Manager within 72 hours of receipt.
- B. Operations of vehicles, including the autonomous test vehicle(s), for purposes other than accessing or conducting testing activities on the unleased portion of the south tarmac as designated in **“Exhibit A”** and any incident, accident or conflict caused with aircraft or airport tenants are defined as a reportable event under this Permit.
- C. Permittee must immediately, and no later than one hour, by phone or in person, contact the Airport Services Manager (831-241-8628) or Police or Fire Department duty officers to report any accident as required by these provisions and a copy of any written report shall be provided to the City. Any situation observed that might constitute a hazard to aircraft or is not in the interest of good safety practice at the Airport must be reported immediately to the Airport Services Manager, as described above, by telephone or in person.

III. Insurance and Indemnification Required

- A. Insurance. Permittee agrees to provide insurance in accordance with the requirements set forth herein. 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. Permittee's insurance is not expected to respond to claims that may arise from the acts or omissions of the City. Proof of insurance coverage shall be provided to the City upon request. If Permittee uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein,

Permittee agrees to amend, supplement or endorse the existing coverage to do so. The following coverage's shall be provided by Permittee and any other entities under which the corporation shall do business, shown as having been issued the policies of insurance required herein and which must be maintained on behalf of the City in accordance with the requirements set forth herein.

- B. Cancellation, Reduction, Change. In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage City shall promptly notify Permittee.
- C. Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or a form approved in advance by the City's Risk Manager. Total limits shall be no less than one million dollars per occurrence for all coverage's and one million dollars general aggregate. The City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers must be added as additional insured's using ISO additional insured endorsement form CG 20 1- 11 85. 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 shall not be limited to the vicarious liability or supervisory role of any additional insured. 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. Policies shall have concurrent starting and ending dates.
- D. Auto Insurance. Primary coverage must include all vehicles, including the truck with the stanchion mounted for the test, used in relation to the testing activities on the Airport and shall be written on a commercial or business auto coverage form approved by the City including hired auto liability for bodily injury and property damage. Limits shall be no less than one million dollars per accident. Starting and ending dates shall be concurrent. The City of Marina shall be added as an additional insured using an additional insured endorsement form approved by the City.

- E. Workers' Compensation/Employers' Liability. This 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 per accident or disease and shall add the City of Marina as an additional insured employer. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.
- F. Cancellation. In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage, City shall promptly notify Permittee.
- E. Indemnification. Permittee and City agree that City, its Airport, Council, boards and commissions, officers, employees, agents, and volunteers, should to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the activities permitted by this Permit (whether directly, indirectly or arising out of or connected in any way with the testing activities provided for herein. 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. Permittee acknowledges that City would not grant this Permit in the absence of the commitment from Permittee to indemnify and protect City as set forth here.

To the full extent permitted by law, Permittee shall defend, indemnify and hold harmless City, its Airport, 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 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 governed by this Permit. All obligations under this provision are to be paid by Permittee as they are incurred by the City.

Without affecting the rights of the City under any provision of law, this Permit or this section, Permittee shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault 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 solely at fault and not in instances where Permittee are solely or partially at fault or in instances where City's fault account for only a percentage of the liability involved. In those instances, the obligation of Permittee shall be all inclusive and City shall be indemnified for all liability

incurred, even though a percentage of the liability is attributable to conduct of the City.

Permittee acknowledges that its obligation pursuant to this section extends to liability attributable to the City, if that liability is less than the Sole fault of City. Permittee shall have no obligation under this Permit for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of the City.

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

Permittee agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from any assignee, subcontractor or any other person or entity involved by, for, with or on behalf of Permittee in the performance of the subject matter of this Permit. In the event Permittee fails to obtain such indemnity obligations from others as required here, Permittee agrees to be fully responsible according to the terms of this section.

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 Permittee and shall survive the termination of this Permit or this section.

G. Other Agreements. Permittee and City further agree as follows:

1. Insurance provisions supersede all other sections and provisions of this Permit to the extent that any other section or provision conflicts with or impairs the provisions of those sections.
2. Nothing contained in the insurance provisions is to be construed as affecting or altering the legal status of the parties to this Permit. The insurance requirements set forth in this Permit are intended to be separate and distinct from any other provision in this Permit and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this Permit shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Permit or any other Permit relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in the insurance provisions 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.

5. For purposes of insurance coverage only, this Permit shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Permit.
6. All general or auto liability insurance coverage provided pursuant to this Permit shall not prohibit Permittee, Permittee's employees, or agents from waiving the right of subrogation prior to a loss. Permittee hereby waives all rights of subrogation against the City.
7. Unless otherwise approved by City, Permittee's insurance shall be written by insurers authorized to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII."
8. In the event any policy of insurance required under this Permit 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 Permittee.
9. Permittee agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverage's required and an additional endorsement to Permittee's general liability and umbrella liability policies using ISO form CG 20 10 11 85 Certificate(s) are to reflect that the insurer shall provide 30 days notice of any cancellation of coverage. Permittee 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. Permittee agrees to provide complete copies of policies to City upon request.
10. Permittee shall provide proof that policies of insurance required herein expiring during the term of this Permit have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished at least two weeks prior to the expiration of the coverage's.
11. 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 Permit in no way waives any right or remedy of City or any additional insured, in this or any other regard.
12. Permittee agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insured's all parties to this Permit. Permittee agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Permittee agrees to require that no

contract used by any subcontractor, or contracts Permittee enters into on behalf of City, shall reserve the right to charge back to City the cost of insurance required by this Permit. Failure of City to request copies of such contracts shall not impose any liability on City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.

13. If any of Permittee's dba entities are or should become lawfully constituted as 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 insured's.
14. Permittee agrees to provide immediate notice to City of any claim or loss against Permittee 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.

IV. Enforcement, Suspension, and Termination

- A. The conditions of this Permit may be enforced by any means and methods by which the City may secure compliance with the provisions of its Municipal Code. These include but are not necessarily in order of or limited to the following: warning notices, administrative citations, civil or criminal enforcement or injunctive relief. Multiple enforcement remedies may be used to achieve compliance with respect to persons who commit continuing violations.
- B. In lieu of or in conjunction with enforcement remedies, this Permit may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee activities on the Airport, by the Airport Services Manager. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the Airport Services Manager it will immediately cease and suspend its use of airfield facilities outside of the leasehold area(s).
- C. The Airport Services Manager agrees to cooperate with Permittee in its efforts to remedy or to address a cited violation or notice of violation for which this Permit has been suspended. If and when such violation has been addressed to the satisfaction of the Airport Services Manager, immediate verbal notice of Permit reinstatement followed within not more than 24-hours by a written notice of Permit reinstatement shall be given to Permittee.
- D. This Permit may be suspended by action of the Airport Services Manager or the Airport Manager and terminated by action of the City Council or the Airport Commission.

- E. In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Permit 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 Permit 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.
- G. In the event of a request or action by the Federal Aviation Administration (FAA) to cease or terminate the activities as set forth in this conditional use permit, such permit shall become immediately null and void without requirement of any further action by the City Council. To the extent applicable, Permittee shall comply with all FAA Assurances as shown on "Exhibit C" attached hereto and made a part hereof.

V. Non-Transferability, No Exclusive Right, No Right to Lease

- A. This Permit is non-transferable.
- B. This permit shall not be construed or interpreted as an "exclusive right" within the provisions of section 308a of the FAA Act of 1958, as amended.
- C. This Permit is not, and may not be, construed as a lease of any City property, nor does it convey any right to such a lease.
- D. This Permit may be amended only by a writing signed by the authorized representatives of both the City and Permittee.

VI. Grant Agreement Covenants

Permittee acknowledges that City is subject to Federal grant agreement obligations as a condition precedent to granting of funds for the improvement of the Airport, and, accordingly agrees to, and agrees to be bound by, the following covenants provided by the FAA as they may apply to Permittee:

Permittee, by accepting this Permit expressly agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Marina Municipal Airport or otherwise constitutes a hazard. In the event this covenant is breached, City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of Permittee. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right for the passage of aircraft in the airspace above the surface of the Premises. The public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking from, or operation on the Airport

Permittee for itself and its personal representatives, successors in interest, and assigns as

part of the consideration hereto, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said premises. (2) that in the construction of any improvement on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination; (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the City (through the City Manager) shall have the right to terminate this Permit, and to re-enter and repossess the premises and hold the same as if this Permit had never been made or issued.

City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Permittee, and without interference of hindrance. The City reserves the right, but shall not be obligated to Permittee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport together with the right to direct and control all activities of Permittee in this regard. The Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. This requires the submission of FAA Form 7460-1, Notice of Construction or Alteration to the FAA.

The Permittee by accepting this Permit expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77 or above mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the Permittee.

The Permittee will furnish services on a reasonable and not unjustly discriminatory basis to all users and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. In the event of breach of the above covenant, the City (through the City Manager) shall have the right to terminate this Permit, and to re-enter and repossess the premises and hold the same as if this Permit had never been made or issued.

The Permit will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered

or required by the Airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

This Permit is subordinate to the City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport.

This Permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation, or maintenance of the Airport. Failure of the Permittee to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Permittee's rights hereunder.

VII. Modifications for Granting FAA Funds

In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Permit, Permittee agrees to consent in writing upon the request of City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Permit as may be reasonably required to enable the City to obtain FAA funds. A failure by Permittee to so consent shall constitute termination of this Permit.

VIII. Authority

The individual executing this Permit on behalf of Toyota Research Institute, Inc. represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of the corporation and that this Permit is binding upon the corporation in accordance with its terms.

IX. Notice

All notices and other communications required to be given under this Permit shall be in writing and shall be delivered at the addresses set out herein. Notice may be given by personal delivery, recognized overnight courier, by United States mail, by facsimile transmission, or by e-mail, in the manner set forth below. Notice shall be deemed to have been duly given: (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address; (b) if by overnight courier, on the first business day after being delivered to a recognized overnight courier; (c) if by mail, on the third business day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid; (d) if by facsimile transmission, the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine; or (e) if by e-mail, the business day after being transmitted, as evidenced by the confirmation generated by the sender's e-mail, addressed as follows (or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder):

To the City of Marina:

Airport Services Manager
City Hall
211 Hillcrest Avenue
Marina, CA 93933
Phone: 831-384-2901
Mobile: 831-241-8628
Facsimile: 831-582-0104
E-mail: jcrechriou@cityofmarina.org

With a copy to:

City Attorney – City of Marina
Wellington Law Offices
857 Cass Street, Suite D
Monterey, CA 93940
Phone: 831-373-8733
Facsimile: 831-373-7106
E-mail: attys@wellingtonlaw.com

To Toyota Research Institute, Inc.:

Toyota Research Institute, Inc.
4440 El Camino Real
Los Altos, CA 94022
Phone: 650-673-2225
Facsimile:
E-mail: legal@tri.global

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

THIS CERTIFICATE IS TO NOTIFY TOYOTA RESEARCH INSTITUTE, INC. that the above described Conditional Airport Use Permit was approved by the City of Marina City Council with their action and to become effective as specified in the Permit. However, requesters are notified that should any aggrieved party wish to appeal the decision of the City Council, a written appeal must be filed with the City Clerk no later than the end of the first work day which is at least ten calendar (10) days from the issuance of this Certificate, no later than 5:00 P.M. on Monday, January 4, 2021. Such appeal must set forth specifically the points at issue, the reasons for the appeal and describe why the person appealing the decision believes there was an error or abuse of discretion by the City Council. Should no appeal be filed within this time limit, this Certificate shall be valid as written. Any action for judicial review of this decision must be brought within the time limits specified in the California Code of Civil Procedure Section 1094.6.

Dated: December 15, 2020 at Marina, California

APPROVED/ATTEST

Layne Long
City Manager/Airport Manager
City of Marina

Jeff Crechriou
Airport Services Manager
City of Marina

Date: _____ 2020

Date: _____ 2020

I HAVE READ, UNDERSTAND AND ACKNOWLEDGE AND AGREE TO THE CONDITIONS SET FORTH IN THIS PERMIT:

Kelly Kay
Executive Vice President
Toyota Research Institute, Inc.

Date: _____ 2020

Attest: Pursuant to Resolution No. 2020-____

Anita Shepherd-Sharp, Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENTS:

EXHIBIT A Site Plan and Access Route
EXHIBIT B Incident Report Form
EXHIBIT C FAA Assurances

EXHIBIT A

Site Plan and Access Route



EXHIBIT B

Incident Report Form

INCIDENT REPORT FORM – FOR OFFICIAL USE ONLY

Date of Incident _____

Pilot in Command _____

Total Passengers _____

Name of Ground Observer _____

Name of Person(s) Involved: _____

Explanation: _____

Report Prepared by _____

Date _____

Received by _____

Date / Time _____

MARINA MUNICIPAL AIRPORT

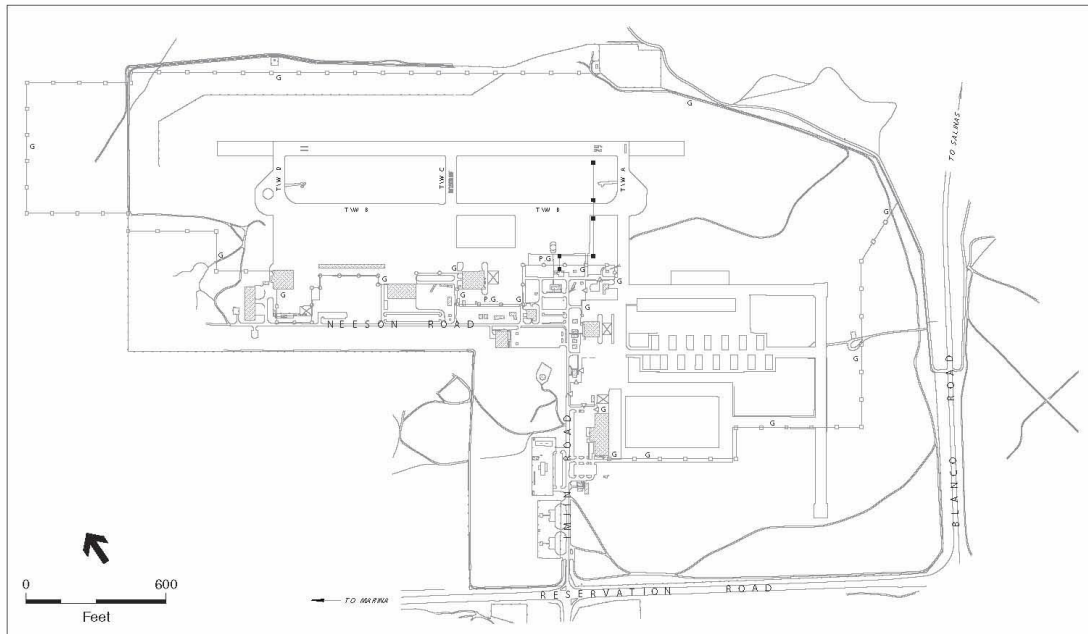


EXHIBIT C

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the City of Marina shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Marina shall have the right to terminate this permit and

the estate hereby created without liability therefore or at the election of the City of Marina or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Marina reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.

9. The City of Marina reserves the right, but shall not be obligated to the Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Permittee in this regard.

10. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Marina and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Marina, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Marina Municipal Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present of future building or structure situated on the permitted premises.

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet.

In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.

14. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Marina Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 15, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING A CONDITIONAL AIRPORT USE PERMIT FOR SKYDIVE
MONTEREY BAY, INC. TO USE AN INTERIM PARACHUTE DROP ZONE
AT THE MARINA MUNICIPAL AIRPORT AND AUTHORIZING CITY
MANAGER AND AIRPORT SERVICES MANAGER TO EXECUTE THE
CONDITIONAL AIRPORT USE PERMIT ON BEHALF OF THE CITY
SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, approving a Conditional Airport Use Permit for Skydive Monterey Bay, Inc. to use an interim parachute drop zone at the Marina Municipal Airport; and
2. Authorizing City Manager and Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

Skydive Monterey Bay, Inc. (SMB) has operated at Marina Municipal Airport since June 1996 and has utilized the eastern portion of the Airport (near the north tarmac) for parachute landings under terms and conditions of Conditional Airport Use Permits (CAUP).

In April of 2013 SMB submitted an application for a CAUP Amendment requesting that the City Council consider relocating the interim parachute drop zone to vacant land north of the north tarmac.

In 2013, the City received a \$300,000 grant from the Federal Aviation Administration (FAA) to update the Marina Municipal Airport Master Plan. The evaluation of relocation options for the interim parachute drop zone was one of seven main goals in the scope of services for the Airport Master Plan Update and was conducted pursuant to FAA safety guidelines for drop zones.

At a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-149, approving a CAUP for Skydive Monterey Bay, Inc. to use an interim parachute drop zone at the Marina Municipal Airport from January 1, 2019 through December 31, 2020.

The 2018 permit provided for the interim parachute drop zone in the requested area north of the north tarmac and east of the former Taxiway A. To date, this drop zone location has been working effectively to reduce conflicts with the non-aeronautical activities being conducted on the north and south tarmacs and to improve the turnaround times between jumps.

ANALYSIS:

The CAUP to utilize an interim parachute drop zone is presented for City Council consideration (“EXHIBIT A”).

The interim parachute drop zone located north of the north tarmac and east of the former Taxiway A (see EXHIBIT A of the Permit) has been identified and designated in the Airport Master Plan as the long-term location for use as an interim parachute drop zone.

The CAUP allows for SMB’s use of the interim parachute drop zone for the period of January 1, 2021 through December 31, 2023. The monthly charge for SMB’s use of an interim parachute drop zone is proposed at \$500 which is consistent with the recommended rate in the latest Airport Rent and Fees Study.

The purpose of the permit requirements is to ensure that skydiving operations are consistent with existing and proposed future airport operations as well as in accordance with appropriate local, state and federal policies and regulations pertaining to aviation as it relates to skydiving (parachuting) activities.

Staff has determined that the findings for approval of a CAUP can be made, in that the proposed activity as conditioned will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working at the Marina Municipal Airport or be detrimental or injurious to property and improvements near the Marina Municipal Airport or to the general welfare of the City or be detrimental to or interfere with other aviation activity at the Marina Municipal Airport.

Further findings for approval of the CAUP include that SMB business draws people to the City and Airport and that the use of the interim parachute drop zone on the Airport generates revenue to benefit and support the Airport.

FISCAL IMPACT:

Should the City Council approve this request, annual revenue under the terms of the permit as proposed is \$6,000 and will be recorded in the Airport Operations Fund 555, Lic & Permits, Account No. 555.000.000.5200.010.

CONCLUSION:

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

Respectfully submitted,

Jeff Crechriou
Airport Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING A CONDITIONAL AIRPORT USE PERMIT FOR SKYDIVE
MONTEREY BAY, INC. TO USE AN INTERIM PARACHUTE DROP ZONE AT
THE MARINA MUNICIPAL AIRPORT AND AUTHORIZING CITY MANAGER
AND AIRPORT SERVICES MANAGER TO EXECUTE THE CONDITIONAL
AIRPORT USE PERMIT ON BEHALF OF THE CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, Skydive Monterey Bay, Inc. (SMB) has operated at Marina Municipal Airport since June 1996 and has utilized the eastern portion of the Airport (near the north tarmac) for parachute landings under terms and conditions of Conditional Airport Use Permits (CAUP); and

WHEREAS, having SMB at the Marina Municipal Airport is desirable and generates revenue for the airport; and

WHEREAS, at a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-149, approving a CAUP for Skydive Monterey Bay, Inc. to use an interim parachute drop zone at the Marina Municipal Airport from January 1, 2019 through December 31, 2020; and

WHEREAS, the 2018 permit provided for the interim parachute drop zone in the requested area north of the north tarmac and east of the former Taxiway A. To date, this drop zone location has been working effectively to reduce conflicts with the non-aeronautical activities being conducted on the north and south tarmacs and to improve the turnaround times between jumps; and

WHEREAS, the CAUP to utilize an interim parachute drop zone is presented for City Council consideration (“**EXHIBIT A**”); and

WHEREAS, the interim parachute drop zone located north of the north tarmac and east of the former Taxiway A (see EXHIBIT A of the Permit) has been identified and designated in the Airport Master Plan as the long-term location for use as an interim parachute drop zone; and

WHEREAS, the CAUP allows for SMB’s use of the interim parachute drop zone for the period of January 1, 2021 through December 31, 2023. The monthly charge for SMB’s use of an interim parachute drop zone is proposed at \$500 which is consistent with the recommended rate in the latest Airport Rent and Fees Study; and

WHEREAS, the purpose of the permit requirements is to ensure that skydiving operations are consistent with existing and proposed future airport operations as well as in accordance with appropriate local, state and federal policies and regulations pertaining to aviation as it relates to skydiving (parachuting) activities; and

WHEREAS, SMB will be responsible for all permits, sanitary facilities, safety, medical personnel, and coordination of all safety and operational issues with the Airport and Fire Departments; and

WHEREAS, staff has determined that the findings for approval of a CAUP can be made, in that the proposed activity as conditioned will not be detrimental to the health, safety, peace, morals,

comfort, and general welfare of persons residing or working at the Marina Municipal Airport or be detrimental or injurious to property and improvements near the Marina Municipal Airport or to the general welfare of the City or be detrimental to or interfere with other aviation activity at the Marina Municipal Airport; and

WHEREAS, further findings for approval of the CAUP include that SMB business draws people to the City and Airport and that the use of the interim parachute drop zone on the Airport generates revenue to benefit and support the Airport; and

WHEREAS, annual revenue under the terms of the permit as proposed is \$6,000 and will be recorded in the Airport Operations Fund 555, Lic & Permits, Account No. 555.000.000.5200.010; and

WHEREAS, the Conditional Airport Use Permit is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, section 15301, Existing Facilities.

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

1. Approve Conditional Airport Use Permit for Skydive Monterey Bay Inc. to use an interim parachute drop zone at the Marina Municipal Airport; and
2. Authorize City Manager and Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of December 2020, 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

**MARINA MUNICIPAL AIRPORT
CONDITIONAL AIRPORT USE PERMIT
FOR THE USE OF THE INTERIM PARACHUTE DROP ZONE
AND ANY SPECIFIED ALTERNATE INTERIM PARACHUTE DROP ZONE BY
SKYDIVE MONTEREY BAY INC**

THIS IS TO CERTIFY THAT, the City of Marina (“City”) City Council at a regular meeting held on December 15, 2020, considered the following request. The City Council at that meeting then approved this Conditional Airport Use Permit (“Permit) for the use of the Interim Parachute Drop Zone and any specified Alternate Interim Parachute Drop Zone at the Marina Municipal Airport (“Airport”) under authority provided by the Airport Operating Ordinance Number 96-01, dated March 7, 1996 and subject to the following conditions and restrictions.

REQUEST:

Request by Mr. Greg Nardi on behalf of **SKYDIVE MONTEREY BAY INC a California C-corporation (CA Entity Number C3503196)** and any other entities under which the business shall do business as (“Permittee”) for permission to use the Interim Parachute Drop Zone and any specified Alternate Interim Parachute Drop Zone at the Airport. Permittee has previously operated the commercial parachuting business at the Airport, including skydiving lessons (skydiving, parachute jumping, or parachuting are terms that are identical in meaning for purposes of this Permit), parachute jumps, equipment sales, ground school, equipment storage, maintenance, and the operation of Permittee’s administrative office. The Permit shall go into effect on January 1, 2021 and remain in effect for a thirty-six (36) month period ending on December 31, 2023.

BACKGROUND:

The members of the City Council serve as members of the Airport Commission. The Airport Commission is authorized to enact policies and regulations governing operations and the conduct of business on the Airport subject to the approval of the City Council. In order to keep the administrative record of the Airport Commission separate from the action of the City Council, the Commission’s role is to recommend to the Council approval or disapproval of a request.

COUNCIL ACTION:

The City Council adopted the following findings in justification of granting this Permit and granted the Permit as described herein subject to each of its Conditions of Approval and authorized the City Manager to execute same as described herein.

FINDINGS:

The City Council finds that, under strict conditions of approval:

1. Parachute jumping activities and Permittee’ use of the Interim Parachute Drop Zone and any Alternate Interim Parachute Drop Zone will not be detrimental to health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.

