



AMENDED

AGENDA

Wednesday, July 6, 2022

5:00 P.M. Closed Session

6:30 P.M. Open Session

REGULAR MEETING

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

Council Chambers
211 Hillcrest Avenue
Marina, California

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

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

In accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2022-78, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of May 31, 2022, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). This meeting is being broadcast “live” on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

PARTICIPATION

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

AGENDA MATERIALS

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

VISION STATEMENT

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

MISSION STATEMENT

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

1. CALL TO ORDER



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

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

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

- a. Conference with Legal Counsel – Potential litigation, exposure to litigation per: “Conference with Legal Counsel – anticipated litigation, significant exposure to litigation pursuant to paragraph (2)(d) of CA Govt. Code sec. 54956.9 – Four potential cases

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:

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 100165-100267; and EFT's, totaling \$731,366.65
 - b. MINUTES: None
 - c. CLAIMS AGAINST THE CITY:
 - (1) City Council Rejection of Claim - staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Jennifer Geertsen for a claim received on June 22, 2022.
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS:
 - (1) City Council consider adopting Resolution No. 2022-, confirming levy of the special tax for the City of Marina Community Facilities District No. 2015-1 (The Dunes) for fiscal year 2021-22 as authorized by Ordinance No. 2015-03; and Resolution No. 2022-, certifying City of Marina compliance with State Law (Proposition 218) with respect to a special tax for the City of Marina Community Facilities District No. 2015-1 as authorized by Ordinance No. 2015-03 for fiscal year 2021-22.
 - (2) City Council consider adopting Resolution No. 2022-, approving the appointment of Council Member _____, as an alternate to the Monterey County Airport Land Use Commission (ALUC).
 - g. APPROVAL OF AGREEMENTS:
 - (1) City Council consider adopting Resolution No. 2022-, Resolution 2022- authorizing the City Manager, or his designee, to enter into a Standard Voluntary Agreement (SVA) with the California Department of Toxic Substance Control (DTSC) and pay associated fees for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project.

- (2) City Council consider adopting Resolution No. 2022-, approving professional services agreements between the City of Marina and BKF Engineers for program management services and on-call design services; and; approving a professional services agreement between the City of Marina and Ghirardelli Associates for on-call construction management and construction inspection services for the pavement resurfacing and rehabilitation program, and; authorizing the City Manager to execute the agreements on behalf of the City subject to final review and approval by the City Attorney.

- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE): None
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING): None
- m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS:

- a. City Council open public hearing, taking testimony from the public and consider reading by title only and waive further reading and approve Ordinance 2022-, approving Amendments to Title 17 of the Municipal Code by adding Sections 17.45; and Ordinance 2022- 17.49 pertaining to Reasonable Accommodation for Persons with Disabilities and Low-Barrier Navigation Centers, respectively.

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

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

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

- a. City Council consider adopting Resolution No. 2022-, memorializing adjustments previously approved to the City's Salary Schedule and Compensation Plan for Marina Directors and receiving an oral report on the changes.
- b. City Council receive presentation on the long-term vision and fiscal sustainability, hangar and infrastructure needs and solutions, and potential financial support from the Military Assistance Program for the Marina Municipal Airport. ***Continued from June 7, 2022.***
- c. City Council continue discussion from April 19, 2022, City Council meeting regarding unmet community facilities, infrastructure, public safety & staffing needs and possible funding options and strategies to address these needs and provide direction to city staff.

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, July 1, 2022.

ANITA SHARP, DEPUTY CITY CLERK

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

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

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

Supplemental materials received after the close of the final agenda and through noon on the day of the scheduled meeting will be available for public review 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 2022 Meetings of the City Council, Airport
Commission, Marina Abrams B Non-Profit Corporation, Preston
Park Sustainable Community Nonprofit Corporation, Successor
Agency of the Former Redevelopment Agency and Marina
Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, August 2, 2022 (Cancelled)
Rescheduled to Wednesday, August 3, 2022

***Wednesday, September 7, 2022**

****Thursday, October 6, 2022**
 Tuesday, October 18, 2022

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

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

* Regular Meeting rescheduled due to Monday Holiday

** Regular Meeting rescheduled due to Religious Holiday

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

C I T Y H A L L 2 0 2 2 H O L I D A Y S
(City Hall Closed)

Labor Day -----Monday, September 5, 2022
 Veterans Day -----Friday, November 11, 2022
 Thanksgiving Day -----Thursday, November 24, 2022
 Thanksgiving Break -----Friday, November 25, 2022
 Winter Break -----Friday, December 23, 2022-Friday, December 30, 2022

2022 COMMISSION DATES

Upcoming 2022 Meetings of 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

July 20, 2022
 August 17, 2022

September 21, 2022
 October 19, 2022

November 16, 2022
 December 21, 2022

Upcoming 2022 Meetings of Economic Development Commission 3rd Thursday of every month. Meetings are held at the Council Chambers at 4:00 P.M.
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July 21, 2022
 August 18, 2022

September 15, 2022
 October 20, 2022

November 17, 2022
 December 15, 2022 (Cancelled)

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

July 14, 2022
 July 28, 2022

August 8, 2022
 August 22, 2022
 September 8, 2022
 September 22, 2022

October 13, 2022
 October 27, 2022
 November 10, 2022
 December 18, 2022

Upcoming 2022 Meetings of Public Works Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

July 21, 2022
August 18, 2022

September 15, 2022
October 20, 2022

November 17, 2022
December 15, 2022

**Upcoming 2022 Meetings of Recreation &
Cultural Services Commission**
1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

September 1, 2022

December 1, 2022

Upcoming 2022 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.