2. Parachute jumping is an aeronautical use which will not be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.
3. Parachute jumping activities, if conducted in accordance with the conditions of this Permit will be consistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City of Marina. The use of the Interim Parachute Drop Zone is identified and designated in the Airport Master Plan as the long-term location for use as a parachute drop zone.
4. Parachute jumping activities and the use of the Interim Parachute Drop Zone and any Alternate Interim Parachute Drop Zone will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. The Interim Parachute Drop Zone and any Alternate Interim Parachute Drop Zone can be safely maintained within the boundaries of the Airport.
6. Reasonable time periods can be and are herein designated for parachute jumping and related activities.
7. The charge established for the proposed use of the Interim Parachute Drop Zone and any Alternate Interim Parachute Drop Zone is reasonable.
8. The Release of Liability and Assumption of Risk Agreements to be obtained from the parachute jumpers and the form and amount of liability insurance required herein, naming the City and the Airport as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory. Any previous editions of these forms shall be modified to indicate the business name of the Permittee: Skydive Monterey Bay Inc.
9. Pursuant to Government Code Section 831.7, the City is immune from any liability resulting from the proposed use for skydiving and sport parachuting are hazardous recreational activities and that third party liability insurance for the act of parachute jumping is not available and that, therefore, the insurance requirements set forth in this Conditional Use Permit are appropriate for this use. It is further found that, because those insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

TERM OF PERMIT:

January 1, 2021 to December 31, 2023.

CHARGE:

The Permittee shall pay to the City a monthly charge for the use of the Interim Parachute Drop Zone and/or any Alternate Interim Parachute Drop Zone in the amount of \$500.00 per month. This amount shall be paid on or before the first day of every month during the term of this Permit

at the City's Finance Office, located at City Hall, 211 Hillcrest Avenue, Marina, California 93933.

Permittee acknowledges that late payment of the charges will cause the City to incur costs not contemplated by this Permit; the exact amount will be extremely difficult to ascertain. Permittee's operations, including but not limited to parachute jumping activities, must be suspended until such time as the entire payment due under this Permit is remitted to the City. Should any payment due under this Permit remain unpaid ten days after the due date of such payment, a penalty of 10% shall be added to any payments past due and owing. City and Permittee agree that this late charge represents a fair and reasonable estimate of costs that the City will incur by reason of the late payment of rent by the Permittee. Acceptance of any such late charge shall not constitute a waiver of Permittee's default with respect to the overdue amount, nor prevent the City from exercising any of the other rights and remedies available to it by reason of such default. Interest on any unpaid rents, charges and any penalty shall accrue at the rate of 1.5% per month thereafter until paid.

BUSINESS LICENSE:

Permittee shall obtain and keep current a business license issued by the City's Finance Department. Permit does not go into effect until the business license is obtained.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants and conditions, and the breach of any said terms, covenants or conditions shall be deemed sufficient cause for the suspension or termination of the Permit. Such suspension of the Permit shall be by the Airport Manager or his/her designee.

I. Operational

- A. Skydiving shall be confined to the Interim Parachute Drop Zone and/or any Alternate Interim Parachute Drop Zone designated by the City and/or shown in "**Exhibit A**". Permittee, by its acceptance of this Permit, acknowledge and understand the Interim Parachute Drop Zone as established by the City is a temporary designation and that this Permit does not contain and may not be construed to convey any vested right in Permittee to use another area of the Airport as a drop zone in connection with parachute jumping activities should the City, in its sole discretion, decide to abolish or to move the Interim Parachute Drop Zone off of the Airport premises. The Interim Parachute Drop Zone and any Alternate Interim Parachute Drop Zone are designated areas that are to be maintained by Permittee to Airport standards, and at all times free of any structures, vehicles (except for shuttle vehicles then in use to transport skydivers), debris and trash. The Interim Parachute Drop Zone contains a radius of 200 meters +/- and any Alternate Interim Parachute Drop Zone contains a minimum radius of 100 meters +/- . Prior to conducting any parachute jumping operations, Permittee must examine the condition of the Interim Parachute Drop Zone and/or any Alternate Interim Parachute Drop Zone to determine if it is in a safe condition to use as a landing site. Permittee will at all times cooperate and coordinate with

the Airport prior to and in the possible maintenance of the Interim Parachute Drop Zone and/or any Alternate Interim Parachute Drop Zone.

- B. A Lease between the Permittee and the City for premises located within Building/Hangar 533 at the Airport is on file with the City and has been approved by the City. The Lease provides terms and conditions for Permittee's continued use of areas of Building/Hangar 533 and such other parts of the areas around Building/Hangar 533, including the assignment of parking spaces for use by Permittee and its customers, and premises as set forth in the Lease.
- C. Permittee shall adhere to any applicable FAA regulations and conduct all parachute operations in accordance with the following:
- United States Parachute Association (USPA) Basic Safety Requirements;
 - USPA *Skydiver's Information Manual*;
 - USPA *Skydiving Aircraft Operations Manual*;
 - Federal Aviation Regulation (FAR) Part 61 – *Certification: Pilots, Flight Instructors, and Ground Instructors*;
 - FAR Part 65 – *Certification: Airmen other than Flight Crewmembers*;
 - FAR Part 91 – *General Operating and Flight Rules*;
 - FAR Part 105 – *Parachute Operations*;
 - FAR Part 119 – *Certification: Air Carriers and Commercial Operators*;
 - Advisory Circular (AC) 90-66A – *Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers*;
 - AC 91-45C, *Waivers: Aviation Events* – Chapter 6: *Waiver Provisions*;
 - AC 105-2E – *Sport Parachuting*;
 - 49 Code of Federal Regulations (CFR) Part 830, *National Transportation Safety Board, Notification and Reporting of Aircraft Accidents or Incidents and Overdue Aircraft, and Preservation of Aircraft Wreckage, mail, Cargo, and Records*;
 - Letter of Agreement with FAA control tower staff ("**Exhibit B**"); and
 - City of Marina Municipal Code Chapter 13.22 (Ordinance No. 96-01), "Operating Ordinance for Marina Municipal Airport."

Permittee will also adhere to any subsequent FAA regulations or USPA guidance that may be promulgated during the period in which the permit is in force.

- D. Skydiving operations shall be conducted only from 9:00 am to sunset, seven (7) or fewer days a week, subject to wind and weather conditions. With prior written permission of the Airport Services Manager, or his/her designee (hereinafter AMD), Permittee may conduct a test of the suitability of the Airport for night parachute jumping activities.

The City will require Permittee to temporarily cease its use of the Interim Parachute Drop Zone and/or any Alternate Interim Parachute Drop Zone to accommodate special activities permitted by the City at the Airport. City will use its best efforts to notify Permittee within a reasonable time period prior to issuing such a requirement.

- E. Permittee shall not allow anyone to travel across the runway, taxiways or ramps without proper flag or lighting and radio equipment, powered up and tuned to frequency 122.7 or such frequency as the FAA or AMD shall designate in writing.
- F. Shuttle vehicles shall operate within the airside route identified by “**Exhibit A**”, yielding the right of way to aircraft at all times.

All shuttle vehicles used for Permittee operations within the Aircraft Operations Area (AOA) shall be identified and legally licensed, insured, and registered or leased to Permittee. Shuttle vehicles shall be marked as required and flagged or lighted in accordance FAA requirements.

Shuttle drivers must be appropriately licensed, in accordance with the requirements of the State of California, for operation of the motor vehicle being operated as a shuttle vehicle.

When traveling on the airside route, shuttles shall travel no faster than 15 mph and cooperate with and maintain safe vehicle driving practices with any other user of airport tarmac. All gates used to access the AOA shall be closed after entering or exiting.

- G. Permittee shall prepare and submit an event plan to the Airport Services Manager for controlling spectators, participants and parking of vehicles and aircraft associated, directly or indirectly with its operations. Neither spectators nor their personal vehicles shall be permitted beyond the approved shuttle loading area at Building/Hangar 533. Permittee may shuttle spectators to the utilized drop zone. Permittee shall be responsible for and in control of spectators at all times when spectators are within the Airport Operations Area and at the Interim Parachute Drop Zone and/or any Alternate Interim Parachute Drop Zone.
- H. Each event shall be attended by one ground observer who has been trained to serve as a safety officer and is an employee of Permittee. The observer shall be equipped with an operable aviation radio and shall monitor the Airport frequency (122.7) at all times when parachute jumping is occurring. This ground observer

will be responsible for communicating with any aircraft on Taxiway A or on the Taxi Lane approaching the Interim Parachute Drop Zone to maintain a safe separation between active aircraft and skydivers landing. Further, this ground observer will be responsible for the safety of all persons in the Interim Parachute Drop Zone and will attempt to stop any parachute jump from taking place if the ground observer determines that conditions are unsafe. The jumpmaster or pilot-in-command will receive verbal confirmation from the ground observer that the Interim Parachute Drop Zone is not free of hazards or adverse weather conditions occur. The pilot-in-command will be responsible for in-flight parachute jumping operations.

- I. The initial loading of skydivers may take place at Skydive Monterey Bay's hangar location, then loading of skydivers at the Interim Parachute Drop Zone shall take place at the area shown on "**Exhibit A**".

Access to the aircraft boarding area shall be restricted only to experienced skydivers and student skydivers. All student skydivers are to be under the direct supervision of their jumpmasters. All boarding skydivers must approach the aircraft from behind the wing. Permittee shall review these boarding procedures with all skydivers on a regular basis.

- J. Radio equipment and use requirements shall be consistent with the USPA Skydiver's Information Manual and FAA Regulations. The frequency used should comply with the frequency identified in the LOA with NORCAL TRACON. Frequency 122.7 will be used for all ground and air activities associated with parachute operations.

- K. Parking spaces for vehicles shall be as set forth in the Lease. There shall be no overnight parking or camping in any vehicle on Airport property per Municipal Code 10.40.150 unless requested in advance and approved by the Airport Services Manager. All vehicles associated with Permittee's activities including customers, visitors, employees, owners shall be parked in approved parking areas as specified in Permittee's lease with the City. Any vehicles parked in non-approved areas may be removed.

- L. No persons shall possess or consume any alcoholic beverage or illegal drug in or around any areas when parachute jumping activities are taking place. No person employed by or providing services to Permittee shall possess, consume and/or have in their system any alcoholic beverage or illegal drug in or around any areas when Permittee's activities are taking place. This includes the Interim Parachute Drop Zone site, the aircraft boarding area, ground school area, on board any aircraft or motor vehicles, and Permittee's office and commercial sales areas. No person shall act or attempt to act as a crew member of a civil aircraft:

1. Within 8 hours after the consumption of any alcoholic beverage;
2. While under the influence of alcohol;
3. While using any drugs that affects the person's faculties in any way contrary to safety; or

4. While having an alcohol concentration of 0.04 or greater in the blood or breath specimen. (Alcohol concentration means grams of alcohol/deciliter of blood, or grams of alcohol/210 liters of breath).

Except in an emergency, no pilot of a civil aircraft may allow a person who appears to be intoxicated or who demonstrates any manner or physical indication that the individual is under the influence of drugs to be carried in that aircraft.

- M. If Permittee operates fuel servicing equipment, that equipment must fully meet safety requirements as determined by the City's Risk Manager, Fire Department and AMD and must be clearly labeled as to the type of fuel contained. Fuel servicing equipment will be withdrawn from use and removed from the Airport during any period of deficiency. Surfaces upon which fuel servicing equipment is parked, in accordance with the Airport Master Plan and AMD, any adjacent areas must be kept clear of accumulation of oil, grease, fuel and debris which are potential fire and safety hazards. Equipment used for fueling of aircraft shall be insured to the satisfaction of the City's Risk Manager; insurance may include but is not necessarily limited to liability for sudden and accidental pollution and coverage for property damage and bodily injury arising out of the operation of the fuel equipment. Any equipment used for fueling of aircraft shall be inspected by the Airport's fuel provider and may be inspected by the City's Fire Department prior to being brought onto the Airport by Permittee.
- N. Operational-related notifications of a non-emergency nature, which do not constitute reportable events (as set forth below), should be made to the Airport administrative staff, either in person or by telephone at 831-241-8628. For occasions when the Airport administrative staff may not be available, and the matter requires immediate attention, the Police Department Watch Commander may be contacted (831-384-7575).

II. Reportable Events

- A. Permittee, within 24-hours from the time of an accident, incident or reportable event which violates the items identified in Section I, paragraph 3 of this Conditional Airport Use Permit, shall provide a written report of the incident to the City using the attached Incident Report Form ("**Exhibit C**"). AMD shall acknowledge receipt of the form including the date and time received and shall provide a response to Permittee within 72 hours of receipt. AMD shall provide written notice to Permittee of an accident or incident or reportable event. Permittee shall acknowledge receipt of the form including the date and time received and shall provide a response to AMD within 72 hours of receipt.
- B. A landing by a parachute jumper outside of the Interim Parachute Drop Zone and/or Alternate Interim Parachute Drop Zone is defined as a reportable event under this Permit.

- C. Any incident reportable under USPA guidance must be reported to the AMD. Any accident requiring medical transport or medical emergency services shall also be reported in the manner set forth at Paragraph 1 above.
- D. Permittee must immediately, and no later than one hour, by phone or in person, contact the AMD or Police or Fire Department duty officers to report any accident as required by the provisions of 49 CFR 830, and a copy of any written report shall be provided to the City. Any situation observed that might constitute a hazard to parachute jumpers or aircraft or is not in the interest of good safety practice at the Airport must be reported immediately to a City official or officer, as described above, by telephone, in person, or using the Incident Report Form.

III. Release of Liability and Assumptions of Risk Agreement, Insurance and Indemnification Required

- A. Release of Liability. Each parachute jumper and any aircraft passenger shall, prior to being listed on the aircraft's manifest and boarding the aircraft, sign a Release of Liability and Assumption of Risk Agreement ("Release"), a copy of which is attached hereto as "**Exhibit D**", and a copy of every such executed Release shall be provided to the AMD upon request. Each calendar year a new Release must be obtained for all parachute jumpers. The current release on file for any jumper must not be more than twelve months old. Permittee must retain the original of all executed Releases in its files for a period of no less than three (3) years from their date of execution. Permittee shall create an aircraft manifest, on a form approved by the City, listing the first and last name and capacity of every person on board any flight on which parachute jumping operations are conducted and which originates from the Airport.

Permittee will provide the AMD with a copy of all flight manifests on a monthly basis, which must be signed by an employee of the Permittee certifying their accuracy ("**Exhibit E**"). All data in the manifest must be fully legible. Permittee will allow the AMD to inspect, audit or to copy any release or manifest upon prior receipt of reasonable notice.

- B. Proof of Coverage. Permittee agrees to provide insurance in accordance with the requirements set forth herein. Proof of insurance coverage shall be provided to the City upon request. If Permittee uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Permittee agrees to amend, supplement or endorse the existing coverage to do so. The following coverage's will be provided by Permittee, Skydive Monterey Bay Inc, and any other entities under which the corporation shall do business, shown as having been issued the policies of insurance required herein and which must be maintained on behalf of the City in accordance with the requirements set forth herein.

- **Aircraft/Premises Liability.** For any aircraft owned, used, leased to or under the control of Permittee and used in connection with parachute jumping activities on or from the Airport, Permittee shall provide evidence of insurance coverage, satisfactory to the Risk Manager of the City and

consistent with the requirements of the Monterey Bay Area Self Insurance Authority, in the minimum amount of one million dollars, single limit, excluding passengers and occupants bodily injury combined each occurrence. The City of Marina shall be added as an additional insured using an additional insured endorsement form approved by the City.

- **Auto Insurance.** Primary coverage must include vehicles used to shuttle parachute jumpers on the Airport and shall be written on a commercial or business auto coverage form approved by the City including hired auto liability for bodily injury and property damage. Limits shall be no less than one million dollars per accident. Starting and ending dates shall be concurrent. The City of Marina shall be added as an additional insured using an additional insured endorsement form approved by the City.
- **Workers' Compensation/Employers' Liability** 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 per accident or disease and shall add the City of Marina as an additional insured employer. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.

C. Cancellation, Reduction, or Change. In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage City shall promptly notify Permittee.

D. Indemnity. Permittee and City agree that City, its Airport, Council, boards and commissions, officers, employees, agents, and volunteers, should to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the activities permitted by this Permit (whether directly, indirectly or arising out of or connected in any way with the parachute jumping activities provided for herein). 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. Permittee acknowledges that City would not grant this Permit in the absence of the commitment from Permittee to indemnify and protect City as set forth here.

To the full extent permitted by law, Permittee shall defend, indemnify and hold harmless City, its Airport, 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 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 Permit. All obligations under this provision are to be paid by Permittee as they are incurred by the City.

Without affecting the rights of the City under any provision of law, this Permit or this section, Permittee shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault 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 solely at fault and not in instances where Permittee are solely or partially at fault or in instances where City's fault account for only a percentage of the liability involved. In those instances, the obligation of Permittee 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.

Permittee acknowledges that its obligation pursuant to this section extends to liability attributable to the City, if that liability is less than the Sole fault of City. Permittee shall have no obligation under this Permit for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of the City.

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

Permittee agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from any assignee, subcontractor or any other person or entity involved by, for, with or on behalf of Permittee in the performance of the subject matter of this Permit. In the event Permittee fails to obtain such indemnity obligations from others as required here, Permittee agrees to be fully responsible according to the terms of this section. 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 Permittee and shall survive the termination of this Permit or this section.

E. Other Agreements re Insurance.

Permittee and City further agree as follows:

1. Insurance provisions supersede all other sections and provisions of this Permit to the extent that any other section or provision conflicts with or impairs the provisions of those sections.

2. Nothing contained in the insurance provisions is to be construed as affecting or altering the legal status of the parties to this Permit. The insurance requirements set forth in this Permit are intended to be separate and distinct from any other provision in this Permit and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this Permit shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Permit or any other Permit relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in the insurance provisions 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.
5. For purposes of insurance coverage only, this Permit shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Permit.
6. All general or auto liability insurance coverage provided pursuant to this Permit shall not prohibit Permittee, Permittee's employees, or agents from waiving the right of subrogation prior to a loss. Permittee hereby waives all rights of subrogation against the City.
7. Unless otherwise approved by City, Permittee's insurance shall be written by insurers authorized to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII".
8. In the event any policy of insurance required under this Permit 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 Permittee.
9. Permittee agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverage's required and an additional endorsement to Permittee's general liability and umbrella liability policies using ISO form CG 20 10 11 85 Certificate(s) are to reflect that the insurer shall provide 30 days notice of any cancellation of coverage. Permittee 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 upon request.

10. Permittee shall provide proof that policies of insurance required herein expiring during the term of this Permit have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished at least two weeks prior to the expiration of the coverage's.
11. 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 Permit in no way waives any right or remedy of City or any additional insured, in this or any other regard.
12. Permittee agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insured's all parties to this Permit. Permittee agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. Permittee agrees to require that no contract used by any subcontractor, or contracts Permittee enters into on behalf of City, shall reserve the right to charge back to City the cost of insurance required by this Permit. Failure of City to request copies of such contracts shall not impose any liability on City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.
13. If any of Permittee's dba entities are or should become lawfully constituted as 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 insured's.
14. Permittee agrees to provide immediate notice to City of any claim or loss against Permittee 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.

IV. Enforcement, Suspension, or Termination

- A. The conditions of this Permit may be enforced by any means and methods by which the City may secure compliance with the provisions of its Municipal Code. These include but are not necessarily in order of or limited to the following: warning notices, administrative citations, civil or criminal enforcement or injunctive relief. Multiple enforcement remedies may be used to achieve compliance with respect to persons who commit continuing violations.
- B. In lieu of or in conjunction with enforcement remedies, this Permit for parachute jumping activities may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee activities on the Airport, by the AMD. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the AMD, it will immediately

cease and suspend its use of the Interim Parachute Drop Zone and/or any Alternate Interim Parachute Drop Zone.

- C. AMD agrees to cooperate with Permittee in its efforts to remedy or to address a cited violation or notice of violation for which this Permit has been suspended. If and when such violation has been addressed to the satisfaction of the AMD, a written notice of Permit reinstatement shall be given to Permittee.
- D. This Permit may be terminated by action of the Council, after notice and a public hearing.
- E. In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Permit 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 Permit 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.

V. Non-Transferability, No Exclusive Right, No Right to Lease

- A. This Permit is non-transferable.
- B. This permit shall not be construed or interpreted as an “exclusive right” within the provisions of section 308a of the FAA Act of 1958, as amended.
- C. This Permit is not a may not be construed as a lease of any City property, nor does it convey any right to such a lease.

VI. Notice

All notices and other communications required to be given under this Permit shall be in writing and shall be delivered at the addresses set out herein. Notice may be given by personal delivery, recognized overnight courier, by United States mail, by facsimile transmission, or by e-mail, in the manner set forth below. Notice shall be deemed to have been duly given: (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address; (b) if by overnight courier, on the first business day after being delivered to a recognized overnight courier; (c) if by mail, on the third business day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid; (d) if by facsimile transmission, the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine; or (e) if by e-mail, the business day after being transmitted, as evidenced by the confirmation generated by the sender's e-mail, addressed as follows:

To the City of Marina:

Airport Services Manager
City Hall
211 Hillcrest Avenue
Marina, California 93933

Phone: 831-384-2901
Mobile: 831-241-8628
Facsimile: 831-384-9148
E-mail: jcrechriou@cityofmarina.org

With a copy to:

City Attorney – City of Marina
Wellington Law Offices
857 Cass Street, Suite D
Monterey, California 93940

Phone: 831-373-8733
Facsimile: 831-373-7106
E-mail: attys@wellingtonlaw.com

To Sky Dive Monterey Inc.:

Jackie Behrick, Manager
Sky Dive Monterey Inc.
721 Neeson Road
Marina, California 93933

Phone: 831-384-3483
Facsimile: 831-384-7522
E-mail: jackie.smbi@yahoo.com

With a copy to:

Greg Nardi
Sky Dive Space Center
476 North Williams Avenue
Titusville, Florida 32796

Phone: 800-823-0016
Facsimile: 321-267-1311
E-mail: gpnardi@hotmail.com

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

VII Grant Agreement Covenants

Permittee acknowledges that City is subject to Federal grant agreement obligations as a condition precedent to granting of funds for the improvement of the Airport, and accordingly agrees to, and agrees to be bound by, the following covenants provided by the FAA as they may apply to Permittee:

Permittee, by accepting this Permit expressly agrees for itself, its successors and assigns that it will not make use of the Interim Parachute Drop Zone and Alternate Interim Parachute Drop Zone in any manner which might interfere with the landing and taking off of aircraft from Marina Municipal Airport or otherwise constitutes a hazard. In the event this covenant is breached, City reserves the right to enter upon the Interim Parachute Drop Zone and Alternate Interim Parachute Drop Zone and cause the abatement of such interference at the expense of Permittee. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right for the passage of aircraft in the airspace above the surface of the Interim Parachute Drop Zone and Alternate Interim Parachute Drop Zone. The public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking from, or operation on the Airport

Permittee for itself and its personal representatives, successors in interest, and assigns as part of the consideration hereto, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Interim Parachute Drop Zone and Alternate Interim Parachute Drop Zone; (2) that in the construction of any improvement on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination; (3) that the Permittee shall use the Interim Parachute Drop Zone and Alternate Interim Parachute Drop Zone in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the City (through the City Manager) shall have the right to terminate this Permit, and to enter and repossess the Interim Parachute Drop Zone and Alternate Interim Parachute Drop Zone and hold the same as if this Permit had never been made or issued.

City reserves the right to further develop or improve the landing area of the Airport and Interim Parachute Drop Zone and Alternate Interim Parachute Drop Zone as it sees fit, regardless of the desires or views of Permittee, and without interference or hindrance. The City reserves the right, but shall not be obligated to Permittee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport together with the right to direct and control all activities of Permittee in this regard,

The Permittee will furnish services on a reasonable and not unjustly discriminatory basis to all users and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume

purchasers. In the event of breach of the above covenant, the City (through the City Manager) shall have the right to terminate this Permit, and to enter and repossess the Interim Parachute Drop Zone and Alternate Interim Parachute Drop Zone and hold the same as if this Permit had never been made or issued.

The Permit will conform to Airport and Federal Aviation Administration safety and security rules and regulations regarding use of the Interim Parachute Drop Zone and Alternate Interim Parachute Drop Zone, the Airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the Airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

This Permit is subordinate to the City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport.

This Permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation, or maintenance of the Airport. Failure of the Permittee to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Permittee's rights hereunder.

VIII. Modifications for Granting FAA Funds

In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Permit, Permittee agrees to consent in writing upon the request of City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Permit as may be reasonably required to enable the City to obtain FAA funds, provided that in no event shall such changes materially impair the rights of Permittee hereunder. A failure by Permittee to so consent shall constitute termination of this Permit.

IX. Authority

Greg Nardi, Chief Executive Officer and President, Skydive Monterey Bay Inc or his designee, in executing this Permit on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of said entity and that this Permit is binding upon said entity in accordance with its terms.

THIS CERTIFICATE IS TO NOTIFY SKY DIVE MONTEREY INC. that the above described Conditional Airport Use Permit was approved by the City of Marina City Council with their action and to become effective as specified in the Permit. However, requesters are notified that should any aggrieved party wish to appeal the decision of the City Council, a written appeal must be filed with the City Clerk no later than the end of the first workday which is at least ten calendar (10) days from the issuance of this Certificate, no later than 5:00 P.M. on Monday, January 4, 2021. Such appeal must set forth specifically the points at issue, the reasons for the appeal and describe why the person appealing the decision believes there was an error or abuse of discretion by the City Council. Should no appeal be filed within this time limit, this Certificate shall be valid as written. Any action for judicial review of this decision must be brought within the time limits specified in the California Code of Civil Procedure Section 1094.6.

Dated: December 15, 2020 at Marina, California

APPROVED

Layne Long
City Manager
City of Marina

Jeff Crechriou
Airport Services Manager
City of Marina

I HAVE READ, UNDERSTAND AND ACKNOWLEDGE AND AGREE TO THE CONDITIONS SET FORTH IN THIS PERMIT:

Greg Nardi, Chief Executive Officer - President
Sky Dive Monterey Inc.

Attest: Pursuant to Resolution No. 2020-____

Anita Sharp, Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENTS:

- EXHIBIT A Site Plan of Interim Parachute Drop Zone and Alternate Interim Parachute Drop Zone
- EXHIBIT B Letter of Agreement with FAA Tower Staff
- EXHIBIT C Incident Report Form
- EXHIBIT D Release of Liability and Assumption of Risk Agreement
- EXHIBIT E Manifest

“EXHIBIT A”
**Site Plan - Interim Parachute Drop Zone &
Alternate Interim Parachute Drop Zone**



Letter of Agreement with FAA Tower Staff

Northern California Terminal Radar Approach Control (TRACON) and Skydive Monterey Bay

LETTER OF AGREEMENT

EFFECTIVE: August 18, 2003

SUBJECT: Coordination and Communication Procedures for Parachute Jumps at the Marina Municipal Airport

1. **PURPOSE:** This letter of agreement (LOA) establishes procedures concerning communications and coordination for parachute jumps at or below 7,000 feet at the Marina Municipal Airport (OAR) drop zone and the alternate BLM drop zone, between Northern California TRACON; and Skydive Monterey Bay. This LOA is established to simplify and standardize coordination between the jump aircraft pilot, and Northern California TRACON, and is supplemental to procedures and regulations contained in 14 Code of Federal Regulations (CFR) Part 91, General Operating and Flight Rules; 14 CFR Part 105, Parachute Jumping; Federal Aviation Administration (FAA) Order 7110.65, Air Traffic Control; and FAA Order 7210.3, Facility Operation and Administration.

2. RESPONSIBILITIES:

- a. Skydive Monterey Bay shall ensure that pilots in their employ are familiar with and comply with the procedures and provisions of this LOA.
- b. Skydive Monterey Bay shall ensure that the jump aircraft is equipped with an operable coded radar beacon transponder having Mode 3/A 4096 code capability.
- c. This agreement is applicable only when the Monterey Class C airspace is in effect; at other times Skydive Monterey Bay shall be responsible for coordination with all affected facilities.
- d. Northern California TRACON may cancel or modify this agreement at any time.

3. **BACKGROUND:** OAR is below the Monterey Class C airspace. Jumps through Class C airspace are regulated and authorized by the FAA. Skydive Monterey Bay has requested this LOA to facilitate the operation of a drop zone at OAR by standardizing procedures for both the pilots and controllers involved.

4. DEFINITIONS:

- a. **OAR Drop Zone:** A 1 nautical mile (NM) radius around OAR. OAR is located on the Salinas (SNS) VORTAC 259 degree radial at 7.6 NM.
- b. **BLM Drop Zone:** A 1 NM radius around the SNS VORTAC 210 degree radial at 6 NM.

5. PROCEDURES:

a. Prior to the beginning of each day's parachute activity, Skydive Monterey Bay shall notify the Operations Manager at Northern California TRACON by telephone, (916-366-4019) of the scheduled beginning time of jump activity and request either flight path Plan Alpha or Bravo. The Operations Manager may state that Plan Charlie shall be used due to special circumstances.

b. All jump aircraft shall remain clear of Salinas Class D airspace, and south of a line bearing 070-250 degrees from the Salinas River mouth (VFR landmark), remaining onshore for both climb to altitude and descent. Jump runs will depend upon winds aloft. Plan Bravo will be utilized when winds are easterly; Plan Alpha will be utilized for all other conditions except when special activities in Monterey ATCT airspace occur, at which time Plan Charlie may be used.

(1) Plan Alpha jump run and climb to altitude shall be south of the aforementioned line through the Salinas River mouth, proceed direct SNS VORTAC, then execute a jump run from the east to the west terminating over the drop zone.

(2) Plan Bravo jump run and climb to altitude shall be south of the aforementioned line through the Salinas River mouth, proceed direct SNS VORTAC, then execute a left pattern to the airport and initiate a jump run from the west to the east terminating over the drop zone.

(3) Plan Charlie climb to altitude shall be south of the aforementioned line through the Salinas River mouth, north of OAR and at least 2 NM east of the shoreline. Once ready to commence jump run, the downwind, base and final turns shall be at least 6 NM away from the Salinas Airport.

c. All jump aircraft shall remain clear of Monterey Class C airspace and remain below 5,000 feet mean sea level (MSL) until radar/radio contact has been established with Northern California TRACON, on frequency 133.0.

d. Skydive Monterey Bay shall:

(1) Ensure jump aircraft contact Northern California TRACON on departure.

NOTE-

if the control position is saturated to the point that communications cannot be established, the pilot shall remain below 5,000 feet until communications are established.

(2) Ensure pilots provide the Northern California TRACON controller with the following information on initial contact:

- (a) Aircraft identification and type.
- (b) Requested jump altitudes(s).
- (c) Number of passes over drop zone.

NOTE-

Due to the proximity of overflight traffic on V230, IFR departures from the Salinas Airport, Monterey Airport's arrival and departure corridors, and the additional coordination involved, parachute jumps above 5,000 feet MSL are subject to longer delays.

- (3) Ensure that the jumpers remain within the depicted jump zone airspace (see attachment) from time of aircraft release to time of landing.
- (4) Ensure jump aircraft contact Northern California TRACON between 1 and 3 minutes before the jump for approval to penetrate Class C airspace. Northern California TRACON will either approve penetration of Class C airspace or issue the number of minutes to expect to jump.

PHRASEOLOGY-

...(ACID) request jump in (number of minutes) minutes.

PHRASEOLOGY-

...jumpers away, on descent.

- (5) Inform Northern California TRACON when jumpers have descended below 1,500 feet MSL or in the event of an unintentional high opening (7,000 feet MSL).
 - (6) Telephone Northern California TRACON and advise of jumpers below 1,500 feet MSL or in the event of an unintentional high opening (7,000 feet MSL) if the pilot is unable to give the report airborne prior to entering the OAR pattern.
 - (7) Ensure that if the jump aircraft intends to make more than one pass, the jump aircraft shall advise Northern California TRACON on initial contact.
 - (8) Restrict operations to at or below 7,000 feet MSL.
- e. Northern California TRACON shall:
- (1) Assign a beacon code and radar identify the jump aircraft.
 - (2) Provide traffic advisories to the jump aircraft on all known or observed traffic that will transit the airspace within which the jump will be conducted.

(3) Separate aircraft, other than the jump aircraft, from the authorized airspace, which is also within Monterey Class C airspace.

(4) Upon receipt of the 1-minute warning, either approve or deny the jump. If unable to approve the jump the controller shall issue an expected time of delay as soon as available.

PHRASEOLOGY-

...jump approved, report jumpers away.

...unable, expect (number of minutes) minute delay.

NOTE-

The standard free-fall rate and exit altitude dictate that the jumpers will be below 5,000 feet MSL within 1 minute from the pilot's call: "Jumpers away, on descent."

NOTE-

Northern California TRACON is not in communication with all aircraft (traffic) that could be or become a factor for the jump participants. Also, Northern California TRACON due to equipment limitations and workload, is not aware of all traffic that could be or become a factor.

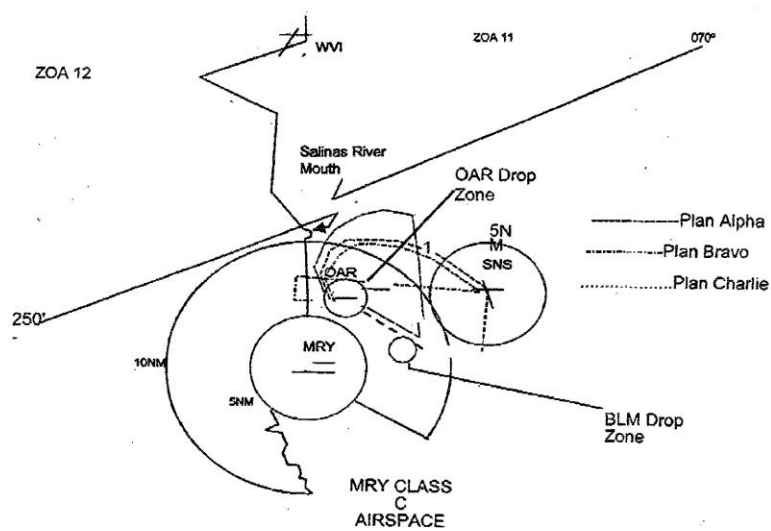
7. ATTACHMENT: A chart is attached depicting Monterey Class C airspace, Salinas Class D airspace, OAR, the Skydive Monterey Bay drop zone, the BLM drop zone and the Climb to Altitude Patterns.

Original Signed By:

Dawna J. Vicars
Air Traffic Manager
Northern California TRACON

Original Signed By:

Jess Rodriguez
President
Skydive Monterey Bay



“EXHIBIT C”
Incident Report Form

INCIDENT REPORT FORM – FOR OFFICIAL USE ONLY

Date of Incident _____ Pilot in Command _____

Total Passengers _____ Name of Ground Observer _____

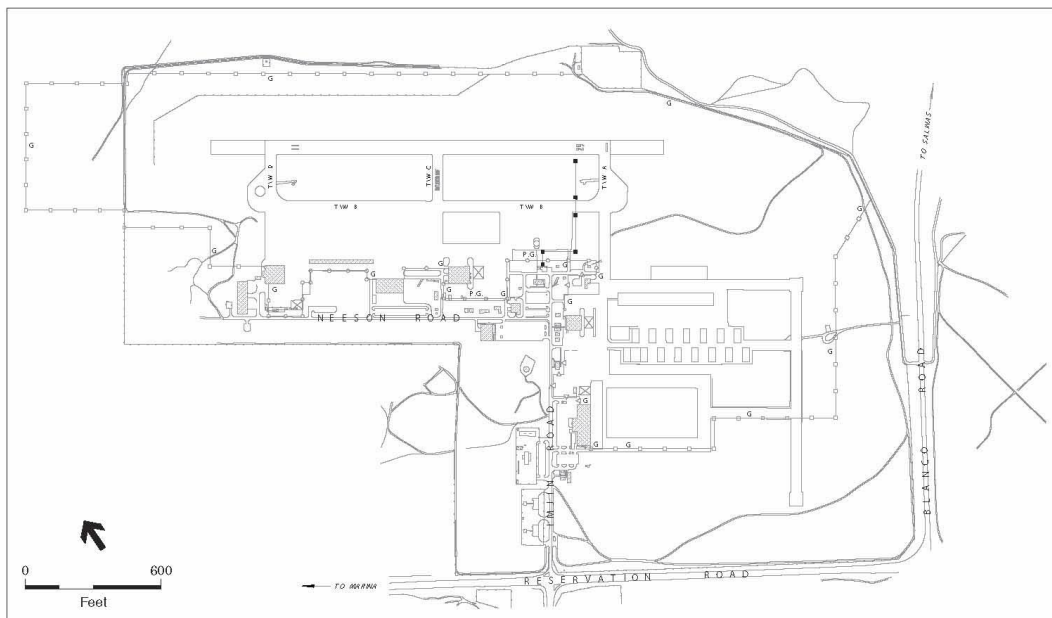
Name of Person(s) Involved: _____

Explanation: _____

Report Prepared by _____ Date _____

Received by _____ Date / Time _____

MARINA MUNICIPAL AIRPORT



“EXHIBIT D”

Release of Liability and Assumption of Risk Form

OFFICE USE ONLY: (TDM 10 15 18 REG STUDENT MILITARY) (VIDEO REG ICAM) FJC REF OBS LEVEL ____
PAID BY: ____ V/MC ____ CSH ____ TRVLCHK TOTAL PAID \$ ____

PLEASE FILL IN THE FOLLOWING INFORMATION

*** PLEASE PRINT CLEARLY ***

DATE ____/____/____

First Name _____ Last Name _____

Occupation _____ Employer _____

Home Phone () _____ Work Phone () _____

Address _____ Apt # _____

City: _____ State _____ Zip Code _____

Country _____

E-Mail Address _____

Date of Birth ____/____/____ Height _____ Weight _____

Emergency Contact Person _____ Relationship _____

Phone () _____

How did you hear about us? _____

Were you referred to us? Yes / No If yes, by whom? _____

SIGNATURE _____ DATE ____/____/____

EXPERIENCED JUMPERS ONLY:

USPA # & EXPIRATION DATE _____ EX _____

LICENSE# _____ # OF JUMPS _____

RATINGS _____ DATE OF LAST JUMP ____/____/____

NEXT RESERVE REPACK DUE DATE ____/____/____

WARNING! WARNING! WARNING!

SKYDIVE MONTEREY BAY INC. INFORMS YOU THAT:

SKYDIVING, PARACHUTING, FLYING AND ALL OF ITS RELATED ACTIVITIES ARE DANGEROUS AND THERE ARE RISKS INVOLVED IN YOUR PARTICIPATION. **YOU CAN BE SERIOUSLY AND PERMANENTLY INJURED OR EVEN KILLED AS A RESULT OF YOUR PARTICIPATION IN SKYDIVING, PARACHUTING, FLYING OR ALL OF ITS RELATED ACTIVITIES.** EACH INDIVIDUAL PARTICIPANT, REGARDLESS OF EXPERIENCE, HAS FINAL RESPONSIBILITY FOR HIS/HER OWN SAFETY.

"I UNDERSTAND THE RISKS AND DANGERS INVOLVED TO MY PHYSICAL PERSON. I HAVE BEEN ADEQUATELY INFORMED ABOUT THESE DANGERS AND RISKS AND I AM SUFFICIENTLY INFORMED TO SIGN AGREEMENTS WITH WHICH I WILLINGLY GIVE UP IMPORTANT LEGAL RIGHTS."

"I the informed participant, represent and warrant that I have no physical infirmities, am not under treatment for any physical infirmity or chronic ailment or injury of any kind or nature; and have never been treated for, diagnosed or had any symptoms of the following: psychological disorder, cardiac or pulmonary conditions or diseases, diabetes, fainting spells or convulsions, nervous disorders, kidney or related diseases, high or low blood pressure, current pregnancy, alcoholism, back injury, neck injury, drug addiction, or use or any other disability which might in any way affect my ability to participate fully in skydiving, parachuting, flying or related activities."

"I have read the attached Agreement, Release of Liability and Assumption of Risk; I understand what it says and how it relates to the listed activities. I intend to be bound by the Agreement, Release of Liability and Assumption of Risk. I know that when I sign the Agreement, Release of Liability and Assumption of Risk, that I give up important legal rights.

"Being properly informed and warned about the risks and the loss on important legal rights, I wish to participate in the activities of skydiving, parachuting, flying and all of its related activities."

COPY THE FOLLOWING STATEMENT TO SIGNIFY UNDERSTANDING

I realize that skydiving, parachuting, flying, are inherently dangerous activities which may result in my serious injury or even death."

AIRPORT RULES

I have read, understand and shall comply with the Marina Municipal Airport rules and regulations.

INITIAL _____

PAYMENT AND RAIN CHECK INFORMATION

I understand that all sales are final and that Jump tickets or "Rain Checks" are issued for rescheduling in the event that a jump is cancelled. Jump Tickets or "Rain Checks" are non-refundable and I will be required to bring my Jump Ticket or "Rain Check" with me if I need to return to make my jump.

INITIAL _____

AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK

In consideration of being permitted to utilize the facilities and equipment at **Skydive Monterey Bay Inc.**, at the Marina Airport, and the City of Marina to engage in parachute activities (including but not limited to, interaction, ground instruction and training, flying and related activities, parachuting, skydiving, freefall, Tandem jumping, Relative Work, CRW,) hereinafter collectively referred to as "parachuting activities," I **HEREBY AGREE AS FOLLOWS:**

(1) I understand and agree that "parachuting activities" are inherently dangerous and may result in injury or death. I also understand and agree that due to the close proximity of the equipment to certain parts of my body, that I may be touched by another person on or near certain parts of my body during equipment adjustments and/or safety checks that might not be appropriate under other circumstances, but that are necessary and appropriate for the equipment check, for the safety purpose and/or the sport of parachuting. I further understand and agree that the unforeseen may happen and that it is not possible for any person or entity to eliminate all the risks or possibilities of error that can occur while engaging in "parachuting activities." Therefore, I specifically include in this Release and injury resulting from any occurrence, whether foreseen or unforeseen, whether mental, physical, psychological, emotional or otherwise, and whether contemplated or not contemplated. INITIAL _____

(2) **PARTIES RELEASED FROM LIABILITIES:** It is my understanding and intent that this Agreement, Release of Liability & Assumption of Risk, specifically include the following as those parties whom I fully release from all liability: **(A)** Skydive Monterey Bay Inc. (a California Corporation, and associated entities), Marina Airport, and the City of Marina, and their or its officers, directors, shareholders, agents, representatives, servants, employees, volunteers, pilots, instructors, jumpmasters, owners of aircraft, and associated entities; **(B)** The owner of record of any land utilized for "parachuting

activities," including the beneficiaries of any California Land Trust or intervivos Trust: (C)
The United States Parachute Association, its officers, directors and its members, (D)
All vendors and/or suppliers of materials or equipment for "parachute activities" including
but not limited to the manufactures of the equipment, its officers, directors, share
holders, and all associated entities, including their officers, directors, shareholders,
partners, employees, and all other persons in any way associated with any entity
mentioned in the body of this document: (E) any other party or entity mentioned in the
body of this document by name or by category: (F)
And anyone involved in any manner in my "parachuting activities" (such activities
specifically includes but is not limited to; Tandem or Experimental Test Parachute
Jumping.) All parties enumerated in this paragraph shall hereinafter be collectively
referred to in this **Agreement, Release of Liability & Assumption of Risk** as "**Skydive
Monterey Bay Inc.**" shall be constituted as incorporating by reference all of the parties
enumerated in this paragraph as if their individual names had been set forth in full.
INITIAL_____

(3) RISKS CONTEMPLATED: This **Agreement, Release of Liability & Assumption
of Risk** is made on contemplation of all "parachuting activities," including the foreseen
and unforeseen which shall include, but is not limited to, parachute jumping (Tandem or
Experimental Test Jumping or otherwise,) ground instructions, flying and related
activities, any aircraft ground operations, the exit from the plane, skydiving, freefall, time
under the canopy the landing, any rescue operations or attempts by "**Skydive
Monterey Bay Inc.**" INITIAL_____

(4) RELEASE FROM LIABILITY: I hereby Release and Discharge "**Skydive Monterey
Bay Inc.**" from any and all liability, claims, demands or causes of action (at law or
equity) that I may hereafter have for injuries or damages arising out of my participation
in "parachuting activities," even if caused by the negligence, in any degree, or fault of
"**Skydive Monterey Bay Inc.**" INITIAL_____

(5) COVENANT NOT TO SUE: I hereby agree that I will not sue or make any claim of
any nature whatsoever against "Skydive Monterey Bay Inc." for personal injuries or other
damages or losses sustained by me as a result of my "parachuting activities" even if
such injuries or other damages or losses sustained by me as a result of my "parachuting
activities" are caused by the negligence, in any degree, or other fault of "**Skydive
Monterey Bay Inc.**" INITIAL_____

(6) INDEMNIFICATION AND HOLD HARMLESS: I hereby agree to Indemnify and
forever Save and Hold "**SKYDIVE MONTEREY BAY INC.**" Harmless from all Claims,
Judgments and Costs (including but not limited to "**SKYDIVE MONTEREY BAY INC.**"
attorney's fees) and to reimburse "**Skydive Monterey Bay, Inc.**" for any expenses
whatsoever incurred in connection with any action brought by myself or brought on my
behalf or brought by the representatives of my estate. INITIAL_____

injury, damages, or death. INITIAL_____

(12) I hereby agree to waive any and all duty of care, whether by omission or commission, or any other duty which may be owed to me by "SKYDIVE MONTEREY BAY INC." INITIAL_____

(13) It is my intention and agreement with "SKYDIVE MONTEREY BAY INC." that this document be broadly and liberally construed in favor of "SKYDIVE MONTEREY BAY INC." and against me (or anyone purporting to act on my behalf or any representative of my Estate) and that all ambiguities be resolved in favor of "SKYDIVE MONTEREY BAY INC." INITIAL_____

(14) I HEREBY AUTHORIZE "SKYDIVE MONTEREY BAY INC." or its assignee to take photographs and video's as they may deem appropriate of myself or of my party and to use those photographs in such a manner as they may deem appropriate. I specifically waive any interest, proprietary or otherwise, I may have in such photographs and videos. INITIAL_____

(15) I hereby agree to pay for any and all damages to any and all equipment, parachutes, aircraft, grounds or airport properties which may occur during my "parachuting activities," that is caused by my actions or me. INITIAL_____

(16) **ASSIGNMENT OF PROCEEDS:** In the event that I (or anyone on my behalf or any representative of my Estate) file a lawsuit against "SKYDIVE MONTEREY BAY INC." and funds (or any tangible objects or assets) are in fact collected, then I hereby irrevocably agree to pay 100% of such funds (or tangible objects or assets) to a nominee, to be selected by "SKYDIVE MONTEREY BAY INC." with the understanding that such funds (or tangible objects or assets) be distributed amongst the entities that constitute " SKYDIVE MONTEREY BAY INC." including but not limited to the person or entity against whom a judgment was obtained and funds (or tangible objects or assets) were collected. I Further agree that in the event that I (or anyone on my behalf or any representative of my Estate) hire an attorney to pursue any lawsuit against "SKYDIVE MONTEREY BAY INC." That I or (such person or entity on my behalf or such representative of my Estate.) Will be solely and personally responsible to pay an attorney hired by me (or any attorney hired by anyone on my behalf or any attorney hired by the representative of my Estate.) In no case shall any attorney hired by me (or any attorney hired by anyone purporting to act on my behalf or any attorney acting on behalf of my Estate) be permitted to seek to collect their fees from "SKYDIVE MONTEREY BAY INC." and no attorney fees shall be deducted from any sum (or tangible objects or assets) to be paid by "SKYDIVE MONTEREY BAY INC." INITIAL_____

(7) ASSUMPTION OF RISK: I understand and acknowledge that "parachuting activities" are inherently dangerous and that I hereby **EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN "PARACHUTING ACTIVITIES" WHETHER SUCH RISK IS FORESEEN OR UNFORESEEN, CONTEMPLATED OR NOT CONTEMPLATED AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE, IN ANY DEGREE, OR OTHER FAULT OF "SKYDIVE MONTEREY BAY INC."** including but not limited to, equipment malfunction from whatever cause, inadequate training, any deficiencies in the landing area, rescue attempts, bad landings, or any other injury I may sustain even if caused by the negligence, in any degree, or other fault of **"SKYDIVE MONTEREY BAY INC."**
INITIAL_____

(8) PARTIES BOUND BY THIS AGREEMENT: It is my understanding and intention that this **Agreement, Release of Liability & Assumption of Risk** be binding not only upon anyone or any equity (including but not limited to my Estate, heirs and assigns) or who may be able to or does sue because of my injuries, damages or death, It is my further understanding and agreement that this Agreement, Release of Liability foreseen and unforeseen, contemplated and not contemplated, of any nature whatsoever arising in any way from my participation in "parachuting activities" even if caused by the negligence, in any degree, or other fault of **"SKYDIVE MONTEREY BAY INC."**
INITIAL_____

(9) LIMITATION OF WARRANTY: **"SKYDIVE MONTEREY BAY INC."** hereby warrants the equipment provided by **"SKYDIVE MONTEREY BAY INC."** has been previously used for "parachuting activities." This warranty is the only warranty made to me by **"SKYDIVE MONTEREY BAY INC."** And is made in lieu of any other warranties (expressed or implied) including but not limited to warranty of merchantability of fitness for a particular purpose. **INITIAL**_____

(10) DURATION OF RELEASE: It is my understanding and intention that this Release and Agreement be effective not only for my first jump but is intended to include any and all subsequent jumps or activities at any time in any way associated with **"SKYDIVE MONTEREY BAY INC."** from and since the date I execute this Agreement and Release.
INITIAL_____

(11) ENFORCEABILITY: I agree that if any portion of this **Agreement, Release of Liability & Assumption of Risk** is found to be unenforceable or against public policy, that only that portion shall be deleted, but I **HEREBY SPECIFICALLY WAIVE** any unenforceability or any public argument that I may make or that may be made on my behalf of my Estate or by any other person or entity that would sue because of my

(17) It is my understanding and intent that this assignment is irrevocable and will supersede any subsequent assignment of funds or fee agreement, which I or anyone may enter into on my behalf with any attorney or law firm. I further agree that this paragraph is separate and apart from the indemnification for attorney fees I have signed which is part of this Agreement. I further agree and understand that in addition to paying the proceeds (in whatever form that takes) that I (or anyone on my behalf or any representative of my Estate) will be totally and wholly responsible for any and all attorney fees charged or billed by any attorney or law firm representing me (or my Estate) **INITIAL**_____

(18) **LACK OF INSURANCE:** I have been advised and recognize that while engaging in "parachuting activities," I am not covered by any accident or general liability insurance policy issued to "SKYDIVE MONTEREY BAY INC." **INITIAL**_____

(19) **NON-MODIFIABLE:** I have been advised and I understand and agree that this **AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK** and its contents may not be modified except in writing, and if modified in writing, the modifications shall be enforceable only against that person or entity whose signature appears thereon. I further state no oral representations, promises or warranties have been made to me, other than what appears in this document. And further that I am not relying on any oral statements, representations, promises or warranties have been made to me, other than what appears in this document and further that I am not relying on any oral statements, representations or warranties made outside of this agreement. **INITIAL**_____

UNDERSTANDING OF AGREEMENT: I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS MULTIPLE PAGE AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK DOCUMENT AND THE WARNING FROM "SKYDIVE MONTEREY BAY INC. AND THAT I INTEND TO BE BOUND BY THESE TERMS AND CONDITIONS. I HEREBY STATE THAT I HAVE SIGNED A SEPARATE ACKNOWLEDGMENT OF UNDERSTANDING OF RISKS AND RESPONSIBILITIES OF SKYDIVING AND I FURTHER STATE THAT I FULLY UNDERSTAND THAT BY SIGNING THESE DOCUMENTS I INTEND TO FOREVER GIVE UP IMPORTANT LEGAL RIGHTS FOR MYSELF AND/OR MY ESTATE AND HEIRS.