July 13, 2022

October 12, 2022

AP Check Register 06.24.2022

Bank Account: 905 - Chase - Checking

Batch Date: 06/24/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	06/24/2022	100165	Accounts Payable	Access Monterey Peninsula		30,375.32
	Invoice		Date	Description		Amount
	03-31-22		06/20/2022	PEG QTR 3		30,375.32
Check	06/24/2022	100166	Accounts Payable	Ace Hardware		23.83
	Invoice		Date	Description		Amount
	082319		06/19/2022	Engine wax and ladder brackets		23.83
Check	06/24/2022	100167	Accounts Payable	Ace Hardware		477.92
	Invoice		Date	Description		Amount
	082252		06/13/2022	Sports Center		10.36
	082254		06/13/2022	Shop Supplies		17.46
	082300		06/16/2022	Key and Split Key Rings		36.58
	082303		06/17/2022	City Hall Parking Lot Spray		124.68
	082304		06/17/2022	Parking Lot		10.03
	082309		06/17/2022	PD Parking Lot		71.35
	082184		06/06/2022	Shop Supplies		15.25
	082102		05/26/2022	Tools		34.95
	082283		06/15/2022	Building Keys		6.10
	082210		06/08/2022	Boiler Removal		40.38
	082324		06/20/2022	Locke Paddon Park		20.20
	082327		06/20/2022	Shop Supplies		17.46
	082332		06/21/2022	PD Parking Lot		32.74
	082334		06/21/2022	PD parking Lot		32.74
	082335		06/21/2022	PD Parking Lot		7.64
Check	06/24/2022	100168	Accounts Payable	WorleyParsons Group Inc.		3,375.00
	Invoice		Date	Description		Amount
	371867		05/18/2022	Professional Services - MPWSP - April 2022		3,375.00
Check	06/24/2022	100169	Accounts Payable	Allstar Fire Equipment Inc.		2,650.96
	Invoice		Date	Description		Amount
	240146		05/31/2022	Streamlight Portable Scene Light		2,650.96
Check	06/24/2022	100170	Accounts Payable	Andersen's Lock & Safe, Inc.		341.80

Marina, CA LIVE

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	42714		06/15/2022	PD Lobby Bathroom		341.80
	06/24/2022	100171	Accounts Payable	Applied Best Practices		600.00
Check	Invoice			Description		Amount
	26977		06/09/2022	Applied Best Practice AB16278b		600.00
	06/24/2022	100172	Accounts Payable	AT & T		439.45
Check	Invoice			Description		Amount
	05-27-22		05/27/2022	Acct 1499151548 - May 2022		198.02
	06-13-2022		06/13/2022	AT&T 831-582-9957		241.43
Check	Invoice			Description		Amount
	06/24/2022	100173	Accounts Payable	AT & T		424.03
Check	Invoice			Description		Amount
	435-\$184.16		06/15/2022	CALNET3-9391023435 (237-267-6922)		184.16
	436-\$70.54		06/15/2022	CALNET3-9391023436 (239-461-6578)		70.54
Check	Invoice			Description		Amount
	482-\$22.43		06/15/2022	CALNET3-9391023482 (884-0985)		22.43
	485-\$21.97		06/15/2022	CALNET3-9391023485 (884-2573)		21.97
Check	Invoice			Description		Amount
	490-\$41.50		06/15/2022	CALNET3-9391023490 (884-9568)		41.50
	491-\$83.43		06/15/2022	CALNET3-9391023491 (884-9654)		83.43
Check	Invoice			Description		Amount
	06/24/2022	100174	Accounts Payable	Bear Electrical Solutions, Inc.		2,340.00
	15816		05/28/2022	Traffic Signal Maintenance		250.00
Check	Invoice			Description		Amount
	15815		05/28/2022	Traffic Signal Maintenance-Response		2,090.00
	06/24/2022	100175	Accounts Payable	Bound Tree Medical		2,530.18
Check	Invoice			Description		Amount
	64176475		06/28/2021	Medical Supplies		211.78
	84558110		06/10/2022	Stifneck Carrying Bag		32.76
Check	Invoice			Description		Amount
	84560342		06/13/2022	Medical Supplies		2,285.64
	06/24/2022	100176	Accounts Payable	Branch's Janitorial		2,059.47
Check	Invoice			Description		Amount
	228402		05/23/2022	Custodial Services for May 2022		2,059.47
	06/24/2022	100177	Accounts Payable	Carmel Fire Protection Associates		1,300.00