I have read and affixed my initials to each of the preceding nineteen (19) paragraphs of this document on this day of ____/____/____

Executed at Marina, California.

Date; _____ Signature; _____

Staff Member Witness: _____

“EXHIBIT E”
Manifest

(SAMPLE)

Skydive Monterey Bay Inc
Manifest

Day and Date: _____

Aircraft: N- _____

Jump #1

Time of Jump: _____AM/PM

Name of Jumper:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Jump #2

Time of Jump: _____AM/PM

Name of Jumper:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Jump #3

Time of Jump: _____AM/PM

Name of Jumper:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Jump #4

Time of Jump: _____AM/PM

Name of Jumper:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Jump #5
Time of Jump:_____AM/PM
Name of Jumper:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Jump #6
Time of Jump:_____AM/PM
Name of Jumper:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Jump #7
Time of Jump:_____AM/PM
Name of Jumper:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Jump #8
Time of Jump:_____AM/PM
Name of Jumper:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Grand Total: _____ **Number of Jumps:** _____

Signature: _____ Date: _____

THIS FORM MUST BE COMPLETED WEEKLY (MONDAY THRU SUNDAY) TO AIRPORT OPERATIONS BY 5:00PM ON THE FOLLOWING MONDAY. IF THERE IS NO ACTIVITY FOR ANY WEEK, A MANIFEST SHOWING “NILL” SHALL BE PROVIDED FOR THOSE DAYS.

Honorable Mayor and Members
of the Marina City Council/Airport Commission

City Council Meeting
of December 15, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020- ,
APPROVING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN
THE CITY OF MARINA AND NEW CINGULAR WIRELESS PCS, LLC FOR
THE CELL SITE LOCATED AT 3262 IMJIN ROAD, BUILDING 515, AT THE
MARINA MUNICIPAL AIRPORT, AUTHORIZING FINANCE DIRECTOR TO
MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND
AUTHORIZING CITY MANAGER TO EXECUTE THE AMENDMENT TO THE
LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL
REVIEW AND APPROVAL BY CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020- , approving an Amendment to the Lease Agreement between City of Marina and New Cingular Wireless PCS, LLC., for the cell site located at 3262 Imjin Road, Building 515, at the Marina Municipal Airport; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager to execute the Amendment to the Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

At a regular meeting of September 21, 2004, the City Council approved Resolution No. 2004-162, approving a lease between City of Marina and Salinas Cellular Telephone Company, dba AT&T Wireless, for a portion of property located at 3262 Imjin Road, Building 515, at the Marina Municipal Airport. This lease was approved with an initial term of five years and provided four five-year extension terms. The lease commenced on the effective date of September 1, 2005 and would then expire on September 1, 2030. Building 515 is the decommissioned (not active) Airport Control Tower building. The lease premises consist of ground space of approximately 260 square feet and space on the building's catwalk for antennas.

In a letter dated, August 25, 2020, AT & T notified the City that the Cell Site Lease is under "Active Review" ("EXHIBIT A"). During this review, they determined that steps need to be taken to amend the lease, adjust the rent and/or escalation and to improve the business terms to meet their current network objectives. AT & T, states that they prefer to remain at our location and requests that we provide our intentions within 90 days to determine what direction will be taken.

At a regular meeting of October 20, 2020, the City Council in Closed Session received information, accepted the proposed terms for amending the lease and directed staff to move forward with the lease amendment.

ANALYSIS:

AT & T has provided the First Amendment to the Lease Agreement for execution (“**EXHIBIT B**”). This Amendment has been reviewed by the City Attorney. AT & T is the parent company of New Cingular Wireless PCS, LLC, the current owner of the lease.

The Lease Amendment provides for the following terms:

New Base Rent	\$3,000.00 per month
New Escalation	10.00 % each term (5 years)
New Initial Term	60 months (5 years)
# of Renewal Terms	5
Total Term	360 months (30 years)

Currently, the Airport has four cell site leases, two residing on Building 524 (761 Nesson Road) and two residing on Building 515 (3262 Imjin Road). In FY 2019-20 Cell site lease revenue total \$140,704 accounting for approximately 9% of annual Airport revenue. Approval of the Amendment results in more certainty in the continuation of the AT & T cell site lease and ongoing cell site lease revenue at the Airport.

FISCAL IMPACT:

Should the City Council approve this request, anticipated annual rent revenue to the airport will be \$36,000. Cell site lease revenue is recorded to Airport Operations Fund 555, Land Rents Antenna, Account No. 555.000.000.00-5450.100.

CONCLUSION:

This request is submitted for the City Council/Airport Commission consideration and approval

Respectfully submitted,

Jeff Crechriou
Airport Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL/AIRPORT COMMISSION OF THE CITY OF MARINA APPROVING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND NEW CINGULAR WIRELESS PCS, LLC FOR THE CELL SITE LOCATED AT 3262 IMJIN ROAD, BUILDING 515, AT THE MARINA MUNICIPAL AIRPORT, AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER TO EXECUTE THE AMENDMENT TO THE LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, at a regular meeting of September 21, 2004, the City Council approved Resolution No. 2004-162, approving a lease between City of Marina and Salinas Cellular Telephone Company, dba AT&T Wireless, for a portion of property located at 3262 Imjin Road, Building 515, at the Marina Municipal Airport; and

WHEREAS, in a letter dated, August 25, 2020, AT & T notified the City that the Cell Site Lease is under “Active Review” (“**EXHIBIT A**”). During this review, they determined that steps need to be taken to amend the lease, adjust the rent and/or escalation and to improve the business terms to meet their current network objectives. AT & T, states that they prefer to remain at our location and requests that we provide our intentions within 90 days to determine what direction will be taken; and

WHEREAS, at a regular meeting of October 20, 2020, the City Council in Closed Session received information, accepted the proposed terms for amending the lease and directed staff to move forward with the lease amendment; and

WHEREAS, AT & T has provided the First Amendment to the Lease Agreement for execution (“**EXHIBIT B**”); and

WHEREAS, AT & T is the parent company of New Cingular Wireless PCS, LLC, the current owner of the lease; and

WHEREAS, the Lease Amendment provides for the following terms:

New Base Rent	\$3,000.00 per month
New Escalation	10.00 % each term (5 years)
New Initial Term	60 months (5 years)
# of Renewal Terms	5
Total Term	360 months (30 years); and

WHEREAS, the Airport has four cell site leases, two residing on Building 524 (761 Nesson Road) and two residing on Building 515 (3262 Imjin Road). In FY 2019-20 Cell site lease revenue total \$140,704 accounting for approximately 9% of annual Airport revenue. Approval of the Amendment results in more certainty in the continuation of the AT & T cell site lease and ongoing cell site lease revenue at the Airport; and

WHEREAS, anticipated annual rent revenue to the airport will be \$36,000. Cell site lease revenue is recorded to Airport Operations Fund 555, Land Rents Antenna, Account No. 555.000.000.00-5450.100.

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

1. Approve an Amendment to the Lease Agreement between City of Marina and New Cingular Wireless PCS, LLC., for the cell site located at 3262 Imjin Road, Building 515, at the Marina Municipal Airport; and
2. Authorize Finance Director to make necessary accounting and budgetary entries; and
3. Authorize City Manager to execute the Amendment to the Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of December 2020, 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



AT&T Lease Optimization Program
c/o Black Dot Wireless (as agent for AT&T and its subsidiaries)
27271 Las Ramblas, Suite 300
Mission Viejo, California 92691

August 25, 2020

City of Marina
211 Hillcrest Avenue
Marina, California 93933

Re: AT&T Cell Site Lease – **Active Review Notification**

Dear Mr. Frost,

We have contacted you in the past regarding the AT&T cell site on your property. This letter serves as notification that the cell site on your property is under “Active Review”. During this review, it’s been determined that we take steps to amend your lease, adjust your rent and/or escalation, and improve our business terms to meet current network objectives.

In 2019 alone, **AT&T has terminated over 630 sites for economic and operational reasons.** While AT&T prefers to remain at your location, without your participation, they may look at alternative options should the site on your property not provide AT&T the flexibility their service customers require.

AT&T wants to work with you and will continue to abide by the terms of your original Lease Agreement, including exercising its termination rights where they exist**. It is essential we understand your intentions within the next 90 days to determine what direction will be taken.

AT&T appreciates your cooperation and hopes to continue this partnership for the long term.

Sincerely,

Gregory D. Ohmer
Director Network Planning
AT&T Mobility

Black Dot Wireless Contact Information:

AT&T Lease Optimization Program
c/o Black Dot Wireless
27271 Las Ramblas, Suite 200
Mission Viejo, California 92691
Toll free: 866-712-8135
Fax: 866-712-8136
www.attlandlords.com
info@attlandlords.com

FOCUS ID: WS-159930 .1

FA #: 10102003

PLEASE REFERENCE YOUR FOCUS ID AND FA NUMBER WHEN CALLING.

**AT&T’s Lease Optimization Program is optional and participation is not required. AT&T will continue to abide by the terms of your original Lease Agreement, including exercising its termination rights where they exist.

Cell Site No. CCL03562
Cell Site Name: CR G17 – W BLANCO ROAD
Fixed Asset No. 10102003
Market: San Francisco/Sacramento
Address: 3262 Imjin Road, Marina, CA 93933

EXHIBIT B

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“**First Amendment**”) dated as of the later date below is by and between City of Marina, a California charter city, having a mailing address at 211 Hillcrest Avenue, Marina, CA 93933 (hereinafter referred to as “**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address at 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as “**Tenant**”).

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated July 21, 2005 (hereinafter, collectively referred to as the “**Agreement**”), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 3262 Imjin Road, Marina, CA 93933; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant’s obligations to pay Rent to Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Extension of Term.** The Term of the Agreement shall be extended to provide that the Agreement has a new extension term of five (5) years (“**New Extension Term**”) commencing on February 1, 2021. As of the commencement of the New Extension Term, the existing Term and any extensions thereof, as applicable, shall be void and of no further force or consequence. The Agreement will automatically renew, commencing on the expiration of the New Extension Term, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an “**Additional Extension Term**” and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Extension Term or the then current Additional Extension Term. The New Extension Term and the Additional Extension Term are collectively referred to as the Term (“**Term**”). Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the New Extension Term.

Cell Site No. CCL03562
Cell Site Name: CR G17 – W BLANCO ROAD
Fixed Asset No. 10102003
Market: San Francisco/Sacramento
Address: 3262 Imjin Road, Marina, CA 93933

2. **Rent.** Commencing on February 1, 2021, the current Rent payable under the Agreement shall be Three Thousand and No/100 Dollars (\$3,000.00) per month and shall continue during the Term, subject to adjustment as provided herein. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase.** The Agreement is amended to provide that commencing on February 1, 2026, Rent shall increase by ten percent (10%) and at the beginning of each Extension Term thereafter, as applicable.

4. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices.** Section 19 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES: All notices, requests, demands and communications hereunder will be addressed to the parties as follows:

Tenant's Notice Address:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: CCL03562; Cell Site Name: CR G17-W BLANCO ROAD (CA)
Fixed Asset No.: 10102003
1025 Lenox Park Boulevard NE
3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department- Network Counsel
Re: Cell Site No.: CCL03562; Cell Site Name: CR G17-W BLANCO ROAD (CA)
Fixed Asset No.: 10102003
208 South Akard Street
Dallas, TX 75202-4206

Landlord's Notice Address:

City of Marina
211 Hillcrest Ave
Marina, CA 93933

Cell Site No. CCL03562
Cell Site Name: CR G17 – W BLANCO ROAD
Fixed Asset No. 10102003
Market: San Francisco/Sacramento
Address: 3262 Imjin Road, Marina, CA 93933

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Cell Site No. CCL03562
Cell Site Name: CR G17 – W BLANCO ROAD
Fixed Asset No. 10102003
Market: San Francisco/Sacramento
Address: 3262 Imjin Road, Marina, CA 93933

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

LANDLORD:

City of Marina.
a California charter city

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

Recording Requested By
& When Recorded Return To:

Black Dot Wireless
27271 Las Ramblas - Suite 300
Mission Viejo, CA 92691

APN: 031-112-008-000

(Space Above This Line For Recorder's Use Only)

Re: Cell Site No. CCL03562
Cell Site Name: CR G17 – W BLANCO ROAD
Fixed Asset No. 10102003
State: California
County: Monterey

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2020, by and between City of Marina, a California charter city, having a mailing address at 211 Hillcrest Avenue, Marina, CA 93933 (hereinafter referred to as “**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address at 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as “**Tenant**”).

1. Landlord and Tenant entered into a Lease Agreement dated July 21, 2005, as amended by the First Amendment to Lease Agreement dated _____ (hereinafter, collectively referred to as the “**Agreement**”), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 3262 Imjin Road, Marina, CA 93933. All of the foregoing are set forth in the Agreement.
2. The Agreement Term initially commenced September 1, 2005 and the parties agree to further extend the Agreement for a new initial lease term of five (5) years commencing on February 1, 2021, with five (5) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Marina.
a California charter city

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated _____, 2020, by and between City of Marina, a California charter city, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are a portion of the Property located at 3262 Imjin Road, Marina, CA 93933 and legally described and/or depicted as follows:

Subdivision Marina Municipal Airport Parcels; Vol 21 C&T Page 34 Tract No 0; Lot 10.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 1, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING REGULAR CITY COUNCIL MEETING SCHEDULE FOR
2021 CALENDAR YEAR.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, approving regular City Council meeting schedule for 2021 Calendar Year.

BACKGROUND:

The City Council meets regularly on the first and third Tuesdays of each month.

In the 2021 calendar year, there are holidays observed by the City that would affect review of agenda packet information.

Historically, City Council meetings scheduled for the Tuesday after a holiday have been rescheduled to the Wednesday following the holiday. This change in the regular schedule allows City Council members and the public an opportunity to ask questions of staff sufficiently in advance of attendance at a regular City Council meeting.

In 2021, the holidays and special events that may affect agenda packet review include: New Year's Day (Friday, January 1st); Martin Luther King Jr, Birthday (Monday, January 18th), President's Day (Monday, February 15th); Independence Day (Monday, July 5th); and Labor Day (Monday, September 6th).

ANALYSIS:

For the fair and efficient consideration of matters, to insure that the public is fully informed of the matters coming before the City Council, has an opportunity to witness the deliberations of the members of the City Council and further to encourage public involvement, the 2018 City Council meeting calendar is established and takes into consideration dates that may affect review of items to be discussed at the regularly scheduled City Council meeting.

Due to the substantive demands related to review the City Council agenda packet by elected officials and to allow for an opportunity for the City Council and public to ask questions sufficiently in advance of attendance at a regular City Council meeting, the 2020 Calendar is proposed which includes cancelling one (1) meeting and rescheduling four (4) meeting dates ("EXHIBIT A").

1. Regular meeting of Tuesday, January 5, 2021 Cancelled
2. Regular meeting of Tuesday, January 19, 2021 to Wednesday, January 20, 2021
3. Regular meeting of Tuesday, February 16, 2021 to Wednesday, February 17, 2021
4. Regular meeting of Tuesday, July 6, 2021 to Wednesday, July 7, 2021
5. Regular Meeting of Tuesday, September 7, 2021 to Wednesday, September 8, 2021

Rescheduling these meeting dates will allow the time necessary for questions and clarifications from the City Council and any interested parties.

As a matter of governance, the City holds City Council meetings and establishing the 2020 calendar in advance provides the City Council, staff and public advanced notice in regard to when the regular business of the City will be discussed.

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

Anita Sharp
Deputy City Clerk
City of Marina

REVIEW AND CONCUR

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2019-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING REGULAR MEETING SCHEDULE FOR 2020 CALENDAR YEAR

WHEREAS, City Hall is closed on New Year's Day (Friday, January 1st); Martin Luther King Jr, Birthday (Monday, January 18th), President's Day (Monday, February 15th); Independence Day (Monday, July 5th); and Labor Day (Monday, September 6th).

WHEREAS, Due to the substantive demands related to review of the City Council agenda packet by elected officials and to allow for an opportunity to ask questions of staff sufficiently in advance of attendance at a regular City Council meeting, the 2020 Calendar is proposed which includes rescheduling the regular meetings of:

1. Regular meeting of Tuesday, January 5, 2021 Cancelled
2. Regular meeting of Tuesday, January 19, 2021 to Wednesday, January 20, 2021
3. Regular meeting of Tuesday, February 16, 2021 to Wednesday, February 17, 2021
4. Regular meeting of Tuesday, July 6, 2021 to Wednesday, July 7, 2021
5. Regular Meeting of Tuesday, September 7, 2021 to Wednesday, September 8, 2021

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Marina hereby approve the Regular Meeting schedule for 2021 Calendar Year ("**Exhibit A**").

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of December 2020, 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



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
PH. 831. 884.1278; FAX 831.384.9148
www.cityofmarina.org

MARINA CITY COUNCIL REGULAR MEETING SCHEDULE 2021

Tuesday, January 5, 2021 (Cancelled)
***Wednesday, January 20, 2021**

Tuesday, February 2, 2021
***Wednesday, February 17, 2021**

Tuesday, March 2, 2021
Tuesday, March 16, 2021

Tuesday, April 6, 2021
Tuesday, April 20, 2021

Tuesday, May 4, 2021
Tuesday, May 18, 2021

Tuesday, June 1, 2021
Tuesday, June 15, 2021

***Wednesday, July 7, 2021**
Tuesday, July 20, 2021

Tuesday, August 3, 2021
Tuesday, August 17, 2021

***Wednesday, September 8, 2021**
Tuesday, September 21, 2021

Tuesday, October 5, 2021
Tuesday, October 19, 2021

Tuesday, November 2, 2021
Tuesday, November 16, 2021

Tuesday, December 7, 2021
Tuesday, December 21, 2021

*** Regular Meeting rescheduled due to Monday Holiday**

November 2, 2020

Item No. **11b**
8f(2)

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 1, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-,
AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS TO
QUALIFIED FIRMS FOR ON-CALL PROFESSIONAL SERVICES IN
THE DISCIPLINES OF PLANNING, ARCHITECTURAL DESIGN,
LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING, TRAFFIC
ENGINEERING, ENVIRONMENTAL SERVICES, CONSTRUCTION
MANAGEMENT, AND GEOTECHNICAL ENGINEERING**

REQUEST:

It is requested that the City Council:

1. Adopt Resolution 2020-, authorize the release of Request for Proposals (RFP) to qualified firms for on-call professional services in the disciplines of planning, architectural design, landscape architecture, civil engineering, traffic engineering, environmental services, construction management, and geotechnical engineering.

BACKGROUND:

The City regularly enters into various professional services contracts during the course of business to support development approvals and delivery of capital improvements. Examples of professional services that have been used in the past and are anticipated in the future are environmental and traffic studies of the impacts of proposed developments that are paid for through fee agreements with developers. Professional design and testing services also support the delivery of projects within the capital improvement program.

City Council adopted Resolution 2017-117 on December 19, 2017 approving the previous round of on-call professional services contracts with 20 firms. The on-call professional services contracts were utilized extensively throughout the term of the agreements which are coming to an end.

Staff has identified the following on-call services that can reasonably be expected to be needed within the next year:

- Planning
- Architectural design
- Landscape Architecture
- Civil Engineering
- Traffic Engineering
- Environmental Services
- Construction Management
- Geotechnical Engineering

If City Council approves the release of an RFP for these services, staff will solicit proposals from qualified firms and make selections for on-call professional services contracts based upon qualifications. Staff would make recommendations for award of professional services agreements at a future City Council meeting.

ANALYSIS:

The use of on-call services will continue to streamline the development approval process and delivery of capital improvement projects. Use of on-call professional service contracts will consolidate the qualification process for many of the standard services that the City is in need of.

FISCAL IMPACT:

The fiscal impact of issuing the RFP is limited to the staff time to draft and issue the RFP as well as staff time to evaluate any proposals received.

CONCLUSION:

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

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. 2020-

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE RELEASE OF A
REQUEST FOR PROPOSALS TO QUALIFIED FIRMS FOR ON-CALL
PROFESSIONAL SERVICES IN THE DISCIPLINES OF PLANNING,
ARCHITECTURAL DESIGN, LANDSCAPE ARCHITECTURE, CIVIL
ENGINEERING, TRAFFIC ENGINEERING, ENVIRONMENTAL SERVICES,
CONSTRUCTION MANAGEMENT, AND GEOTECHNICAL ENGINEERING

WHEREAS, the City has a need to contract with consulting firms for professional services to support the delivery of capital improvement projects and the review and approval of proposed developments; and

WHEREAS, the City regularly seeks proposals from consulting firms to provide professional services on numerous smaller projects; and

WHEREAS, the selection process for professional services can be efficiently accomplished by establishing a number of on-call professional services contracts with various consulting firms; and

WHEREAS, the City has effectively utilized on-call professional services since 2018 but the agreements entered into at that time are expiring.

WHEREAS, the selection of professional services consultants is initiated by issuing a Request for Proposals (RFP) to identify and select qualified firms to provide on-call services; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby authorize release of an RFP to qualified firms for on-call professional services in the disciplines of planning, architectural design, landscape architecture, civil engineering, environmental services, construction management, and geotechnical engineering.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of December 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Continued from December 1, 2020

Date: November 24, 2020

Item No: **11c**
8f(4)

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 1, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-, A
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA,
ACCEPTING A \$5,000 DONATION FROM THE CALVARY BAPTIST CHURCH
OF MARINA TO ESTABLISH A DRONE PROGRAM AND ADJUSTING
BUDGETS BY THE SAME AMOUNT TO SUPPORT THE PURPOSE FOR
WHICH THE DONATION WAS MADE**

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2020-, accepting a \$5,000 donation from the Calvary Baptist Church of Marina.
2. Authorizing the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

The City periodically is given donations to support various City activities. Most donors have an expectation that the funds they give are going to be used for a specific purpose. The proposed action to increase departmental budgets is in recognition of the proposed donations.