Marina, CA LIVE

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	122242			06/12/2022 Plan Review Only - Promenade Plan 5, 11th Avenue		100.00
	122241			06/12/2022 Plan Review Only - Promenade Plan 4, 11th Avenue		100.00
	122240			06/12/2022 Plan Review Only - Promenade Plan 3, 11th Avenue		100.00
	122239			06/12/2022 Plan Review Only - Promenade Plan 2, 11th Avenue		100.00
	122238			06/12/2022 Plan Review Only - Promenade Plan 1, 11th Avenue		100.00
	122246			06/16/2022 Plan review and inspection 3044 Vaughn Ave		200.00
	122249			06/18/2022 Plan check and inspection at 100 Gen Stillwell, Cinemark CO2		200.00
	122237			06/13/2022 Plan review and inspection at 3200-C Imjin, Joby Paint Booth		200.00
	122245			06/16/2022 Plan review and inspection at Quick Quack, 160 Beach Road		200.00
Check	06/24/2022	100178	Accounts Payable	Carmel Roasters, Inc.		349.60
	Invoice			Description		Amount
	64192			06/15/2022 FD Coffee - 4 boxes		349.60
Check	06/24/2022	100179	Accounts Payable	Cheryl Kent		1,680.00
	Invoice			Description		Amount
	2022-75			06/10/2022 Code Enforcement Investigations		900.00
	2022-80			06/17/2022 Code Enforcement Investigations		780.00
Check	06/24/2022	100180	Accounts Payable	Cintas Corporation		153.60
	Invoice			Description		Amount
	4117991897			04/29/2022 Mat Service-Police/Fire 04/29/22		84.30
	4122144048			06/10/2022 Mat Service-Police/Fire 06/10/22		69.30
Check	06/24/2022	100181	Accounts Payable	Comcast		256.91
	Invoice			Description		Amount
	05-26-22			05/26/2022 Cable Service Police & Fire 06/04/22 to 07/03/22		69.70
	05-14-22			05/14/2022 Teen Center Cable Fees		187.21
Check	06/24/2022	100182	Accounts Payable	CSG Consultants		103,629.00
	Invoice			Description		Amount
	43643			05/13/2022 Building Inspections		16,146.00
	44218			06/10/2022 Landscape Maintenance District FY 20-23		165.00
	44219			06/10/2022 Landscape Maintenance Districts FY 20-23		1,671.00
	44220			06/10/2022 Landscape Maintenance Districts FY 20-23		165.00

Marina, CA LIVE

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	44221		06/10/2022	Landscape Maintenance Districts FY 20-23		165.00
	44222		06/10/2022	Landscape Maintenance Districts FY 20-23		330.00
	44224		06/10/2022	Imjin Widening (#401)		1,155.00
	44225		06/10/2022	Local Roadway Safety Plan		495.00
	44226		06/10/2022	Duplex Housing Renovation		165.00
	44227		06/10/2022	PFIF Update		165.00
	44229		06/10/2022	Staff Augmentation		2,805.00
	44230		06/10/2022	RWQCB		660.00
	44231		06/10/2022	TAMC		990.00
	44232		06/10/2022	Phase 3 Map/Plan Review		4,125.00
	44233		06/10/2022	Sea Haven Phase 3A Inspection		3,354.00
	44234		06/10/2022	Sea Haven Phase 5A Inspection		165.00
	44235		06/10/2022	Marina Station		165.00
	44236		06/10/2022	Dunes Phase 2 East		846.00
	44237		06/10/2022	Dunes Phase 2 West		681.00
	44238		06/10/2022	Dunes Op Site 1A		165.00
	44239		06/10/2022	Dunes Phase 3 West		2,805.00
	44240		06/10/2022	Hampton Inn (120 Reservation Road)		1,269.00
	44241		06/10/2022	Sea Haven Inspection Phase 3B		645.00
	44242		06/10/2022	Sea Haven Phase 4 Map/Plan review		5,780.00
	44243		06/10/2022	Seascree Apartments 3108 Seacrest Ave		165.00
	44223		06/10/2022	CSG Eng: (APR 1801) Annual Sts Resurfacing (FY 20-23)		14,220.00
	44228		06/10/2022	Permits/Development		18,004.00
	44244		06/10/2022	Dunes Phase 1B Promenade		9,170.00
	44245		06/10/2022	Via Del Mar Subdivision (3320 Abdy Way)		4,966.50
	44246		06/10/2022	Sea Haven Phase 4 Rough Grading		6,901.50
	44247		06/10/2022	Home2 Suites By Hilton		3,225.00
	44126		06/10/2022	Inspections by Eric Rodewald, CSG		1,900.00
Check	06/24/2022	100183	Accounts Payable	Cypress Coast Ford Lincoln		486.57
	Invoice		Date	Description		Amount
	365223		05/25/2022	City Fleet		486.57
Check	06/24/2022	100184	Accounts Payable	Dave's Repair Service		90.00
	Invoice		Date	Description		Amount

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	33960		06/03/2022	Tank Testing		90.00
	06/24/2022	100185	Accounts Payable	Denise Duffy & Associates		55,778.33
	Invoice		Date	Description		Amount
	8044		06/10/2022	Environmental Services at Old Fire Station for Owls		3,859.03
	7430		02/11/2022	Del Monte Blvd Extension		28,689.30
Check	8056		06/20/2022	Incidental Take Permit - Tasks 2 & 3		6,795.50
	8057		06/20/2022	Fort Ord Habitat Management Plan - Tasks 2.3; 3.1 & 3.2		16,434.50
	06/24/2022	100186	Accounts Payable	Don Chapin Company, Inc.		2,027.44
	Invoice		Date	Description		Amount
	66675		02/20/2022	Gutter & Curb Michael & Zanetta Dr		2,027.44
Check	06/24/2022	100187	Accounts Payable	Fastenal Company		660.48
	Invoice		Date	Description		Amount
Check	CASAL152775		05/23/2022	Fuel for Landscaping		660.48
	06/24/2022	100188	Accounts Payable	Fox Welding Metal Fabricators		275.00
	Invoice		Date	Description		Amount
Check	2371		06/16/2022	Shop Repairs to Mower Wheel		275.00
	06/24/2022	100189	Accounts Payable	Gavilan Pest Control		82.00
	Invoice		Date	Description		Amount
Check	0146576		06/02/2022	Rodent Control		82.00
	06/24/2022	100190	Accounts Payable	George T. Powell		1,200.00
	Invoice		Date	Description		Amount
Check	06012022		06/01/2022	Parking Rental Fees		1,200.00
	06/24/2022	100191	Accounts Payable	Home Depot Credit Service		556.02
	Invoice		Date	Description		Amount
Check	06-17-22		06/17/2022	Tools		556.02
	06/24/2022	100192	Accounts Payable	Janice Griffin		350.00
	Invoice		Date	Description		Amount
Check	06-01-22		06/01/2022	Youth Center Event		350.00
	06/24/2022	100193	Accounts Payable	Jeff Katz Architectural Corp.		4,288.75

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AP Check Register 06.24.2022

Bank Account: 905 - Chase - Checking

Batch Date: 06/24/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						
Check	21094		05/31/2022	Aquatic and Sports Center Design Phase		Amount
	06/24/2022	100194	Accounts Payable	Kelly-Moore Paint Co.,Inc		4,288.75
Invoice						
Check	802-00000828227		06/13/2022	Paint Handicap Stalls		Amount
	06/24/2022	100195	Accounts Payable	Kimley-Horn & Associates		318.93
Invoice						
Check	21616250		05/31/2022	LRSP		Amount
	06/24/2022	100196	Accounts Payable	L.N. Curtis & Sons		7,823.00
Invoice						
Check	INV601348		05/31/2022	SCBA Charging Station Kit		Amount
	CM27851		07/30/2021	(CREDIT) - Replacement Ractchet Suspension		914.42
Check	CM25190		01/19/2021	(CREDIT) - Tactical Rigger Belt		(58.50)
	06/24/2022	100197	Accounts Payable	Language Line, LLC		(240.35)
Invoice						
Check	10545637		05/31/2022	Acct 9020101064 - May 2022		Amount
	06/24/2022	100198	Accounts Payable	Lighthouse Uniform Co.		214.19
Invoice						
Check	A-306708		06/16/2022	Class A Uniforms for Fire Dept Staff		Amount
	06/24/2022	100199	Accounts Payable	Marina Coast Water District		8,386.55
Invoice						
Check	000056043 053122		05/31/2022	761 Neeson Road/Airport		Amount
	000056044 053122		05/31/2022	781 Neeson Road/Airport		193.30
Check	000056049 053122		05/31/2022	Imjin Rd (Irrigation/Backflow Accs)		155.54
	000056051 053122		05/31/2022	721 Neeson Road/Airport		194.62
Check	000056092 053122		05/31/2022	741 Neeson Road/Airport		193.30
	000056096 053122		05/31/2022	3271 Imjin Road/Airport		1,156.70
Check	000056097 053122		05/31/2022	3200 Imjin Road/Airport		107.88
	000056041 053122		05/31/2022	Water Bill - Usage at Station 2 - 3260 Imjin Road		467.25
Check	014874000 053122		05/31/2022	Acct 014874000 - May 22		276.90
						324.84

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AP Check Register 06.24.2022