ANALYSIS:

The \$5,000 donation from the Calvary Baptist Church of Marina to establish a Drone Program will be a vital addition to the Public Safety Toolbox. For example, a Drone program can be utilized for a variety of missions, including and not limited to, assessing risks and dangers while responding to disasters, saving lives, delivering emergency supplies, conducting investigations, capturing video footage and photographs. Drones can also be used by Public Safety to locate individuals who are missing or lost utilizing live video feeds and infrared video which can help detect warm bodies. Drones can also be used for hazardous material incidents, marine environment search and rescues.

As a tool that will benefit public safety, both the Fire Department and the Police department have qualified pilots necessary to establish and build a Drone program for the City of Marina.

FISCAL IMPACT:

The donation will be used to purchase a Drone and will not impact the general budget.

CONCLUSION:

This request is submitted for consideration and possible action.

Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

SOURCE OF FUNDING:

Donations

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA,
ACCEPTING A \$5,000 DONATION FROM THE CALVARY BAPTIST CHURCH OF
MARINA TO ESTABLISH A DRONE PROGRAM AND ADJUSTING BUDGETS BY
THE SAME AMOUNT TO SUPPORT THE PURPOSE FOR WHICH THE
DONATION WAS MADE

WHEREAS, the City of Marina performs certain governmental functions for the citizens of Marina which are appreciated by the community and the larger public; and

WHEREAS, such donations are not subject to taxation as stated in the IRS Code 501 (c) (1); and

WHEREAS, the Calvary Baptist Church of Marina has donated to the City of Marina \$5,000 to establish a Drone Program; and,

WHEREAS, a Drone Program will support the Fire Department, the Police Department along with other City Departments which will benefit the safety and wellbeing of the residents and visitors to the City of Marina; and

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

1. The City Council accept the \$5,000 donation from the Calvary Baptist Church of Marina.
2. Authorizing the Finance Director to make necessary accounting and budgetary entries.

PASSED and ADOPTED by the City Council of the City of Marina at a regular meeting duly held on this 15th day of December 2020 by the following vote:

AYES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Continued from December 1, 2020

November 13, 2020

Item No. **11d**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 1, 2020

REQUEST:

It is requested that the City Council consider:

1. Placing on a future agenda for discussion the option of reallocating the funds from hiring a consultant to study the issues of systemic racism in the city, and instead using the same funds to do city-wide equity, inclusion, and diversity training for each city staff member (both full and part-time) and also including all council members, commissioners, and other individuals who represent the City of Marina in some capacity.
2. Provide staff with any further direction in the matter.

BACKGROUND:

The City Council has allocated \$45,000 to address the issues of systemic racism within the City. The intention of this is to create a more inclusive and conscientious city and city governance to best reflect and represent the diversity of our community. While hiring a consultant to do a study will highlight the issues and challenges that must be addressed around systemic racism, the inevitable next step will be to train staff and decision makers how to examine municipal issues that come before the City through the lens of inclusion and diversity.

To start a study today would likely be a minimum of one year before the study would be complete and before any type of training and education process. Rather than wait a year to complete a study, we should consider beginning the education and training as soon as possible – perhaps as early as January or February of 2021.

This is step one of the two-step process intended to discuss the option of reallocating the funds from hiring a consultant to perform an inclusion and diversity study, to using the same funds to do a city-wide equity, inclusion, and diversity training.

This is a request put forward by Councilmember Berkley.

December 9, 2020

Item No: **11e**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 15, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING AGREEMENTS WITH DENISE DUFFY & ASSOCIATES,
INC TO 1) PROVIDE BIOLOGICAL CONSULTING SERVICES FOR
FORT ORD HMP COMPLIANCE AND 2) ASSIST THE CITY IN
ACQUIRING A CITY-WIDE 2081 INCIDENTAL TAKE PERMIT, AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING
THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON
BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020- ,
 - a. Approving an agreement with Denise Duffy & Associates, Inc to provide biological consulting services for Fort Ord HMP compliance; and.
 - b. Approving an agreement with Denise Duffy & Associates, Inc to assist the city in acquiring a city-wide 2081 Incidental Take Permit.
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager to execute the Agreements on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord

The U.S. Army's decision to close and dispose of the Fort Ord military base was considered a major federal action that could affect listed species under the federal Endangered Species Act (ESA). In 1993, the U.S. Fish and Wildlife Service (USFWS) issued a biological opinion in accordance with Section 7 of the ESA requiring that a habitat management plan be developed and implemented to reduce the incidental take of listed species and loss of habitat that supports these species. The Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord (HMP) was prepared to assess impacts on vegetation and wildlife resources, and provide mitigation for their loss associated with the remediation, disposal, and reuse of former Fort Ord.

The HMP establishes guidelines for the conservation and management of species and habitats on former Fort Ord lands by identifying lands that are available for development, lands that have development restrictions, lands designated as habitat corridors, and lands that are habitat reserve areas. The intent of the plan is to establish large, contiguous habitat conservation areas and corridors to compensate for future development in other areas of the former base. The HMP

identifies what type of activities can occur on each parcel at former Fort Ord; parcels are designated as “development,” “habitat reserve,” “habitat corridor,” and “development with reserve areas or development with restrictions.” The HMP sets the standards to assure the long-term viability of former Fort Ord's biological resources in the context of base reuse so that no further mitigation should be necessary for impacts to species and habitats considered in the HMP. This plan has been approved by the USFWS; the HMP, deed restrictions, and Memoranda of Agreement between the Army and various land recipients provide the legal mechanism to assure HMP implementation. It is a legally binding document, and all recipients of former Fort Ord lands are required to abide by its management requirements and procedures.

The HMP anticipates some losses to special-status species and sensitive habitats as a result of redevelopment of the former Fort Ord. With the designated habitat reserves and corridors and habitat management requirements approved and in place, the losses of individuals of species and sensitive habitats considered in the HMP are not expected to jeopardize the long-term viability of those species, their populations, or sensitive habitats on former Fort Ord. Recipients of disposed land with restrictions or management guidelines identified in the HMP are obligated to implement those specific measures through the HMP and through deed covenants.

City Requirements of the Fort Ord HMP

The City is responsible for four Habitat Management Areas (HMAs¹), including the Salinas River, Airport, Northwest Corner, and Landfill HMAs.² In accordance with the requirements described in the HMP and the deed restrictions for the parcels, a Resource Management Plan (RMP) must be prepared and implemented. The RMP shall identify the habitat management activities required for each parcel, describe any proposed development activities that are consistent with the terms of the HMP, and outline the monitoring and reporting requirements.

Pursuant to the deed covenants, the local land use jurisdictions that receive disposed land with restrictions or management guidelines identified in the HMP, including the City, are required to prepare their respective RMPs within six (6) months of land transfer and acquisition. However, in 1997, instead of preparing RMPs, the local jurisdictions initiated an incidental take permit process with the USFWS that included the preparation of a habitat conservation plan, which effectively incorporated the requirements of the HMP. Thus, in coordination with the USFWS, over a period of over 20 years, the local jurisdictions prepared a Draft Fort Ord Habitat Conservation Plan (HCP). In June 2020, the local jurisdictions decided not to approve the Fort Ord HCP.

As a result, the USFWS has requested that the local jurisdictions initiate the steps necessary to comply with the HMP now that the Fort Ord HCP and base-wide incidental take permits are no longer proposed.

¹ As described above, the HMP identifies what type of activities can occur on each parcel at former Fort Ord; parcels are designated as “development,” “habitat reserve,” “habitat corridor,” and “development with reserve areas or development with restrictions.” Development parcels do not have any habitat management requirements, while the remaining categories do have varying habitat management requirements. As a result, the remaining categories are collectively referred to as “Habitat Management Areas” or “HMAs.”

² The City recently acquired the Landfill HMA from the County of Monterey. Maps of each HMA are attached to **Exhibit “A”**.

Section 2081 of the California Endangered Species Act (CESA) Incidental Take Permit (ITP)

The proposed RMP described above will bring the City into compliance with deed restrictions and federal agency requirements to manage the City's HMAs to mitigate development on former Fort Ord, but the City will also need to meet State of California requirements of the CA Endangered Species Act (CESA) for anticipated future take of Monterey Gilia that may result from future projects. To comply with CESA in carrying out future development projects in habitat sensitive areas, the City will need to acquire an Incidental Take Permit for Monterey Gilia as well.

ANALYSIS:

As described above, the City is required to develop a RMP to identify the habitat management activities required for each parcel in the HMAs with the City's jurisdiction. To meet this requirement, staff has sought a proposal from Denise Duffy & Associates (DD&A), Inc. to provide biological consulting services to facilitate the City's compliance with the Fort Ord HMP and development of its RMP. DD&A is uniquely qualified to provide these services to the City as they have expert knowledge of the biological resources and complex regulatory requirements on the former Fort Ord because of completing over a hundred projects over the last 25 years on the former military base.

In addition to the HMP Compliance services, the City has also sought a proposal from DD&A to assist the City in acquiring an Incidental Take Permit (ITP) in compliance with Section 2081 of the California Endangered Species Act (CESA) for the potential take of Monterey Gilia that is expected to result from multiple anticipated future projects City-Wide.

The two proposals described above are further detailed below and will be separated into two contracts, which are attached to this report as “**EXHIBIT A**” and “**EXHIBIT B**”.

Biological Consulting Services for Fort Ord HMP Compliance

DD&A has provided a detailed proposal to provide biological consulting services to facilitate the City's compliance with the Fort Ord HMP. DD&A is well-versed in the habitat management requirements for all of the habitat management areas and associated land recipients, as approved by the HMP. As a result of our work on the Fort Ord HCP Impact Analysis, DD&A has compiled an extensive Geographic Information System (GIS) database of natural resources and infrastructure within the former Fort Ord, including, but not limited to, the following:

- Special-status plant and wildlife species occurrences and potential habitat distribution data (including HMP covered species, as well as other species typically considered sensitive under CEQA and NEPA);
- Updated habitat mapping, including developed areas and natural communities; and
- Existing and proposed roads, trails, fuelbreaks, water facilities, land uses, and zoning.

DD&A's Natural Resources Division (NRD) consists of Environmental Scientists, Botanists, and Wildlife Biologists, Certified Arborists, and a Certified Drone Pilot with over 70 combined years of experience. DD&A's NRD is qualified at all levels of biological resource analysis, including protocol-level wildlife and botanical surveys, habitat assessment and mapping, wetland delineation and assessment, biological impact evaluation, mitigation monitoring compliance, and permit preparation and acquisition. DD&A biologists hold current federal recovery permits for both the California red-legged frog and the California tiger salamander, and state Scientific Collection Permits authorizing handling (capture and release) of all mammals, reptiles, amphibians, and freshwater/terrestrial invertebrates. DD&A's staff has the necessary

combination of professional skills, hands-on experience, and expert knowledge required to work effectively with the City, regulatory agencies, as well as others involved in this project. Included as “**EXHIBIT A**” to this staff report is a Professional Services Agreement with Denise Duffy & Associates, Inc. to provide biological consulting services for Fort Ord HMP Compliance. The proposal provided by DDA, and detailed in the scope of work, is included within “**EXHIBIT A**”. To facilitate the City’s compliance with the Fort Ord HMP, DDA proposes the following tasks.

PROPOSED BIOLOGICAL CONSULTING SERVICES FOR HMP SCOPE OF WORK

Task 1. Project Initiation – includes the review of background information, scope of work finalization, identify data and documentation needs, confirm deliverables, and establish a project schedule.

Task 2. Public Outreach and Early Coordination with Interested Parties – outreach to interested parties/stakeholders/public agencies, development of a Public Participation Plan, workshop and stakeholder meetings and Council presentation.

Task 3. Prepare Resource Management Plan – one Resource Management Plan (RMP) will be prepared to address the HMP requirements for the HMAs.

Task 3.1. Data Collection/Baseline Inventory and Mapping – review available data and prepare narratives and figures.

Task 3.2. Identify and Define Potential Future Development Projects within HMAs – work with City to account for potential future development projects.

Task 3.3. Prepare Administrative Draft RMP – review draft report with City and address City comments.

Task 3.4. Prepare 2nd Administrative Draft RMP – revise draft report based on City comments and develop a cost estimate for RMP implementation. Submit to USFWS.

Task 3.5. Prepare Public Draft RMP – prepare public draft report based on USFWS comments.

Task 3.6. Prepare Final RMP and CEQA Determination – prepare final document and work with City to draft final CEQA determination memorandum.

Task 3.7. Hearing Attendance – attend Planning Commission and City Council public hearings to support City adoption of final documents.

Task 4. Cost Estimate for RMP Implementation – Update final cost estimate for implementation of the proposed RMP under two scenarios: implementation of the entire RMP, and a phased implementation of the RMP.

Completion of this project through the Tasks outlined above will ensure the City is in compliance with the Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord (HMP). It is estimated that this project will take approximately 12-months to complete.

COST ESTIMATES OF SERVICES FOR HMP COMPLIANCE

The cost estimate provided with the DD&A proposal to provide Biological Consultant Services for Fort Ord HMP Compliance is \$204,170. This estimate encompasses 1,750 hours of various professional staff services and a minor amount of expenses and administrative fees. The complete cost estimate breakdown is provided in the DD&A proposal. It is anticipated that the cost estimate will be adequate to complete the project, however, as outlined in the proposal there may be additional unanticipated requirements of USFWS to complete the RMP. Should there be additional costs necessary, staff will return to the City Council to request further spending authorization.

Once the RMP is completed and approved, the City will need to identify funding sources and allocate funds annually for implementing the requirements of the RMP. The current plan is to use some of the monies collected from the alternate CFD funds from FORA that are being charged to current and future development projects to pay for the current costs and establish an endowment that will fund the RMP in perpetuity.

City-Wide Section 2081 Incidental Take Permit

DD&A has also provided the City with a proposal to assist the City in acquiring an Incidental Take Permit (ITP) in compliance with Section 2081 of the California Endangered Species Act (CESA) for future take of Monterey Gilia that may result from multiple projects City-wide. This project would allow the City to proactively plan for and receive California Department of Fish and Wildlife (CDFW) approval of, a mitigation strategy for Monterey Gilia that may be impacted by future City projects, which will be determined through City/DD&A consultation in the project facilitation process.

Included as “**EXHIBIT B**” to this staff report is a Professional Services Agreement with Denise Duffy & Associates, Inc. to assist the City in acquiring an Incidental Take Permit (ITP) in compliance with Section 2081 of the California Endangered Species Act (CESA) for the potential take of Monterey Gilia that is expected to result from multiple anticipated future projects City-Wide. The proposal provided by DD&A, and detailed in the scope of work, is included within “**EXHIBIT B**”. To facilitate the City’s compliance with the Fort Ord HMP, DDA proposes the following tasks.

Task 1. Mitigation Strategy Proposal – work with the City to identify and define proposed future projects, calculate the anticipated impacts to Monterey Gilia that may result from future project impacts, prepare an administrative draft mitigation strategy proposal, prepare final draft proposal for submittal to CDFW and attend meetings.

Task 2. Prepare ITP Application – based upon the agreed upon mitigation strategy proposal, DD&A will prepare the ITP application, develop a Mitigation and Monitoring Plan, and respond to comments from CDFW and the City in development of the Final ITP Application.

Task 3. ITP Conditions – coordinate with the City and CDFW to identify, compile and submit all requested documents necessary to address the conditions of the ITP.

Completion of this project will enable the City to proactively address and largely streamline any future take of Monterey Gilia that may result from multiple projects City-wide. This will enable the City to proceed with priority projects in a streamlined fashion. It is anticipated that this project will take approximately 8-months to complete.

COST ESTIMATES OF SERVICES FOR HMP COMPLIANCE

The cost estimate provided with the DD&A proposal to prepare, submit and facilitate approval of the ITP is \$28,989. This estimate encompasses 220 hours of various professional staff services and a minor amount of expenses and administrative fees. The complete cost estimate breakdown is provided in the DD&A proposal.

In addition to the DD&A professional service costs, there will also be a CDFW ITP Application fee of \$32,669.75.

Total costs for this project will total \$61,658.75. Should there be additional costs necessary, staff will return to the City Council to request further spending authorization.

FISCAL IMPACT:

The Agreement for Professional Services for Biological Consultant Services for Fort Ord HMP Compliance included in “**EXHIBIT A**”, requires a new budget appropriation in the amount of \$204,170. Staff is proposing to appropriate this spending authority from Fund 223. When FORA closed its doors on June 30, 2020, funding that had been dedicated to habit conservation planning efforts were divided and transferred to the land use jurisdictions with HMP responsibilities. Fund 223 currently contains a balance of approximately \$1,300,000. Therefore, Fund 223 has adequate funding capacity to cover the estimated contract costs contained in “**EXHIBIT A**”.

The Agreement for Professional Services to assist the City in acquiring an ITP in compliance with Section 2081 included in “**EXHIBIT B**”, requires a new budget appropriation in the amount of \$28,989. Staff is also proposing to appropriate this spending authority from Fund 223. In addition to the DD&A professional service costs, there will also be a CDFW ITP Application fee of \$32,669.75. Total project costs, and the necessary budget appropriation, to gain the approval of the ITP from CDFW is \$61,658.75.

Total costs for both of the above-described projects is \$265,828.75. With the Fund 223 balance of approximately \$1,300,000, there are sufficient funds to appropriate to these two projects. Should there be additional costs necessary, staff will return to the City Council to request further spending authorization.

CONCLUSION:

This request is submitted for the City Council consideration and approval

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING AGREEMENTS WITH DENISE DUFFY & ASSOCIATES, INC TO 1)
PROVIDE BIOLOGICAL CONSULTING SERVICES FOR FORT ORD HMP
COMPLIANCE AND 2) ASSIST THE CITY IN ACQUIRING A CITY-WIDE 2081
INCIDENTAL TAKE PERMIT, AND AUTHORIZING THE FINANCE DIRECTOR
TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON
BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE
CITY ATTORNEY

WHEREAS, the U.S. Army's decision to close and dispose of the Fort Ord military base was considered a major federal action that could affect listed species under the federal Endangered Species Act (ESA). In 1993, the U.S. Fish and Wildlife Service (USFWS) issued a biological opinion in accordance with Section 7 of the ESA requiring that a habitat management plan be developed and implemented to reduce the incidental take of listed species and loss of habitat that supports these species. The Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord (HMP) was prepared to assess impacts on vegetation and wildlife resources, and provide mitigation for their loss associated with the remediation, disposal, and reuse of former Fort Ord; and,

WHEREAS, with the closure of FORA the City is responsible for four Habitat Management Areas (HMAs) including the Salinas River, Airport, Northwest Corner, and Landfill HMAs. In accordance with the requirements described in the Fort Ord HMP and the deed restrictions for the parcels, a Resource Management Plan (RMP) must be prepared and implemented by the City; and,

WHEREAS, Denise Duffy & Associates (DD&A), Inc. has provided a proposal to provide biological consulting services to facilitate the City's compliance with the HMP, which is attached to "Exhibit A"; and,

WHEREAS, DD&A has expert knowledge of the biological resources and complex regulatory requirements on former Fort Ord as a result of completing over a hundred projects over the last 25 years on the former military base; and,

WHEREAS, the Agreement for Professional Services included in "Exhibit A", will cost \$204,170 and may be appropriated from the adequate fund balance in Fund 223; and,

WHEREAS, the proposed RMP will bring the City into compliance with deed restrictions and federal agency requirements, however to meet requirements of the California Endangered Species Act (CESA) for future take of Monterey Gilia, acquisition of an Incidental Take Permit for Monterey Gilia will be necessary; and,

WHEREAS, DD&A has also provided the City with a proposal to assist the City in acquiring an Incidental Take Permit (ITP) in compliance with Section 2081 of the CESA for future take of Monterey Gilia that may result from multiple projects City-wide, which is attached to "Exhibit B"; and,

WHEREAS, the Agreement for Professional Services included in "Exhibit B", will cost \$28,989 In addition to the DD&A professional service costs, there will also be a CDFW ITP Application fee of \$32,669.75. Total project costs, and the necessary budget appropriation, to gain the approval of the ITP from CDFW is \$61,658.75, which may be appropriated from the adequate fund balance in Fund 223.

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

1. Approve an agreement with Denise Duffy & Associates, Inc to provide biological consulting services for Fort Ord HMP compliance.
2. Approve an agreement with Denise Duffy & Associates, Inc to assist the city in acquiring a city-wide 2081 Incidental Take Permit.
3. Authorize the Finance Director to make necessary accounting and budgetary entries.
4. Authorize the City Manager to execute the Agreements on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of December 2020, 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



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

November 16, 2020

Layne Long, City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Subject: Proposal to Provide Biological Consulting Services for Fort Ord HMP Compliance

Dear Mr. Long:

Based on discussions with the City of Marina (City), Denise Duffy & Associates, Inc. (DD&A) is submitting this proposal to provide biological consulting services to facilitate the City's compliance with the *Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord, California* (April 1997) (HMP). The U.S. Fish and Wildlife Service (USFWS) has requested that the local jurisdictions initiate the steps necessary to comply with the HMP now that the Fort Ord Habitat Conservation Plan (HCP) and base-wide incidental take permits are no longer proposed. Based on DD&A's comprehensive understanding of the HMP and extensive knowledge of the biological resources on the former Fort Ord, the enclosed proposal identifies the tasks necessary for the City to comply with the requirements of the HMP.

DD&A is uniquely qualified to provide these services to the City. DD&A has expert knowledge of the biological resources and complex regulatory requirements on the former Fort Ord as a result of completing over a hundred projects over the last 25 years on the former military base. Specifically, DD&A is intimately familiar with the biological resources on the former Fort Ord through our work on the Fort Ord HCP and several other large, pivotal Fort Ord projects, including but not limited to:

- annual surveys and habitat management monitoring for the East Garrison California Tiger Salamander Interim Habitat Management Plan;
- a long-term contract to provide biological support to Kemron Environmental Services, Inc. for the cleanup of the former Fort Ord inland ranges;
- a Draft Oak Woodland Conservation Area Map and a Draft Oak Woodland Area Management and Monitoring Plan for the City of Seaside and Monterey County;
- environmental review and planning for the Fort Ord Dunes State Park Campground Project;
- annual surveys and mapping of rare plants as part of the Operating Unit-1 cleanup effort on the Fort Ord Natural Reserve (FONR); and
- environmental compliance, including biological assessment, of the California Central Coast Veterans Cemetery.