Bank Account: 905 - Chase - Checking
Batch Date: 06/24/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000056030	060922	06/09/2022	Crescent Ave/Reser Rd/Ramada Inn		36.77
	000056011	060922	06/09/2022	3254 Abdy Way (Tate Park Irrigation)		1,735.25
	000056034	060922	06/09/2022	3240 De Forest Road		408.94
	000056084	060922	06/09/2022	Crescent/Shuler/Irrigation		27.26
	000056085	060922	06/09/2022	Crescent/Whitney Irrigation		27.26
	000056008	060922	06/09/2022	Reservation & Del Monte		27.26
	000056032	060922	06/09/2022	Crescent Ave/Costa Del Mar East Side		60.52
	000056086	060922	06/09/2022	Crescent Ave/Sirena Del Mar Irrigation		27.26
	000056015	060922	06/09/2022	Corner of Cardoza & Dolphin Circle		60.52
	000056098	060922	06/09/2022	3254 Abdy Way (Tate Park Building)		50.60
	000056014	060922	06/09/2022	3200 Del Monte Blvd		1,384.92
	000056087	060922	06/09/2022	Crescent Ave/Costa Del Mar Irrigation		27.26
	06/24/2022	100200	Accounts Payable	Martin's Irrigation Supply		143.53
	Invoice		Date	Description		Amount
Check	613454		06/17/2022	V.D. Park Backflow		143.53
	06/24/2022	100201	Accounts Payable	MBASIA		732.50
	Invoice		Date	Description		Amount
Check	GHC003691	Rq#2	06/20/2022	MBASIA - Claim for Payment		732.50
	06/24/2022	100202	Accounts Payable	Monterey Bay Office Products		1,243.07
	Invoice		Date	Description		Amount
Check	473338200		05/26/2022	May 2022		1,243.07
	06/24/2022	100203	Accounts Payable	Monterey Bay Systems		1,206.80
	Invoice		Date	Description		Amount
Check	426893		06/15/2022	CDD Copier Maintenance and Overage		1,206.80
	06/24/2022	100204	Accounts Payable	Monterey One Water		387.49
	Invoice		Date	Description		Amount
Check	12-000009	053122	05/31/2022	208 Palm Ave		387.49
	06/24/2022	100205	Accounts Payable	Monterey Tire Service		205.31
	Invoice		Date	Description		Amount
	1-106746		06/14/2022	15 Ford F250 Super Duty Flat Repair		26.73

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AP Check Register 06.24.2022

Bank Account: 905 - Chase - Checking
Batch Date: 06/24/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	1-106810		06/17/2022	Leads Truck Flat Repair		26.73
	1-106858		06/20/2022	PD Car 20 Dodge Durango SSV		151.85
	06/24/2022	100206	Accounts Payable	Nick R. Martinez		1,800.00
	Invoice		Date	Description		Amount
Check	M022-010		06/15/2022	Comprehensive Background Invest. - Cannabis		1,800.00
	06/24/2022	100207	Accounts Payable	My Chevrolet		757.78
	Invoice		Date	Description		Amount
Check	CVCS248717		06/03/2022	17 Chevy Caprice PD		162.00
	CVCS249265		06/15/2022	17 Chevy Caprice PD		425.78
	CVCS249149		06/17/2022	15 Chevrolet/Caprise Police 4 DR sdn		170.00
	06/24/2022	100208	Accounts Payable	MyFleetCenter - Wisconsin Quick Lube		124.54
	Invoice		Date	Description		Amount
Check	36761362		06/02/2022	21 Chevy Tahoe 820 PD		105.70
	36761999		06/13/2022	20 Dodge Durango 819		18.84
	06/24/2022	100209	Accounts Payable	Newton Bros. Tire & Auto		1,185.33
	Invoice		Date	Description		Amount
Check	433572		06/15/2022	15 Chevrolet/Caprise Police Unit 896		1,185.33
	06/24/2022	100210	Accounts Payable	Nextel Communications - Sprint		65.70
	Invoice		Date	Description		Amount
Check	866147022-237		05/22/2022	Dept Cell Phones		65.70
	06/24/2022	100211	Accounts Payable	Office Depot		64.20
	Invoice		Date	Description		Amount
Check	248743345001		06/06/2022	Office Supplies		64.20
	06/24/2022	100212	Accounts Payable	Pacific Gas & Electric		8,463.99
	Invoice		Date	Description		Amount
	451-7.JUN22		06/09/2022	3271 Imjin Road Utilities B554		243.99
	347-0.JUN22		06/09/2022	3263 Imjin Rd Bldg 519		602.61
	694-1.JUN22		06/10/2022	721 Neeson Rd Bldg 533		1,074.15
	098-7.JUN22		06/10/2022	761 Neeson Rd Bldg 524		6,031.54
	827-8 \$123.27		06/12/2022	PG&E - 0423929827-8		123.27

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AP Check Register 06.24.2022

Bank Account: 905 - Chase - Checking

Batch Date: 06/24/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	535-3 \$212.37		06/12/2022	PG&E - 6161832535-3		212.37
	851-0 JUN22		06/14/2022	PG&E - 3440977851-0		176.06
	06/24/2022	100213	Accounts Payable	Peninsula Welding & Medical Supply		449.54
	Invoice		Date	Description		Amount
Check	224534		03/03/2022	Shop Safety Supplies		78.45
	226135		04/12/2022	Airport Supplies		192.12
	227143		05/02/2022	Airport Supplies		178.97
	06/24/2022	100214	Accounts Payable	Pinnacle Healthcare		519.00
Check	Invoice		Date	Description		Amount
	360050		05/23/2022	physical		115.00
	363890		06/07/2022	Pinnacle Healthcare - Pre Emp Px		202.00
	365470		06/14/2022	Pinnacle Healthcare - Pre Emp Px		202.00
Check	06/24/2022	100215	Accounts Payable	Pure H2O		202.08
	Invoice		Date	Description		Amount
	17211		06/01/2022	Water Cooler Service Police & Fire 06/16/22		202.08
	06/24/2022	100216	Accounts Payable	Salinas Valley Ford		1,845.72
Check	Invoice		Date	Description		Amount
	90941		06/13/2022	14 Ford F150 #552 Repair		1,845.72
	06/24/2022	100217	Accounts Payable	Sierra Springs & Alhambra		96.35
	Invoice		Date	Description		Amount
Check	14225799 061322		06/13/2022	Annex - Sierra Spring - Water Svc		96.35
	06/24/2022	100218	Accounts Payable	South Coast Emergency Vehicle Service		251.31
	Invoice		Date	Description		Amount
	508494		06/13/2022	Fire Department Turn Signal		251.31
Check	06/24/2022	100219	Accounts Payable	SWCA Environmental Consultants		2,911.69
	Invoice		Date	Description		Amount
	147375		06/20/2022	SWCA-May 2022		2,911.69
	06/24/2022	100220	Accounts Payable	Verde Design, Inc.		9,668.12
Check	Invoice		Date	Description		Amount

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AP Check Register 06.24.2022

Bank Account: 905 - Chase - Checking

Batch Date: 06/24/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	18-2012501		06/07/2022	Glorya Jean Tate Park Pump, Track & Restroom Improvements		2,376.25
	1-2121700		05/02/2022	Dunes Park Rough Grading Plan & Site Survey		1,775.00
	2-2121700		06/07/2022	Dunes Park Rough Grading Plan & Site Survey		5,516.87
	06/24/2022	100221	Accounts Payable	William A. Thayer Construction, Inc		37,761.18
	Invoice		Date	Description		Amount
	2021-11-01		05/18/2022	Annex Mold Remediation Progress Billing		21,739.70
	2021-07-2		06/15/2022	Airport 533 Added Doors to 721 Neeson Rd		16,021.48
905 Chase - Checking Totals:						\$313,189.28

Checks: 57

\$313,189.28

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AP Check Register 06.24.2022.02

Bank Account: 905 - Chase - Checking

Batch Date: 06/24/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
EFT	06/24/2022	2370	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,372.50
	Invoice		Date	Description		Amount
	22-12.		06/23/2022	Services 06.06/06.16.22		3,372.50
905 Chase - Checking Totals:						\$3,372.50
EFTs:		1				

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AP Check Reg 06.30.2022

Bank Account: 905 - Chase - Checking

Batch Date: 06/30/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	06/30/2022	100222	Accounts Payable	Ace Hardware		234.38
	Invoice		Date	Description		Amount
	082342		06/21/2022	PD Parking Lot		15.27
	082336		06/21/2022	Annex Restroom		13.09
	082345		06/21/2022	Comm Center Restroom		25.12
	082326		06/20/2022	City Hall		12.00
	082347		06/22/2022	City Hall		28.38
	082361		06/23/2022	Corp Yard		10.91
	082353		06/23/2022	211 Hillcrest Ave		27.94
	082359		06/23/2022	City Hall Parking Lot		39.30
	082357		06/23/2022	City Hall Parking Lot		34.23
	082355		06/23/2022	Ron Office		8.73
	082366		06/24/2022	Shop Supplies		9.38
	082367		06/24/2022	Shop Supplies		10.03
Check	06/30/2022	100223	Accounts Payable	Moe Tavakolian		650.00
	Invoice		Date	Description		Amount
	22314		06/22/2022	Airport B533 (781 Neeson)		650.00
Check	06/30/2022	100224	Accounts Payable	WorleyParsons Group Inc.		12,503.75
	Invoice		Date	Description		Amount
	377299		06/15/2022	Professional Services - MPWSP - May 2022		12,503.75
Check	06/30/2022	100225	Accounts Payable	Andersen's Lock & Safe, Inc.		341.80
	Invoice		Date	Description		Amount
	C42714		06/15/2022	City of Marina - Locks and Maintenance		341.80
Check	06/30/2022	100226	Accounts Payable	ARC Document Solutions		282.96
	Invoice		Date	Description		Amount
	2590186		06/15/2022	ARC 06/15/22		282.96
Check	06/30/2022	100227	Accounts Payable	AT & T		210.26
	Invoice		Date	Description		Amount
	000018350751		06/15/2022	Acct 9391023478 - May 2022		43.18
	000018340639		06/13/2022	Acct 931023434 - May 2022		167.08