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

Some additional projects on the former Fort Ord include:

- Fort Ord Recreational Habitat Area Trail Master Plan (Monterey County)
- Joby Aviation Manufacturing Facility (Joby Aero, Inc. and City of Marina)
- Del Monte Boulevard Extension (City of Marina)
- Imjin Parkway Improvements Section 2081 Incidental Take Permit (City of Marina)
- Patton Parkway Biological Assessment (City of Marina)
- 12th Street/Imjin Parkway IS/EA (Fort Ord Reuse Authority and Caltrans)
- The Dunes of Monterey Bay/University Villages Specific Plan (City of Marina and Marina Community Partners)
- Marina Heights Specific Plan/Sea Haven Section 2081 Incidental Take Permit (The Chadmar Group and Assemi Group, Inc.)
- South Boundary Road and General Jim Moore Boulevard Intersection (Fort Ord Reuse Authority/City of Del Rey Oaks)
- Water Storage Tanks Design and Improvements Project IS/EA (Marina Coast Water District)
- Marina Airport Recycled Water Pipeline EIR/EA (Marina Coast Water District)
- Monterey Peninsula Light Rail Project EIR/EA (Transportation Agency for Monterey County and Federal Transit Administration)
- Regional Water Regional Water Augmentation/Recycled Water Project EIR and EA (Marina Coast Water District and U.S. Bureau of Reclamation)
- Del Rey Oaks Resort EIR (City of Del Rey Oaks)
- Seaside Main Gate/The Projects at Main Gate Specific Plan EIR (City of Seaside)
- Laguna Seca Ticketing Area IS/EA (Monterey County and U.S. Army Corps of Engineers)
- Monterey Downs Specific Plan Biological Resources Study (Monterey Downs, LLC)
- Habitat Restoration Plan Site 39 Inland Ranges Former Fort Ord (Shaw Environmental, Inc. and U.S. Army Corps of Engineers)



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

- Whispering Oaks Business Park Biological Resources Study (Monterey-Salinas Transit and Monterey County)
- Fort Ord Reuse Plan Reassessment (Fort Ord Reuse Authority)
- The First Tee Project EIR (City of Seaside)
- Monterey Bay Regional Water Supply (Desalination) Project and Coastal Water Project EA (Marina Costa Water District, Cal-Am Water, and U.S. Bureau of Reclamation)
- North-South Road (General Jim Moore Boulevard) Widening Project IS/EA (Fort Ord Reuse Authority)
- Highway 218 Widening Project IS/EA (Fort Ord Reuse Authority and City of Del Rey Oaks)
- CSUMB 2004 and 2007 Master Plan Project and over 25 individual campus projects (California State University Monterey Bay/CSU Board of Trustees)
- 8th Avenue and Inter-Garrison Road Roundabout and 8th Street/7th Avenue/Inter-Garrison Road Realignment Projects (California State University Monterey Bay)
- Habitat Restoration Plan Site 39 Inland Ranges (Shaw Environmental, Inc. and U.S. Army Corps of Engineers)
- Monterey Bay Charter School – CSUMB Campus (Monterey Bay Charter School)
- CSUMB 2016 Master Plan Update Biological Resources Analysis (California State University Monterey Bay)
- Baseline Aquatic Sampling for Soil Remediation Areas (Shaw Environmental, Inc. and U.S. Army Corps of Engineers)
- Eastside Parkway Biological Study and Preliminary Environmental Analysis (Fort Ord Reuse Authority)
- Seaside Resort (City of Seaside)
- Seaside Highlands Housing Subdivision (City of Seaside)
- Pure Water Monterey Groundwater Replenishment Project (Monterey Regional Water Pollution Control Agency and Monterey Peninsula Water Management District)



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

DD&A is extremely well-versed in the habitat management requirements for all of the habitat management areas and associated land recipients, as approved by the HMP. As a result of our work on the Fort Ord HCP Impact Analysis, DD&A has compiled an extensive Geographic Information System (GIS) database of natural resources and infrastructure within the former Fort Ord, including, but not limited to, the following:

- Special-status plant and wildlife species occurrences and potential habitat distribution data (including HMP covered species, as well as other species typically considered sensitive under CEQA and NEPA);
- Updated habitat mapping, including developed areas and natural communities; and
- Existing and proposed roads, trails, fuelbreaks, water facilities, land uses, and zoning.

DD&A's Natural Resources Division (NRD) consists of Environmental Scientists, Botanists, and Wildlife Biologists, Certified Arborists, and a Certified Drone Pilot with over 70 combined years of experience. DD&A's NRD is qualified at all levels of biological resource analysis, including protocol-level wildlife and botanical surveys, habitat assessment and mapping, wetland delineation and assessment, biological impact evaluation, mitigation monitoring compliance, and permit preparation and acquisition. DD&A biologists hold current federal recovery permits for both the California red-legged frog and the California tiger salamander, and state Scientific Collection Permits authorizing handling (capture and release) of all mammals, reptiles, amphibians, and freshwater/terrestrial invertebrates.

As summarized above, DD&A's staff has the necessary combination of professional skills, hands-on experience, and expert knowledge required to work effectively with the City, regulatory agencies, as well as others involved in this project.

If you have any questions concerning the enclosed information, please do not hesitate to contact me at (831) 915-0604 or eharwayne@ddaplanning.com. We appreciate this opportunity to continue providing environmental consulting services to the City.

Sincerely,

Erin Harwayne, AICP
Project Manager/Senior Planner
Denise Duffy & Associates, Inc.

SCOPE OF WORK TO PROVIDE BIOLOGICAL CONSULTING SERVICES FOR CITY OF MARINA HABITAT MANAGEMENT PLAN COMPLIANCE

Task 1. Project Initiation

DD&A will initiate the project by coordinating with the City to obtain pertinent project information, including GIS data, parcel deeds, agreements, and other background documentation associated with the project. Project initiation will include the following tasks:

- Review available background information,
- Attend a kick-off meeting with the City to discuss the project approach and finalize the scope of work,
- Identify data and documentation needs,
- Confirm format and quantities of deliverables, and
- Establish the project schedule and protocol for communication.

During this task, DD&A will complete a review and assessment of the information already available and identify any outstanding data needs. This task will also include a meeting with USFWS staff to confirm the HMP compliance approach, identify deliverables, obtain project-related information, and establish review timelines.

Deliverable(s): Final Scope and Budget, Draft and Final Schedule, Information Needs Request (if required)¹

Task 2. Public Outreach and Early Coordination with Interested Parties

Public outreach and early coordination with interested parties will be an important part of the development of the proposed Resource Management Plan (RMP). In coordination with the City and USFWS, DD&A will prepare a mailing/email list of stakeholders and public agencies based on its existing database from previous projects. This contact database will be used and updated, as needed, throughout the duration of the project. It is recommended that a Public Participation Plan be developed to outline a process to solicit public input regarding the proposed RMP. DD&A will prepare a draft plan, which will be clear, concise, and contain a detailed description of milestones. The plan will identify outreach strategies for the key stakeholders, including regulatory agencies, non-governmental organizations, interest groups, recreational users, local municipalities, and the general public. It will outline the public outreach methods that may be considered, including potential meeting types (i.e., site visits/field visits, workshops, small group, one-on-one²), periodic project updates for the public, and providing a project website. It will also include outreach methods for low-income and minority

¹ This scope of work assumes all meetings will be virtual and all deliverables will be electronically submitted due to the COVID-19 pandemic.

² Any proposed meeting types will be conducted in compliance with public health and safety guidelines related to COVID-19 (e.g., virtual and/or small, socially distanced site visits).

populations, including multi-lingual noticing and translators at public meetings. DD&A will submit a Draft Public Participation Plan to the City and USFWS for review and comment. Upon receipt of comments, DD&A will revise accordingly and finalize the plan. This scope of work assumes one round of comments from the City and USFWS.

In addition, the development of the proposed RMP will require coordination with agencies and stakeholders, which may include but are not limited to, the following:

- California Department of Fish and Wildlife (CDFW)
- Bureau of Land Management (BLM)
- Fort Ord Coordinated Resource Management Planning team (CRMP)
- Adjacent property owners
- Keep Fort Ord Wild
- California Native Plant Society
- Transportation Agency for Monterey County (TAMC) (as related to the Fort Ord Regional Trail and Greenway Project)

This scope of work assumes two (2) community workshops, two (2) stakeholder meetings, one (1) Planning Commission presentation, and one (1) City Council presentation.

This scope of work assumes DD&A will facilitate the meetings (assumed to be virtual) and provide all necessary meeting materials, including, but not limited to, agendas, meeting notes, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to the City and USFWS, as determined necessary, for review and comment prior to public meeting distribution.

Deliverable(s): Draft and Final Public Participation Plan, Contact Database, Draft and Final Meeting Materials

Task 3. Prepare Resource Management Plan

In accordance with the requirements described in the HMP and the deed restrictions for the parcels, DD&A will prepare a Resource Management Plan (RMP) for the City's Habitat Management Areas (HMAs³), including the Salinas River, Airport, Northwest Corner, and Landfill HMAs.

DD&A proposes to prepare one (1) RMP to address the City's HMP responsibilities for all four HMAs. The RMP will address HMP requirements for habitat management activities within the HMAs. The RMP will include the HMA development allowances, as designated in the HMP and describe any proposed development activities within the HMAs in accordance with the HMP. The preparation of the RMP will include the tasks outlined below.

³ The HMP identifies what type of activities can occur on each parcel at former Fort Ord; parcels are designated as "development," "habitat reserve," "habitat corridor," and "development with reserve areas or development with restrictions." Development parcels do not have any habitat management requirements, while the remaining categories do have varying habitat management requirements. As a result, the remaining categories are collectively referred to as "Habitat Management Areas" or "HMAs."

Task 3.1. Data Collection/Baseline Inventory and Mapping

DD&A will utilize our existing database of the resources on the former Fort Ord to the greatest extent feasible to serve as the foundation of the RMP. DD&A will coordinate with the City and surrounding jurisdictions, and conduct research and surveys to update the database, as necessary. During this task, DD&A will perform the following:

- Conduct research utilizing available resources including the CDFW California Natural Diversity Database (CNDDDB), CNPS inventories, information from local experts, and other published and unpublished materials, including recent biological studies and environmental documents;
- Conduct desktop reviews and reconnaissance-level surveys of the HMAs to assess the environmental conditions of the HMAs and their surroundings; and
- Prepare narratives and provide figures of the following:
 - HMP species and habitats, as well as other special-status species and sensitive habitats known, or with the potential to occur within and adjacent to the HMAs
 - Natural vegetative communities
 - Wildlife species and habitat
 - Physical conditions including,
 - soil erosion, noting the extent and location
 - non-native invasive plant species, noting extent and location
 - natural disturbances, such as fire or significant soil shifts
 - areas exhibiting potential erosion control issues (along trails and fuelbreaks)
 - areas with populations of invasive non-native plant species potentially in need of removal, focusing on jubata/pampas grass, iceplant, French broom, (along trails and fuelbreaks)
 - volunteer trails that should be signed and monitored for trespass and erosion issues
 - Conditions and locations of existing barriers and signage and identify locations for future installation to restrict access by off-road vehicles and pedestrians
 - conditions and locations of existing fuelbreaks and access roads.

DD&A will prepare a draft set of baseline narratives and inventory maps to the City for review and comment. Based on comments from the City, DD&A will finalize the baseline narratives and inventory maps for inclusion in the RMP. This scope of work assumes one round of comments.

This scope of work assumes that existing data will be sufficient for the RMP and that any protocol-level botanical and wildlife surveys, if required, will be conducted during the RMP implementation phase. However, if the USFWS requires any protocol-level surveys (e.g., rare plant surveys, California tiger salamander upland surveys, etc.) prior to RMP approval, DD&A can provide a proposal for the requested services and this scope of work can be amended.

Deliverable(s): Draft and Final Baseline Narratives and Inventory Maps

Task 3.2. Identify and Define Potential Future Development Projects within HMAs

As discussed above, this scope of work assumes the incorporation of potential future development projects within the HMAs, where allowed under the HMP, into the RMP. During this task, DD&A will work with the City to identify and define the potential future projects that may occur within the HMAs. DD&A will prepare a brief project description and figures for each project for inclusion in the RMP. This scope of work assumes one round of comments on the descriptions and figures.

Deliverable(s): Draft and Final Project Descriptions and Figures

Task 3.3. Prepare Administrative Draft RMP

DD&A will prepare an Administrative Draft RMP and submit to the City for review and comment. The results from the baseline inventory and descriptions of the potential future development projects will provide the information necessary to develop the RMP. The RMP will include the following:

- baseline inventory
- description of potential future development projects within HMAs
- goals and objectives
- habitat management activities, including
 - erosion control
 - restoration/enhancement
 - non-native species control
 - prescribed burns/alternative vegetative treatments
 - security/patrols
 - vehicle access controls
 - signage/displays
 - trash/debris maintenance
 - road/trail maintenance
 - fuelbreak construction and maintenance
 - preservation
- avoidance and minimization measures, and mitigation measures (if required)
- monitoring program
- implementation plan (including two scenarios: entire plan implementation and phased implementation)
- adaptive management strategies

Please note that the cost estimate for RMP implementation described in Task 4 will be completed and included as part of the 2nd Administrative Draft RMP (please see Task 3.4).

DD&A will submit the Administrative Draft RMP to the City for review and comment. This scope of work assumes one round of comments. This task includes two (2) meetings with the City to discuss the plan and City comments.

Deliverable(s): Administrative Draft RMP

Task 3.4. Prepare 2nd Administrative Draft RMP

Based on comments received from the City, DD&A will revise the RMP and prepare a 2nd Administrative Draft RMP. The 2nd Administrative Draft RMP will include a cost estimate for RMP implementation under the two proposed implementation plan scenarios, as described in Task 4.

DD&A will submit the 2nd Administrative Draft RMP to USFWS for review and comment. This scope of work assumes one round of comments. This task includes two (2) meetings with the City and USFWS to discuss the plan and USFWS comments.

Deliverable(s): 2nd Administrative Draft RMP

Task 3.5. Prepare Public Draft RMP

Based on comments received from the USFWS, DD&A will prepare a Public Draft RMP to support and facilitate the various public outreach efforts, as defined and determined during Task 2.

Deliverable(s): Public Draft RMP

Task 3.6. Prepare Final RMP and CEQA Determination

Based on comments received from the public, Planning Commission, City Council, and others (as defined during Task 2), DD&A will prepare a Final RMP, in coordination with the City and USFWS staff. The Final RMP will be submitted to the USFWS and the City for approval.

This scope of work assumes that any approval or related actions by the USFWS will not require additional environmental review under the National Environmental Policy Act (NEPA). It is anticipated that the RMP will include habitat management activities consistent with the HMP and, therefore, any potential environmental impacts from implementing the RMP will have been previously analyzed in the NEPA documentation prepared for the closure, disposal, and reuse of the former Fort Ord. In addition, for the purposes of this proposal, it is assumed that the implementation of the RMP will not result in the incidental take of federally listed species, and, therefore, the approval and implementation of the RMP will not required an incidental take permit under Section 10 of the federal Endangered Species Act. If the USFWS determines that incidental take may occur and a permit is required, DD&A can amend this scope of work to include permit acquisition.

Similarly, for the purposes of this proposal, it is assumed that any approval and/or adoption actions by the City will not require additional environmental review under the California Environmental Quality Act (CEQA). It is anticipated that the RMP will include habitat management activities consistent with the HMP and, therefore, any potential environmental impacts from implementing the RMP will have been previously analyzed in the NEPA documentation prepared for the closure, disposal, and reuse of the former Fort Ord. In addition, there are potentially a number of existing CEQA documents prepared for the Base Reuse Plan, City of Marina General Plan, Former Fort Ord Habitat Conservation Plan, and other related projects that have adequately analyzed the potential impacts of the habitat management activities proposed in the RMP. It is assumed that the City will be able to rely on the findings from existing CEQA documents, as well as make findings based on the existing NEPA documentation, to support any approval and/or adoption actions.

DD&A will review existing NEPA and CEQA documents to confirm this approach to CEQA compliance for the RMP approval. DD&A will consult with the City and counsel on this approach, and prepare and submit a memorandum to the City documenting the CEQA determination. DD&A will submit a draft memorandum electronically to the City for review and comment. Based on comments received, DD&A will finalize the memorandum and submit to the City. This scope of work assumes one round of comments on the memorandum. This task includes one (1) meeting to collaborate with the City on the CEQA determination. If it is determined that the approval of the RMP will require additional environmental review, the memorandum will recommend the appropriate level of CEQA review. If requested by the City, DD&A can amend this scope of work to include additional CEQA review.

Deliverable(s): Final Public Draft RMP, Draft and Final CEQA Determination Memorandum

Task 3.7. Hearing Attendance

This scope of work assumes that DD&A will attend two (2) public hearings (Planning Commission and City Council) and assist with preparing associated materials, including the staff report, CEQA findings, and presentation. DD&A will be available at the hearings to present the project and answer any questions.

Deliverable(s): Assist with Hearing Materials

Task 4. Cost Estimate for RMP Implementation

DD&A will prepare a cost estimate for implementation of the proposed RMP based on the 2nd Administrative Draft RMP and will update the estimate as needed through plan development (one cost estimate and two updates). The cost estimate will outline the proposed habitat management activities and assumptions in a Microsoft Excel spreadsheet, which will be an appendix to the RMP. The cost estimate will include costs under two scenarios: implementation of the entire plan and phased implementation of the plan. DD&A will coordinate closely with the City on the assumptions.

Deliverable(s): Cost Estimate, including two updates

DD&A Cost Estimate - City of Marina HMP Compliance

Task		Principal	Senior Project Manager	Senior Planner/Scientist	Assoc Planner/Scientist	Asst Planner/Scientist	GIS/Computer Specialist	Admin/Editing	Hours Per Task	Expenses	Admin Fee	Cost Per Task
1	Project Initiation		8			2	4	2	16	50	\$ 8	2,187.50
2	Public Outreach											
	Contact Database		2			2		4	8		\$ -	800.00
	Draft and Final PPP		4	6	6	16		2	34		\$ -	3,982.00
	Public Meetings (6)	4	48		36	48	36	36	208		\$ -	24,020.00
3	Prepare Resource Management Plan											
3.1	Data Collection/Baseline Inventory and Mapping		24	60	120	120	40	8	372	400	\$ 60	43,584.00
3.2	Identify and Define Potential Future Projects		10	12	14	28	34	8	106		\$ -	11,960.00
3.3	Prepare Administrative Draft RMP	2	28	28	80	120	40	16	314		\$ -	35,492.00
3.4	Prepare 2nd Administrative Draft RMP		22	20	20	60	20	14	156		\$ -	18,002.00
3.5	Prepare Public Draft RMP		20	14	26	40	16	10	126		\$ -	14,742.00
3.6	Prepare Final Public Draft RMP and CEQA Determination	10	22	14	18	36	14	10	124		\$ -	15,902.00
3.7	Hearing Attendance	4	20	10	6	10	6	10	66		\$ -	8,830.00
4	Cost Estimate for RMP Implementation		20	32	60	80		28	220		\$ -	24,668.00
	Total Hours	20	228	196	386	562	210	148	1,750			
	Hourly Rate	\$230.00	\$173.00	\$153.00	\$110.00	\$99.00	\$105.00	\$64.00				
	Total Labor	\$ 4,600	\$ 39,444	\$ 29,988	\$ 42,460	\$ 55,638	\$ 22,050	\$ 9,472				\$ 204,170
Total Budget												\$ 204,170

**CITY OF ARINA
AGREEMENT FOR PROFESSIONAL SERVICES**

Biological Consulting Services

THIS AGREEMENT is made and entered into on _____, 2020, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Denise Duffy & Associates, Inc, a California Corporation, 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 provide biological consulting services to develop a Resource Management Plan for Fort Ord HMP compliance 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. Consultant 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 June 30, 2022, 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 January 20, 2020. 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 Two-Hundred-Four Thousand-One-Hundred-Seventy dollars (\$204,170) 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 effected 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 effected by the Contractor or if termination for convenience is effected 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 Matt Mogensen, Assistant City Manager, 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 Erin Harwayne, AICP, 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: Erin Harwayne, AICP, Project Manager.

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, 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"), where same arise out of 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.

(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, 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 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: _____

 Fax: _____

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. E-SIGN 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:
Its:_____
Date:

Attest: (Per Resolution 20__ - __)

Deputy City Clerk

Approved as to form:

By: _____
City Attorney

EXHIBIT A

SCOPE OF WORK

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.

B-1

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.

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.

B-2

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.

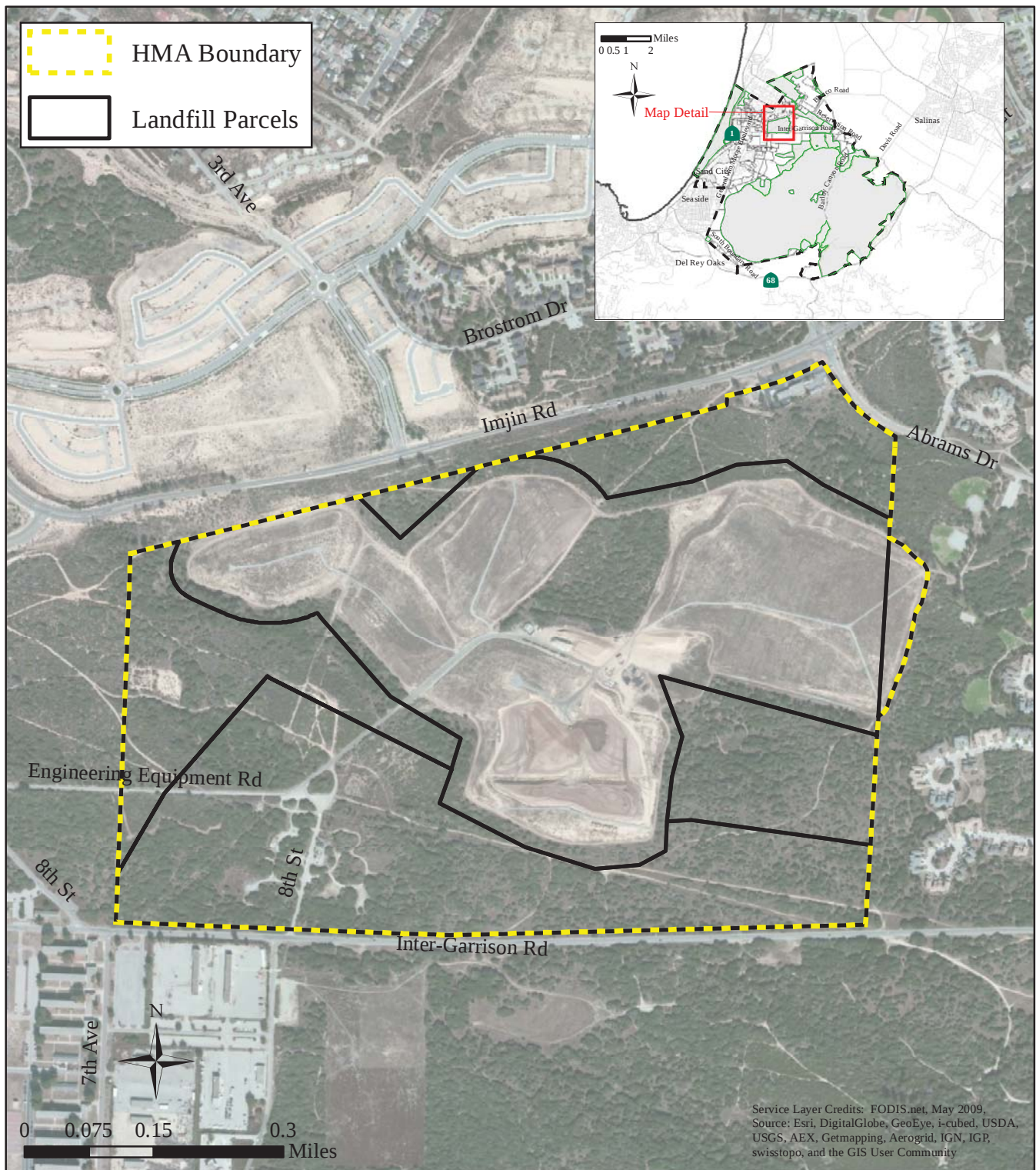
o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor 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.

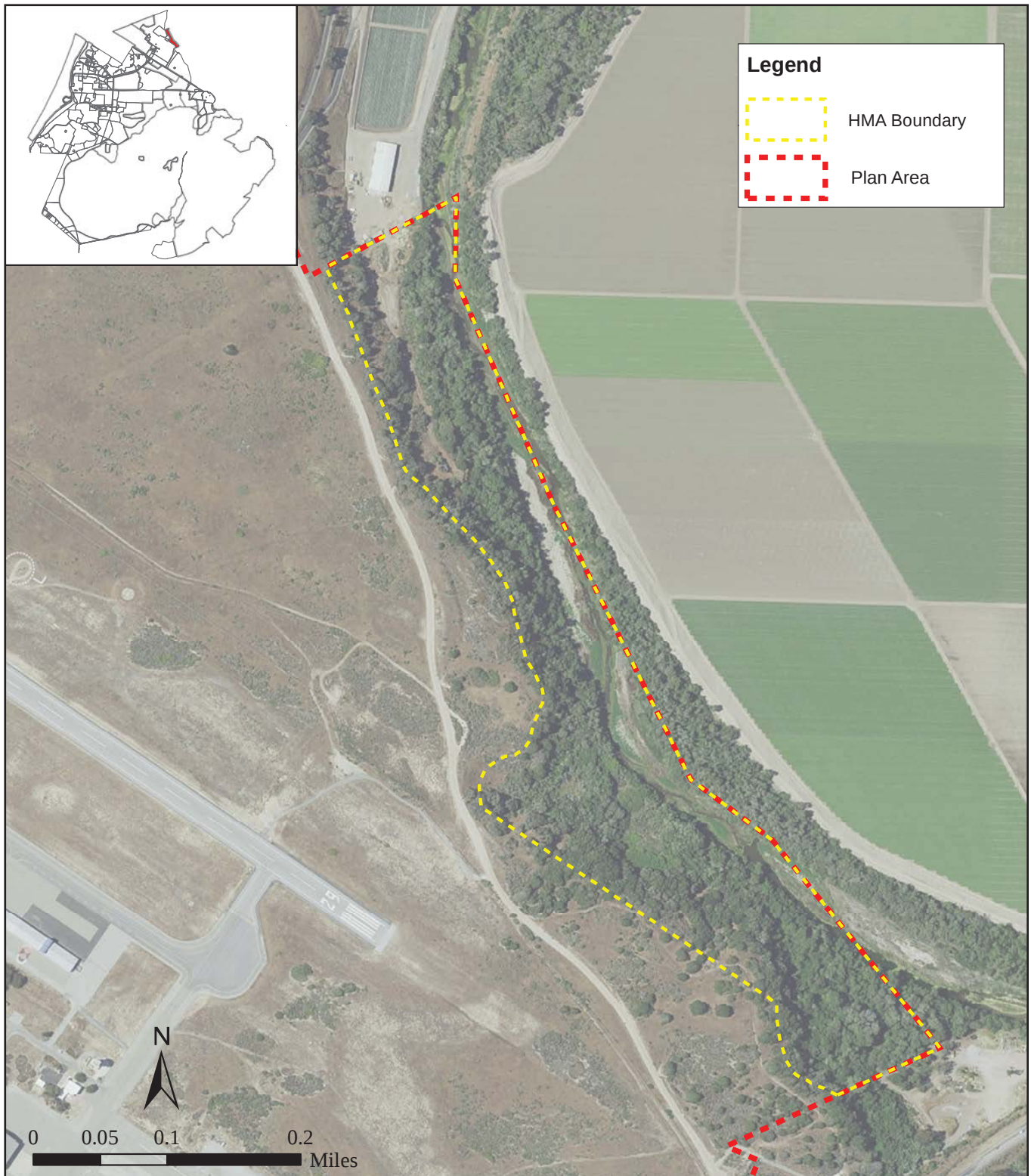
r) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least three years following substantial completion of the work.

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.



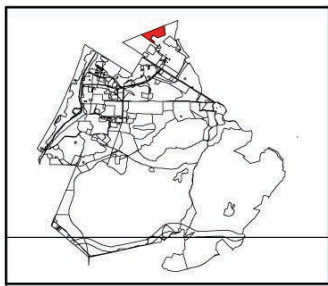
Source: Denise Duffy and Associates

Figure 3-12
Proposed Landfill Development Parcels



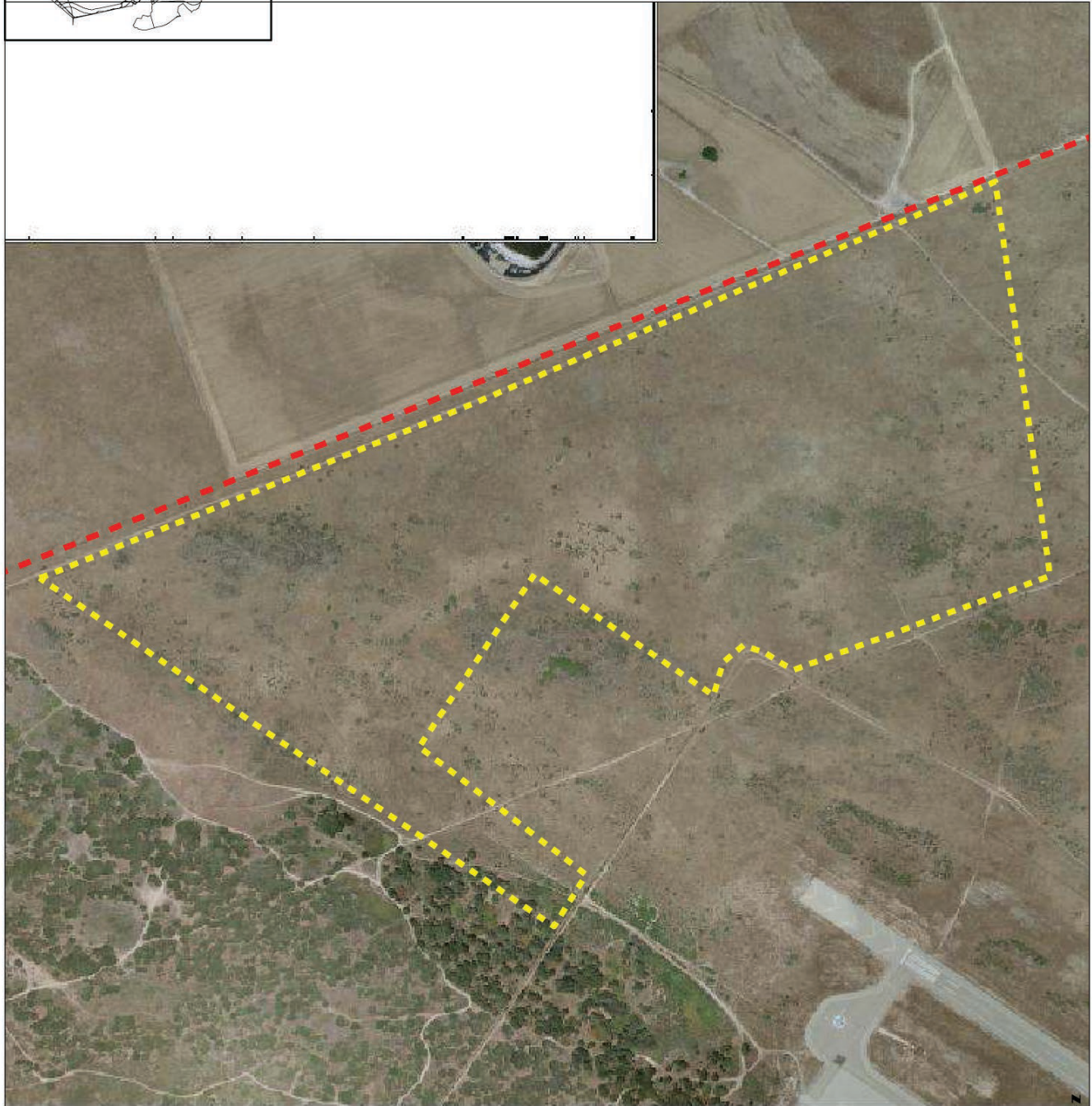
Source: Denise Duffy and Associates

Figure 3-15
Salinas River Habitat Area



Legend

-  Reserve Boundary
-  Plan Area



Source: Zander Associates

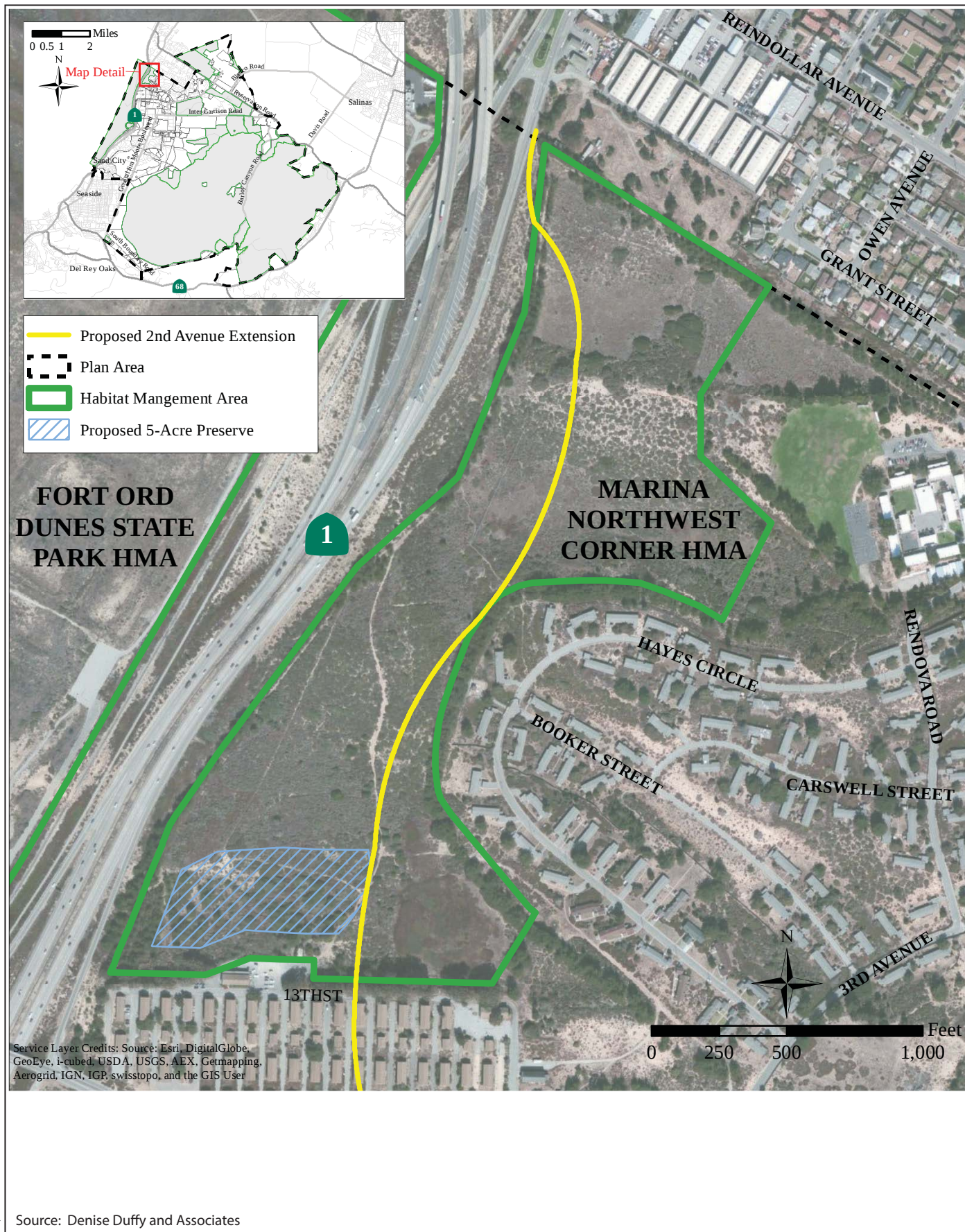


Figure 3-22
NW Corner Preserve and Roads



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

July 17, 2020

Layne Long, City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Subject: Proposal for City-Wide Section 2081 Incidental Take Permit

Dear Mr. Long:

Based on discussions with the City of Marina (City), Denise Duffy & Associates, Inc. (DD&A) is submitting this proposal to assist the City in acquiring an Incidental Take Permit (ITP) in compliance with Section 2081 of the California Endangered Species Act (CESA) for the potential take of Monterey gilia (*Gilia tenuiflora* ssp. *arenaria*) that may result from multiple projects City-wide.

If you have any questions concerning the enclosed information, please do not hesitate to contact me at (831) 915-0604 or charwayne@ddaplanning.com. We appreciate this opportunity to continue providing environmental consulting services to the City.

Sincerely,

A handwritten signature in blue ink that reads "Erin N. Harwayne". The signature is written in a cursive, flowing style.

Erin Harwayne, AICP
Project Manager/Senior Planner
Denise Duffy & Associates, Inc.

SCOPE OF WORK FOR CITY-WIDE SECTION 2081 ITP

July 17, 2020

Task 1. Mitigation Strategy Proposal

DD&A will coordinate with the City to identify and define the proposed projects that may result in take of Monterey gilia. Based on the data collected to date and description of the proposed projects, DD&A will calculate the anticipated impacts to Monterey gilia that may result from project implementation. DD&A will coordinate with the City to prepare a mitigation strategy proposal to present and discuss with the California Department of Fish and Wildlife (CDFW) in order to obtain an ITP in accordance with Section 2081 of the CESA.

DD&A will calculate the estimated acreage of impacts to Monterey gilia that would be impacted by the proposed projects, identify an appropriate mitigation ratio and strategy, and describe the potential mitigation sites in a brief letter format. This scope of work assumes that DD&A will submit an administrative draft mitigation strategy proposal to the City for review and comment. This scope of work assumes one round of comments from the City. DD&A will incorporate comments and prepare a draft proposal to submit to the CDFW. The draft proposal will be presented to CDFW at a virtual meeting for discussion and consideration. DD&A will work closely with the City and CDFW to respond to information requests and finalize the terms of the proposal. This task includes an estimated amount of project management time to coordinate with the City and CDFW. This task assumes two virtual meetings with the City and CDFW, as well as two virtual meetings with the City. This scope of work assumes that the data collected to date will be sufficient to support the issuance of the ITP.

Deliverable(s): Draft and Final Mitigation Strategy Proposal Letter, Meeting Agendas and Notes

Task 2. Prepare ITP Application

Based on the terms of the agreed-upon mitigation strategy proposal, DD&A will work closely with the City and CDFW to prepare and submit a Section 2081 ITP application. The application will include all the required information, including, but not limited to, a description of the extent of take, proposed measures to minimize and fully mitigate the impacts of the proposed take, proposed plan to monitor compliance with the proposed measures, and a description of the funding sources and level of funding available to implement the proposed measures. The CDFW ITP application will require a Mitigation and Monitoring Plan. This scope of work assumes that DD&A will submit a draft of the ITP application to the City for review and comment. This scope of work assumes one round of comments. DD&A will incorporate the comments as appropriate and submit the permit application to the CDFW.

This scope and budget assume that the application materials will be based on the agreed-upon mitigation strategy proposal and no significant revisions will be required application submittal. Upon application submittal, DD&A will work closely with the City and CDFW to respond to information requests and questions

regarding the application. This task includes an estimated amount of project management time to coordinate with the City and CDFW through permit issuance.

The attached budget does not include the application fee. The 2020 CDFW ITP fee for projects costing over \$500,000 is \$32,669.75.

Deliverable: Draft and Final CDFW ITP Application and supporting information as requested

Task 3. ITP Conditions

The ITP issued by CDFW will contain various conditions that will likely be required before the proposed take can occur. These requirements include, but are not limited to, acquisition of mitigation land, conservation of mitigation land in the form of deed restrictions or conservation easement, creation of security and endowment funding, execution of any required agreements, Phase 1 Environmental Site Assessment, preliminary title report(s), policy of title insurance, and biological reports. The extent of these requirements will vary and depend on whether existing information is sufficient. DD&A will coordinate with the City and CDFW to identify, compile, and submit all requested documents in a timely manner.

Deliverables: Various/TBD

Budget

DD&A will invoice on a time-and-material basis, with an initial not-to-exceed (NTE) amount of \$28,989.00, as shown in the attached spreadsheet.

Schedule

It is anticipated that the scope of work identified above will be completed within 6 to 8 months of receiving authorization to proceed.

DD&A Cost Estimate - City-Wide Section 2081 ITP

Task		Principal	Senior Project Manager	Senior Planner/Scientist	Assoc Planner/Scientist	Asst Planner/Scientist	GIS/Computer Specialist	Admin/Editing	Hours Per Task	Expenses	Admin Fee	Cost Per Task
1	Mitigation Strategy Proposal	1	8	12	4	2	10	2	39	10	\$ 2	5,277.50
2	Prepare ITP Application		18	26	12	30	16	2	104	10	\$ 2	13,201.50
3	ITP Conditions	1	18	24	20	4	6	4	77	10	\$ 2	10,509.50
	Total Hours	2	44	62	36	36	32	8	220			
	Hourly Rate	\$230.00	\$173.00	\$153.00	\$110.00	\$99.00	\$105.00	\$64.00				
	Total Labor	\$ 460	\$ 7,612	\$ 9,486	\$ 3,960	\$ 3,564	\$ 3,360	\$ 512				\$ 28,989
Total Budget												\$ 28,989

**CITY OF ARINA
AGREEMENT FOR PROFESSIONAL SERVICES**

City-Wide Section 2081 Incidental Take Permit

THIS AGREEMENT is made and entered into on _____, 2020, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Denise Duffy & Associates, Inc, a California Corporation, 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 assist the City in acquiring an Incidental Take Permit (ITP) in compliance with Section 2081 of the California Endangered Species Act (CESA) for future take of Monterey Gilia that may result from multiple projects City-wide 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. Consultant 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 June 30, 2022, 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 January 20, 2020. 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 Twenty-Eight-Thousand-Nine-Hundred-Eighty-Nine Dollars (\$28,989) 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 effected 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 effected by the Contractor or if termination for convenience is effected 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 Matt Mogensen, Assistant City Manager, 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 Erin Harwayne, AICP, 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: Erin Harwayne, AICP, Project Manager.

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, 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 reproduces 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 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.

(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, 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 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:

Fax: _____

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: _____
Its: _____
Date: _____

Attest: (Per Resolution 20__-__)

Deputy City Clerk

Approved as to form:

By: _____
City Attorney

EXHIBIT A

SCOPE OF WORK

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.

B-1

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.

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.

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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.

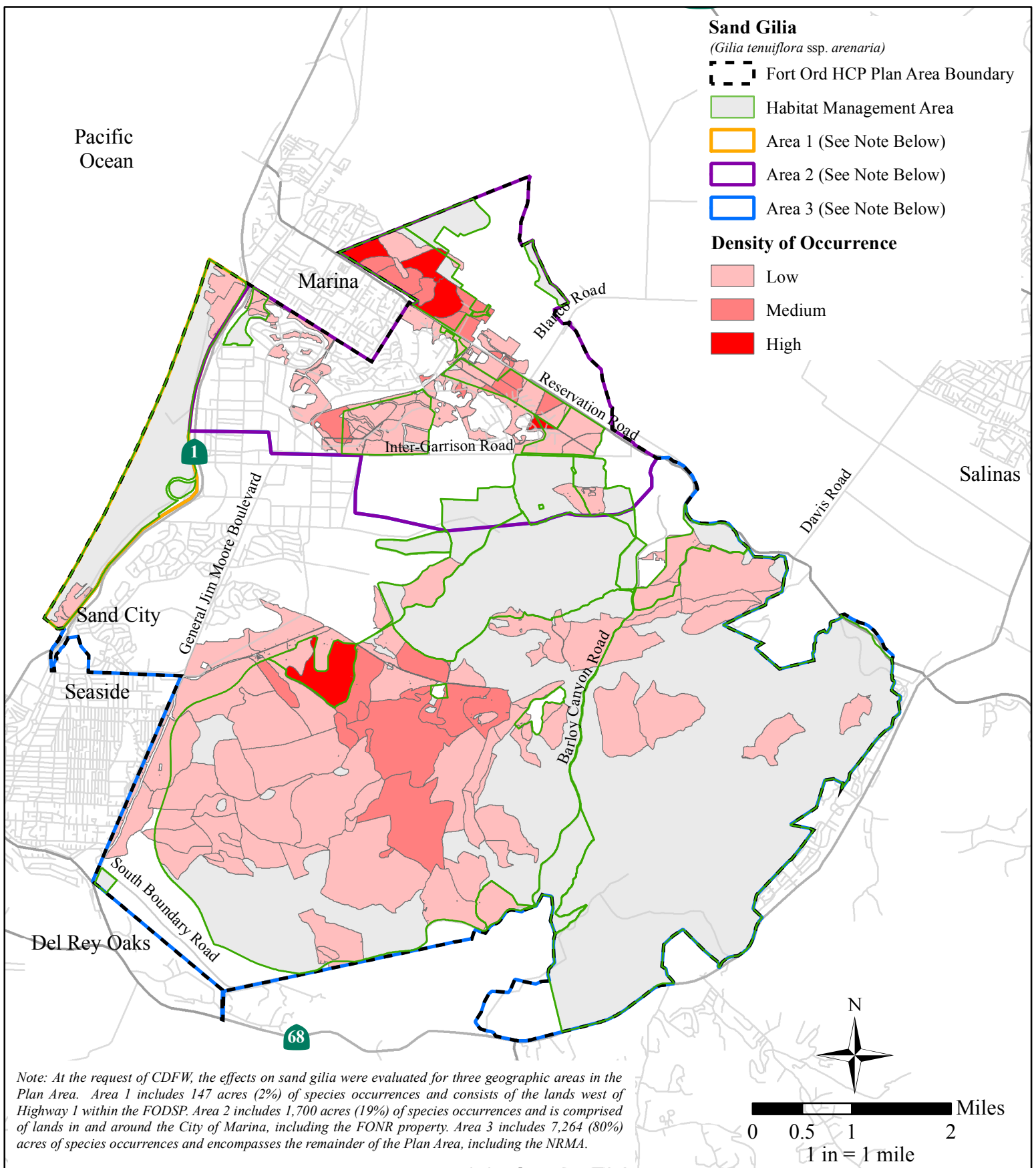
o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor 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.



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Monterey | Truckee | San Jose
Denise Duffy and Associates, Inc.
 Environmental Consultants and Resource Planning
 947 Cass Street, Suite 5
 Monterey, CA 93940
 (831) 373-4341

Sand Gilia Occurrence Map

Figure
X

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 15, `2020

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2020-, RECEIVING A REPORT OF THE STRATEGIC PLANNING WORKSHOP HELD ON DECEMBER 10, 2020 AND ADOPT SIX-MONTH STRATEGIC OBJECTIVES THROUGH JUNE 2021.

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2020-, receiving a report of the Strategic Planning Workshop held on December 10, 2020 and adopting Two-Year Goals for 202 – 2023 and six-month strategic objectives through June 2021.

BACKGROUND:

At the City Council Budget Retreat in March 2019, the City Council established a Work Plan Priority Action List which served as the foundation for preparation of the two-year budget for fiscal years 2019/20 and 2020/21. These Work Plan Priorities are organized under the nine City of Marina Community Goals established by our Vision and Mission Statement. **EXHIBIT A.**

While most of the goals will be completed in this fiscal two-year period, it was expected that some of the goals are on-going in nature and would extend over multiple years.

At the City Council meeting on November 4, 2020 the City Council received an update on the Work Plan Priority list and had a discussion regarding a strategic planning process for 2021 and approved bringing in a facilitator to lead the strategic planning process. The firm Snider and Associates was approved to lead this process.

ANALYSIS:

A Strategic Planning Workshop conducted by Marilyn Snider with Snider and Associates as a facilitator and Michelle Snider Luna as a recorder was held via Zoom on December 10, 2020. Prior to the Workshop the active participants consisting of the Mayor and City Council and City of Marina executive staff completed a S.W.O.T. Analysis (strengths, weaknesses, opportunities, threats) questionnaire.

The combined results from this questionnaire were reviewed and then a brainstorming session identifying “core values” and “goals” was held. New City of Marina core values were established consisting of (**“EXHIBIT B”**):

- Accountability
- Equity, diversity and inclusion
- Professionalism
- Fiscal responsibility
- Honesty and Integrity
- Collaboration and decisiveness

Also new two-year goals for fiscal year 2021-2023 were established. These include:

- Remove blight
- Increase staff/consulting capacity for projects and completion, effectiveness and efficiency
- Improve and maintain City facilities and infrastructure, including IT
- Determine how to implement the development of Cypress Knolls
- Enhance economic development

The group then drafted six-month strategic objectives around these two-year goals (**EXHIBIT C**). This plan is being presented to the City Council for approval.

The progress on these goals and objectives will be monitored monthly and will be amended/added/or deleted as needed. These monthly updates will be distributed and posted on the City's website. In June the Strategic Planning Group will meet for an assessment of progress on the goals and objectives and new objectives will be developed for the next six months.

FISCAL IMPACT:

The cost of the facilitator was \$5,000

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
RECEIVING A REPORT OF THE STRATEGIC PLANNING WORKSHOP HELD ON
DECEMBER 10, 2020 AND ADOPT SIX-MONTH STRATEGIC OBJECTIVES THROUGH
JUNE 2021.

WHEREAS, in March 2019 at a City Council Budget Retreat, Work Plan Priorities were established for Fiscal Years 2019/20 and 2020/21; and

WHEREAS, in June 2019, the two-year budget for Fiscal Years 2019/20 and 2020/21 was adopted incorporating these Work Plan Priorities as part of the budget; and

WHEREAS, on December 10, 2020 a Strategic Planning Workshop was held conducted by Marilyn Snider with Snider and Associates.

NOW, THEREFORE, BE IT RESOLVED that the City Council receives a report of the Strategic Planning Workshop held on December 10, 2020 and adopts Two-Year Goals for FY 2021 – 2023 and six-month strategic objectives through June 2021.