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AP Check Reg 06.30.2022

Bank Account: 905 - Chase - Checking

Batch Date: 06/30/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/30/2022	100228	Accounts Payable	Branch's Janitorial		5,121.35
	Invoice		Date	Description		Amount
	228418		06/23/2022	Custodial Service for June 2022		2,886.35
	228420		06/23/2022	Janitorial Service - Police/Fire/Airport June 2022		2,235.00
Check	06/30/2022	100229	Accounts Payable	Community Hospital of the Monterey Peninsula		54.00
	Invoice		Date	Description		Amount
	06-08-22		06/08/2022	Acct #401282793 - May 2022		54.00
Check	06/30/2022	100230	Accounts Payable	Crossroads Software, Inc.		49,500.00
	Invoice		Date	Description		Amount
	7260		06/21/2022	Crossroads Collision Rpt. Writer and Electronic Citation System		49,500.00
Check	06/30/2022	100231	Accounts Payable	Cypress Coast Ford Lincoln		195.00
	Invoice		Date	Description		Amount
	365466		06/10/2022	08 Ford Explorer FD		195.00
Check	06/30/2022	100232	Accounts Payable	Della Mora Heating, Inc.		1,129.59
	Invoice		Date	Description		Amount
	14958		06/14/2022	PW Thermostat		1,129.59
Check	06/30/2022	100233	Accounts Payable	Don Chapin Company, Inc.		27,102.07
	Invoice		Date	Description		Amount
	67480		03/20/2022	Ramp Replacement		27,102.07
Check	06/30/2022	100234	Accounts Payable	Emergency Vehicle Specialists		13,786.68
	Invoice		Date	Description		Amount
	13896		05/20/2022	Parts needed for new Durango's (1 patrol, 1 K9)		11,055.27
	14032		06/27/2022	Rails, Panel & Toolbox for 2022 Ford F-150 Utility Truck		865.00
	PP22H0303-04B		06/27/2022	Items and installation for 2022 Ford F-150, Chiefs Vehicle		1,866.41
Check	06/30/2022	100235	Accounts Payable	First Alarm		124.98
	Invoice		Date	Description		Amount
	687435		06/15/2022	Monitoring services at station 2 - 07/01/22 to 09/30/22		124.98
Check	06/30/2022	100236	Accounts Payable	Formation Environmental, LLC		1,715.00

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Marina, CA LIVE

AP Check Reg 06.30.2022

Bank Account: 905 - Chase - Checking

Batch Date: 06/30/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	7051			Aquifer		1,715.00
	06/30/2022	100237	Accounts Payable	Hayon Inc.		900.00
Check	Invoice			Description		Amount
	01-2022PD			Patrol Vehicle Car Washes		450.00
	02-2022PD			Patrol Vehicle Car Washes		450.00
Check	06/30/2022	100238	Accounts Payable	L.N. Curtis & Sons		17,474.10
	Invoice			Description		Amount
	PINV707820			(4) Sets of Turnouts for FD Staff		16,321.95
Check	PINV734082			Hose with expansion ring coupling		1,152.15
	06/30/2022	100239	Accounts Payable	Lexis Nexis Risk Solutions		300.00
	Invoice			Description		Amount
Check	1308841-20220531			Monthly Service		150.00
	1308841-20220331			March Monthly Services		150.00
	06/30/2022	100240	Accounts Payable	Marina Backflow Co.		65.00
Check	Invoice			Description		Amount
	2191			V.D. Park Backflow		65.00
	06/30/2022	100241	Accounts Payable	Martin's Irrigation Supply		1,740.96
Check	Invoice			Description		Amount
	613868			V.D. Park Backflow		1,740.96
	06/30/2022	100242	Accounts Payable	Maynard Group Inc.		655.17
Check	Invoice			Description		Amount
	IN2027407			Monthly Service		655.17
	06/30/2022	100243	Accounts Payable	Monterey County Convention & Visitors Bureau		28,280.34
Check	Invoice			Description		Amount
	Mar 2022			Mar 2022 TID		13,140.27
	Apr 2022			Apr 2022 TID		15,140.07
Check	06/30/2022	100244	Accounts Payable	Monterey Regional Waste Management District		45,426.00