PASSED AND ADOPTED by the City Council of the City of Marina on the December 15, 2020 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

**WORK PLAN PRIORITIES
FISCAL YEAR 2019/20 AND 2020/21**

Desirable Quality of Life

1. Annexation CSUMB Housing
2. Groundwater and Aquifer Protection
3. Homelessness Issues
4. Glorja Jean-Tate Park Renovation (including pump track)
5. Sea Haven Park Development
6. Equestrian Park Development
7. Dunes City Park Development
8. Blight Removal
9. Stockade Demolition

Desirable Recreational and Cultural Opportunities

10. Marina High School Gym Joint Use Agreement
11. MPUSD Ages 0-5 Assessment
12. Youth, Seniors, Family Program Development
13. Pool Feasibility Study
14. Water City Roller Hockey Building Recreation Center
15. Senior Center CDBG Grant

High Level of Municipal Services and Infrastructure

16. Fee Schedule Update
17. Impact Fee Update
18. Imjin Parkway Widening
19. Del Monte/2nd Avenue Connection Design
20. Salinas Avenue Widening Design
21. 8th Street between 3rd and 5th Avenue Design
22. Street Maintenance Program
23. Stormwater Permit NPDES
24. Website Improvements
25. Council Chamber ADA, Interior & ADA Improvement
26. Record and File Management
27. City Hall/Annex Improvements
28. Recreation Online Programs
29. City Lease Management
30. GreenWaste Recovery Cost-Based Rate Adjustment

Safe and Secure Environment

31. Fire Service Study
32. Police Services Study

Economic Vitality

- 33. Downtown Vitalization Specific Plan
- 34. FORA Sunset 2020 (Transition Plan)
- 35. Cannabis Program Implementation
- 36. Arts Village Development
- 37. Opportunity Zone Marketing and Development
- 38. Airport Business Park Specific Plan EIR
- 39. JOBY Aviation Development
- 40. Rutherford Development

Diverse Vibrant Community

- 41. Special/Cultural Events
- 42. Campaign Finance Reforms

Protect Natural Setting (Environmental Awareness and Sustainability)

- 43. Local Coastal Plan Update
- 44. Organic Waste Ordinance

Self-Sufficient & Sustainable

- 45. Preston/Abrams Regulatory Agreements Update
- 46. Preston/Abrams Parking Management Plan Development
- 47. Preston/Abrams Fiscal Sustainability Plan (Future FHA Loan)
- 48. Hayes Circle Duplex Renovation
- 49. Stabilization of Useful Buildings

Desirable Residential and Business Community (Balanced Housing and Jobs)

- 50. Housing Element Update
- 51. Inclusionary Ordinance Update
- 52. General Plan Update
- 53. Zoning Ordinance Update
- 54. Below Market Rate Housing Program Implement
- 55. Sea Haven Development
- 56. Dunes Phase II Development
- 57. Marina Station Development
- 58. Creating Voting Districts
- 59. Urban Growth Boundary Ballot Measure
- 60. Cannabis Ordinance Cleanup
- 61. Groundwater Sustainability Plan
- 62. Short-term Home Rentals

Additional

- 63. COVID-19
- 64. Martin Luther King Statue Renovation & Relocation

- 65. Landfill/Border Property Transfer
- 66. Racism, Diversity and Inclusion Study

CITY OF MARINA
STRATEGIC PLANNING WORKSHOP
December 10, 2020 * Via Zoom

Marilyn Snider, Facilitator—Snider and Associates (510) 459-5540
Michelle Snider Luna, Recorder—Snider Education and Communication (510) 610-8242

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.

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.

CORE VALUES

(Not in priority order)

The City of Marina values...

Accountability

Equity, diversity and inclusion

Professionalism

Fiscal responsibility

Honesty and integrity

Collaboration and decisiveness

TWO-YEAR GOALS
(2021-2023 * Not in priority order)

Remove blight

Increase staff/consulting capacity for projects completion, effectiveness and efficiency

Improve and maintain City facilities and infrastructure, including IT

Determine how to implement the development of Cypress Knolls

Enhance economic development

S.W.O.T. ANALYSIS

Strengths – Weaknesses - Opportunities - Threats

WHAT ARE THE STRENGTHS AND ACCOMPLISHMENTS OF THE CITY OF MARINA IN THE PAST TWO YEARS?

Brainstormed List of Perceptions:

- Closure of FORA
- CEMEX closure
- Streets CIP program
- Work towards adopting a Downtown Specific Plan
- Completed a Groundwater Sustainability Plan in 3 months
- Secured blight removal funding
- Ord landfill acquisition
- Continued service during pandemic
- Protection of natural resources from mega corporations (sand/water) Objective: Protection of Natural Resources
- Procurement of FORA money to begin blight removal Objective: Visual Aesthetic Enhancement
- Attraction of important new business (Joby Aeronautics) to airport property. Objective: Job Creation
- Completion of the first draft Downtown Vitalization Specific Plan. Objective: Create Vision And Standards
- Pre-COVID the growth of the City's recreational activities and participation from residents
- Cannabis - ordinance, tax measure, interest
- The passage of tax measures
- The increase staffing of public safety
- Budget Stability
- Dunes Phase 2
- FORA Sunset
- Cal Am Desal Plant
- COVID Budget Survival
- Sunset of FORA
- Dunes Agreed to Phase II of their Development
- New tax measures brought new revenues
- Retention and expansion of Joby operations
- Cessation of FORA and funding thru FORA of blight removal \$\$
- Gain of momentum against CalAm groundwater extraction wells
- Passage Nov. 2018 of 3 voter initiatives to legalize cannabis and bring in over \$2M per year

- Approval of 94-unit hotel and Fire Dept. resources: four new firefighter positions and 1 new engine
- A road plan for paving
- Creating an emergency fund
- Fully staffed police department but if essential positions aren't filled upon retirement, leaving, etc. this will be short-lived
- Succession planning and personnel development of police personnel
- Closure of FORA
- Cease and desist order against Cemex and the ending of mining operations
- Campaign finance reform
- Zoning ordinance reformat
- Changing the CalAM focus from Marina vs. the Peninsula cities into a regional focus and recognition of the need for a water supply project that is just and equitable for Marina *and* our Peninsula neighbors
- Changing the perspective to one in which the City of Marina is recognized as a leader and significantly influential in our region
- Return of autonomy of governance with termination of FORA
- Secure funding for removal of stockade and funding for removal of blight which is within Marina's control as to how to structure
- Shutting down of FORA
- Building a solid foundation of economic & environmental (in)justice in fight w CalAm
- Downtown vitalization plan, Climate Change Planned Retreat Plan established
- Strengthening Police & Fire Depts
- Road Improvements
- Passage of Measures N, P and V providing direly needed revenues
- Implementation of street maintenance and improvement plan
- COVID-19 response with food distribution, rental and business assistance
- City staff greatest asset
- Financial stability & reserves of city
- City owned land to develop
- Closure of FORA
- Planning for some major City parks—Seahaven, Dune City, the Equestrian Center and Glorya Jean Tate
- Issued the RFP for the equestrian program concessionaire
- Formation and defense of our groundwater sustainability agency
- Begun to have a strategy to identify the source of odors coming into town
- Utilizing technology to for public participation and information—Zoom meetings, the website (e.g., Recreation Department weekly activities)
- Have a business and resident Covid Loan Program
- Created a first focus with funding to study systemic racism

- Took the Martin Luther King, Jr. art piece out of the mothballs and have it ready to be installed
- Increased street maintenance funds from \$300,000 per year to \$2.6 million per year
- Our staff does a fantastic job with the resources we have
- We have a Police Chief videographer

WHAT ARE THE CITY OF MARINA'S CURRENT INTERNAL WEAKNESSES/ CHALLENGES?

Brainstormed List of Perceptions:

- Everything being a priority/shifting expectation
- Absence of positive group norms
- Need for input from all citizens, not just the loudest and most vocal
- Need for policy/process procedures
- Insufficient staff resources (given # of priorities)
- Limited capacity to respond to external threats
- Unable to say "NO"
- Aging facilities
- Not enough staff to do important work (PR for business development/grant writing/big project planning and execution/General Plan update, etc.)
- Lack of focus on developing an external and internal customer service culture
- Systemic racism impacts on leadership, staff, governmental boards/council/commissions which translate to missed opportunities for high powered teams
- Sporadic and lack of concerted focus on and development of new sources of city revenues.
- Positions left vacant for too long – HR Director as an example
- Employee recognition program and/or education reimbursement/assistance program
- Finding the right controls, leveraging savings, sharing the use of Citywide for items like contract, lease and grant management and 3rd party software use while keeping the decentralized departments processes intact
- The lack of a 2nd fully staffed Fire engine company
- The lack of a Fire Marshal
- The lack of a Fire Truck needed for large/tall buildings
- City Facility's such as Civic Center and Fire Stations in a location to serve the public
- Multiple retirements/personal change without succession planning
- Budget
- Cal Am threat
- Workload pressure
- Staffing
- Lack of staff to meet state mandated obligations & responsibilities
- Too many competing priorities to be successful
- Council Division

- Lack of time for adequate ongoing staff development and trainings
- Poor campaign finance ordinance and potential animosity between City Council members
- Potential for CM and Dept. heads to not be on the same page or have Dept. accountability
- Inadequate work buildings (planning dept, city hall, police dept, Fire Dept Station 2)
- Insufficient staff and City Council fiscal policy to support more staff
- Accountability at all levels
- Deep distrust among the city council members
- Perceived favoritism of certain businesses due to who they know
- Not considering furloughs in order to maintain personnel numbers, and not filling essential positions
- Clearly articulated duties and responsibilities as to priorities
- Abuse of city staff time by council
- Staffing and training
- Lack of openness and transparency, political games
- Inability to get city work done in a timely manner--we are always putting our finger in the dike
- Unsure why department heads do not engender a feeling of job satisfaction and enthusiasm.
- City Contracts with developers and others need to be written with better clarity and enforcement terms
- Inability to follow proper procedures/protocols/policies
- Lack of follow-through on projects, lack of proper or transparent project timeline planning
- Lack of accountability
- No priorities or long-term planning and focus on vision or goals
- Inconsistent and sometimes opposing information being shared with different councilmembers
- Lack of staff capacity
- Too many priorities
- Self-serving/out of touch/micromanaged/not listening to commissions decisions by council members
- Succession planning – many retirements looming, how to prepare and fill with eye on reflecting the diversity of Marina
- Too many service demands for a lean staff
- Inefficient Council meetings
- Public comments out of control
- Public relations, social media, communications outreach to public
- Not updating our City ordinances—still operating off of 1976 standards
- Inadequate cell phone and WiFi coverage
- Lack of update of the General Plan
- Our street maintenance program lacks fairness
- Police personnel have not been increased since the cutbacks in 2008

- Inadequate communication to and from our constituents, especially marginalized and communities of color
- We don't make enough use of social workers for non-violent or mental health dispatch calls
- We aren't working enough with our business community (e.g., the Chamber) for items like promoting our City and addressing the business license fee
- Lack of equal treatment of Councilmembers
- Bathrooms at our facilities are not open enough hours and some of them are not good quality
- Technological communication with our residents is lacking
- Lack of benchmarking of accomplishments—no accountability for the public or Council of whether we met our benchmarks and priorities
- Lack of an audit calendar yearly for the City
- Could be doing a better job of managing our housing responsibilities and addressing needs of the homeless—no one is directly charged with overseeing these issues
- Lack of consistent and timely responses to the COVID situation—we don't even get to those issues at each meeting, so sometimes a full month passes before we address those issues
- Haven't addressed the problems related to districting and redistricting—will be a major time sink
- Haven't done a good job planning for an airport business park or a Cypress Knolls residential development
- Have very little to no code enforcement capabilities
- Lack of good follow through on our goals or projects—we aren't consistent with sticking to those goals—we get off track from sticking to our goals
- Lack of concerted effort to always be planning for additional revenue generation opportunities for the City rather than only continual expense control
- The public doesn't have enough awareness of how to file complaints or speak to people in charge of different issues—unclear what is the process for people to share concerns—lack of communication
- Too little attention to City-owned sidewalk trip hazards and poor communication with property owners to fix their sidewalk trip hazards
- Lack of organization-wide customer service excellence for internal and external customers
- We don't have an adequate tree maintenance and tree removal policy
- We don't have enough trees, especially our native oak tree
- Continued skeletal staffing precluding progress on many projects
- Unwillingness to use unallocated funds will preclude progress on priority projects

WHAT ARE THE EXTERNAL FACTORS/TRENDS THAT WILL/MIGHT HAVE A POSITIVE IMPACT ON THE CITY OF MARINA IN THE NEXT TWO YEARS?

Brainstormed List of Perceptions:

- Technological advances in transportation and Joby's interest in the community
- Emphasis on social justice
- Post-COVID world
- Room to grow as a city
- Economic recovery after pandemic?
- Retaining staff during the pandemic economy
- Development of new parks
- More demands for and legislative attention to development of affordable homes
- More focus on sustainable and energy alternatives nationwide
- National, state, and local focus on diversity, equity and inclusion
- Advancement and greater reliance on technology for business, education, social networking
- Cannabis Tax will be coming in
- STR TOT may start picking up after COVID-19
- FORA sunset
- Passing vote to continue to protect the urban growth boundary
- Census 2020 results
- Joby Aviation
- The new hotel's being built
- Blight removal
- New home sales
- Development Ongoing
- Cal Am Defeat
- Marina Community ongoing support
- Marina is desirable for new home buyers
- Big box retailers doing good through COVID crisis
- Strong housing market
- Desirable place to visit keeping hotels doing well
- City Council response to COVID to financially help downtown businesses and residents
- New Development: Launch of The Dunes Phase 2 and \$7M+ sales revenue to City, Approval of new hotel on CEDEC hill, Walmart field development, long-term retention of JOBY, and planning launch for Cypress Knolls, planning launch for Airport Biz Park
- Adequate \$\$ to invest in new staff to produce economic gain (e.g. planning needs, Del Monte extension, Del Monte median improvement Dunes Phase 2, Cypress Knolls, Airport Biz Park)
- Redraw voter district boundaries and improve campaign finance ordinance
- Covid-19 recovery may occur faster

- Council learns to develop business opportunities in the city and not create roadblocks for new development based on personal preference
- Drone use to act as a force multiplier for public safety
- Improving economic conditions due to medical advances
- An increase engagement by the public in city matters
- New technology that increases access and communication
- Renewed pride in our city
- Demand for housing→ Marina growing housing developments
- Growth in Tech
- Greater awareness of health improvement by being in natural environmental
- New President
- Job Aviation – economic, job prospects
- Recreational opportunities – Tatums’s Garden, Pump Track, Developer paid park
- New representation
- Development of City Parks (Dunes, Tate, Sea Haven, Equestrian Center Parks and Aquatic Sports Center)
- Blight removal
- Job Aviation
- Dunes Promenade and Hotels
- Annexation of CSUMB housing area and Imjin Parkway landfill and business corridor
- Annexation of East Garrison
- Strong presence of Santa and Mrs. Claus here in Marina
- Ability to join or leverage State, regional and local efforts to bring high speed Internet to residents
- Strength of our nonprofits and our faith community in Marina—able to leverage those relationships to improve many things
- Robust interest by developers for passive home and sustainable development at Cypress Knolls and Downtown Marina

WHAT ARE THE EXTERNAL FACTORS/TRENDS THAT WILL/MIGHT HAVE A NEGATIVE IMPACT ON THE CITY OF MARINA IN THE NEXT TWO YEARS?

Brainstormed List of Perceptions:

- High cost of housing/Homelessness
- Post-COVID world
- Politics vs. good of the people
- Water resource threats
- Solid waste regulation (organics diversion)
- CEQA development mitigation requirements
- Pace of development beyond staffing resources

- Covid-19 surge causing slower economic recovery with continued high unemployment and business failures
- Housing shortage with rising costs of home ownership and rents
- Degradation of infrastructure requiring repair/financing
- Pressures from developers to build homes that outpace the availability of local jobs and defocus from core downtown vitalization
- Continuous COVID-19 impacts to sales tax and TOT
- Continuous COVID-19 impacts to residents trying to maintain housing
- Continuous COVID-19 impacts to local businesses
- Additional unfunded pension liability due to COVID-19
- Economic down turns
- Water needs/Cal Am
- Homelessness Population
- Unemployment rate
- COVID
- Development slow down
- Budget
- Staffing
- Impacts of COVID crisis on local business and City revenues
- Health crisis of COVID on City officials, staff and residents
- Growth outpacing City ability to maintain new facilities or staff programs
- New State unfunded mandates
- If 2nd 1/2 2021 remains financially weak due to COVID
- If City doesn't tangibly improve downtown
- If City loses theater and some big boxes
- If Dunes plan for Phase 2 and 3 and if JOBY fails
- Non funded legislative requirements of the police
- Continued deep distrust of council members
- Lack of development due to self-imposed rules
- Failure to fill essential positions due to budgetary issues
- Failure to invest in the people who work for the city by developing them
- Loss of personal income due to pandemic, loss of opportunities
- Political focus on city issues instead of "what's needed"
- Loss of tax revenues, special talent leaving the area due to job loss
- Cal-Am desalination project
- Infighting of council
- COVID-19
- Climate Change/increase sea rising
- COVID
- Water Security

- Decline in Travel/Tourism
- Housing affordability
- COVID-19 economic hit
- Desalination water fight
- Lack of access to technology/digital divide
- COVID impact
- CalAm Desal – \$4 million-plus spent protecting ground assets and coast and erosion.
- Remaining blight
- City facilities – Condition
- Difficulty in creating Citywide parking standards for new developments
- Outside developers can build without knowing our vision--lack of standards and guidelines for outside developers
- Outside interest groups pushing their agenda
- State Legislature keeps barraging us with new laws (e.g., this year's RHNA's numbers, the Streamlining Act)
- Challenge of understanding new laws from the State Legislature—poorly written

BRAINSTORMED CORE VALUES

- Accountability
- Trust
- Diversity and inclusion
- Transparency of the process
- Respect for differences
- Professionalism
- Equity
- Fiscal responsibility
- Trustworthiness
- Liability
- Consistency
- Friendly and welcoming
- Honesty and integrity
- Strong work ethic
- Collaboration
- Initiative
- Balance
- Volunteerism
- Creativity
- Fairness
- Maximum participation
- Enthusiasm
- Decisiveness
- Openness and accessibility
- Care and compassion
- Quality of residential life
- Sustainability
- Cooperation
- Appreciation
- Pride
- Teamwork

BRAINSTORMED GOALS

- Remove blight
- Establish better communication with the public
- Increase staff/consulting capacity for projects completion
- Promote fiscal responsibility
- Implement succession planning
- Grow Marina's economic viability and diversity of industry
- Finish staffing Station 2 for the Fire Department
- Begin General Plan update
- Increase staff acknowledgement programs
- Improve and maintain City facilities and infrastructure, including IT
- Study and implement initiatives to eliminate systemic racism
- Complete the Downtown Specific Plan and begin implementation
- Enhance community aesthetics
- Promote community safety, walkability and well being
- Optimize staffing levels for effectiveness and efficiency
- Establish a diversified, affordable housing stock
- Enhance economic development
- Launch a planning effort at Cypress Knolls for a sustainable community
- Break up Cypress Knolls into smaller project areas
- Develop Cypress Knolls in different phases
- Establish broadband Internet connections for residents' access
- Support and shepherd optimized recreation opportunities, including parks, equestrian center, facilities and programs
- Complete annexation of CSUMB housing
- Improve the condition of the City's streets
- Attract, develop and retain quality staff
- Develop a Street Tree Master Plan
- Establish and implement a specific Covid-19 Plan for residents and businesses
- Complete a citywide parking study for new development
- Provide some opportunity for failing streets to be repaired in the near term
- Become a compassionate city
- Specify and purchase a fire truck
- Increase fire safety inspections within businesses

NEXT STEPS/FOLLOW-UP PROCESS

WHEN	WHO	WHAT
December 11, 2020	Layne Long	Distribute the retreat record to workshop participants.
Within 48 hours of receipt	All participants	Read the retreat record.
At the December 15, 2020 City Council meeting	City Council	Present the draft Strategic Plan to the public.
By December 16, 2020	Executive Team members	Share and discuss the Strategic Plan with staff “face to face”.
December 16, 2020	Matt Mogensen	Post the City’s Strengths, Core Values, Two-Year Goals and Six-Month Objectives on the City’s website.
January 12, 2021	Executive Team (Layne Long-lead)	Review the “Internal Weaknesses/Challenges” list for possible action items.
Monthly (with input from plan objective leads by the 22 nd of each month)	Executive Team (Layne Long-lead)	Monitor progress on the goals and objectives and revise objectives (add, amend and/or delete), as needed.
Monthly	Layne Long	Prepare and distribute the Strategic Plan Update to participants and post on the City’s website.
June 8, 2021	Strategic Planning Group	Strategic Planning Retreat for a more thorough assessment of progress on the goals and objectives. Develop objectives for the next six months.

STRATEGIC PLANNING ELEMENTS

“SWOT” ANALYSIS

Assess the organization's:

- Internal **S**trengths - Internal **W**eaknesses
- External **O**pportunities - External **T**hreats

MISSION/PURPOSE STATEMENT

States WHY the organization exists and WHOM it serves

VISION STATEMENT

A vivid, descriptive image of the future—what the organization will BECOME

CORE VALUES

What the organization values, recognizes and rewards—strongly held beliefs that are freely chosen, publicly affirmed, and acted upon with consistency and repetition

THREE YEAR GOALS

WHAT the organization needs to accomplish (consistent with the Mission and moving the organization towards its Vision) – usually limited to 4 or 5 key areas

THREE YEAR KEY PERFORMANCE MEASURES

WHAT success will look like when the goal is achieved

SIX MONTH STRATEGIC OBJECTIVES

HOW the Goals will be addressed: By when, who is accountable to do what for each of the Goals

FOLLOW-UP PROCESS

Regular, timely monitoring of progress on the goals and objectives; includes setting new objectives every six months

CITY OF MARINA
SIX-MONTH STRATEGIC OBJECTIVES
December 10, 2020 – June 1, 2021

TWO-YEAR GOAL: <i>Remove blight</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By February 15, 2021	Public Works Director, with input from residents	Bring to the City Council a priority system identifying blighted areas.				
2. At a March 2021 City Council study session	Public Works Director, with input from residents, Councilmembers and staff	Gather input on developing a priority ranking system of blighted projects.				
3. By June 1, 2021	Public Works Director, working with the Finance Director	Present to the City Council for consideration blight removal projects with plan and funding established.				

TWO-YEAR GOAL: <i>Increase staff/consulting capacity for projects completion, effectiveness and efficiency</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By March 15, 2021	Each Department Director	Transmit a summary report documenting baseline programs, and baseline staffing needs and identifying outside consultant needs and present to the Assistant City Manager.				
2. By May 15, 2021	Assistant City Manager	Deliver a report documenting baseline programs, baseline staffing needs and identifying outside consultant needs of the City of Marina to the City Manager.				
3. By June 15, 2021	City Manager	Deliver the final report concerning staffing and consulting recommendations to the City Council.				

TWO-YEAR GOAL: <i>Improve and maintain City facilities and infrastructure, including IT</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By March 1, 2021	Public Works Director	Conduct a public outreach program for the pump track design for the Glorya Tate Park.				
2. By April 1, 2021	Public Works Director	Secure funding for the Imjin Parkway Widening Project.				
3. By June 1, 2021	Public Works Director	Present a method for receiving and funding the requests for infrastructure repairs received from residents and others (including the funding needed for IT programming and the repairs).				

TWO-YEAR GOAL: <i>Determine how to implement the development of Cypress Knolls</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By March 15, 2021	Community Development Director	Define personnel needs for internal staffing, consulting and support staff, and estimates for funding for the Cypress Knolls project.				
2. By June 15, 2021	Community Development Director	Hire a project manager for the Cypress Knolls project.				

TWO-YEAR GOAL: <i>Enhance economic development</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By June 1, 2021	Public Works Director	Review submitted RFPs for the equestrian center and take recommended concessionaire to the City Council for consideration.				
2. By May 1, 2021	City Manager, working with LAFCO and CSUMB	Establish criteria and timeline to move forward with potential annexation of landfill and border landfill, CSUMB, and East Garrison.				
FUTURE: By _____	Planning Director	Complete the implementation and infrastructure chapters and CEQA review of the Downtown Revitalization Plan and present to the Planning Commission.				

December 11, 2020

Item No. **11h**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 15, 2020

REQUEST:

It is requested that the City Council consider:

1. Placing on a future agenda for discussion the possibility of the City of Marina giving grants to Marina businesses rather than the current loan program to assist them in dealing with the impacts from COVID-19.
2. Provide staff with any further direction in the matter.

BACKGROUND:

This is a request put forward by Mayor Pro Tem Biala.