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AP Check Reg 06.30.2022

Bank Account: 905 - Chase - Checking

Batch Date: 06/30/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice		Date	Description	Amount	
	12-SB13832122		06/15/2022	FY2021-2022 Bill 1383 Implementation	13,504.00	
	3-SB1383GF22		06/08/2022	Billing for SB1383 CalRecycle CY2022	31,922.00	
	06/30/2022	100245	Accounts Payable	MuttMitt - ZW USA Inc.	1,196.14	
Check	Invoice		Date	Description	Amount	
	485440		05/23/2022	For Parks	1,196.14	
	06/30/2022	100246	Accounts Payable	Natividad Medical Center	155.00	
	Invoice		Date	Description	Amount	
Check	04-06-22		04/06/2022	Marina PD	62.00	
	06-16-2022		06/16/2022	Marina PD	31.00	
	06-16-2022-2		06/16/2022	Marina PD	62.00	
	06/30/2022	100247	Accounts Payable	Newton Bros. Tire & Auto	1,027.43	
Check	Invoice		Date	Description	Amount	
	433361		06/21/2022	17 Chevy Caprice PD Unit 813	1,027.43	
	06/30/2022	100248	Accounts Payable	Nor Cal Signal Supply	384.56	
	Invoice		Date	Description	Amount	
Check	1176-1		06/22/2022	Traffic Signals	384.56	
	06/30/2022	100249	Accounts Payable	Office Depot	13.84	
	Invoice		Date	Description	Amount	
	249030284001		06/22/2022	Office Depot Planning Supplies	13.84	
Check	Invoice		Date	Description	Amount	
	06/30/2022	100250	Accounts Payable	Pacific Gas & Electric	26,834.24	
	Invoice		Date	Description	Amount	
	103-6.JUN22		06/11/2022	3200 Imjin Road	12,056.80	
Check	272-1 JUNE22		06/16/2022	PG&E - 2862559272-1	32.73	
	172-2 JUNE22		06/16/2022	PG&E - 5618207172-2	503.56	
	362-9 JUNE22		06/16/2022	PG&E - 5996678362-9	115.03	
	795-7 JUNE22		06/16/2022	PG&E - 4467294795-7	474.83	
	533-8 JUNE22		06/16/2022	PG&E - 2253666533-8	84.99	
	483-6 JUNE22		06/14/2022	PG&E - 3982644483-6	13,566.30	
Check	06/30/2022	100251	Accounts Payable	Quill Corporation	994.00	

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Marina, CA LIVE

AP Check Reg 06.30.2022

Bank Account: 905 - Chase - Checking

Batch Date: 06/30/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	25519701		06/02/2022	Records		345.19
	25436257		05/31/2022	Records		611.69
	25642757		06/08/2022	Records		5.45
	25679057		06/10/2022	Records		31.67
Check	06/30/2022	100252	Accounts Payable	Regional Government Services		10,358.25
	Invoice			Description		Amount
	13639		05/31/2022	RGS Marina Dunes May 2022		9,543.75
	13640		05/31/2022	RGS Joby Aviation May 2022		153.00
	13641		05/31/2022	RGS Quick Quack May 2022		661.50
Check	06/30/2022	100253	Accounts Payable	Ryan Ranch Printers		103.79
	Invoice			Description		Amount
	23063		05/31/2022	Saber's Business Cards		103.79
Check	06/30/2022	100254	Accounts Payable	Salinas Valley Pro Squad		170.41
	Invoice			Description		Amount
	320980		04/07/2022	Police Uniforms and Equipment		170.41
Check	06/30/2022	100255	Accounts Payable	San Diego Police Equipment Co, Inc.		515.13
	Invoice			Description		Amount
	652249		06/10/2022	City of Marina - Order #105836		515.13
Check	06/30/2022	100256	Accounts Payable	Scott Savage		74.00
	Invoice			Description		Amount
	1666		05/12/2022	Tuition - Ofc. C. Johnson		74.00
Check	06/30/2022	100257	Accounts Payable	Shartsis Friese LLP		131,221.49
	Invoice			Description		Amount
	5457998		06/27/2022	Professional Services - MPWSP - May 2022		131,221.49
Check	06/30/2022	100258	Accounts Payable	Signs by Van Inc.		1,093.00
	Invoice			Description		Amount
	12345		05/18/2022	Signs by Van Refund		1,093.00
Check	06/30/2022	100259	Accounts Payable	TechRx Technology Services		3,778.63

User: Accounts Payable

Pages: 5 of 7

6/29/2022 12:10:36 PM

Marina, CA LIVE

AP Check Reg 06.30.2022

Bank Account: 905 - Chase - Checking

Batch Date: 06/30/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	10173		05/25/2022	Patrol Vehicle Tablet		3,778.63
	06/30/2022	100260	Accounts Payable	TK Elevator		1,305.00
Check	Invoice			Description		Amount
	5001851861		06/15/2022	Public Safety Elevator		1,305.00
	06/30/2022	100261	Accounts Payable	Trucksis Enterprises		753.83
Check	Invoice			Description		Amount
	12792		06/08/2022	Banners - NNO		753.83
	06/30/2022	100262	Accounts Payable	Verizon Wireless		293.23
Check	Invoice			Description		Amount
	9908470899		06/10/2022	Verizon 308174766-0001		293.23
	06/30/2022	100263	Accounts Payable	William A. Thayer Construction, Inc		24,045.91
Check	Invoice			Description		Amount
	2021-12-1		06/15/2022	Progress Bill Desert Start Office Building		24,045.91
	06/30/2022	100264	Accounts Payable	Xerox Financial Services		239.26
Check	Invoice			Description		Amount
	3330227		06/27/2022	FD Monthly Copier Charges - 06/17/22 - 07/16/22		239.26
	06/30/2022	100265	Accounts Payable	Zoom Imaging Solutions		306.60
Check	Invoice			Description		Amount
	IN2703826		05/26/2022	Monthly Service		306.60
	06/30/2022	100266	Accounts Payable	Marina Employees Association		135.00
Check	Invoice			Description		Amount
	06-24-22		06/24/2022	24 - MEA Dues		135.00
	06/30/2022	100267	Accounts Payable	Marina Professional Fire Fighters Association		300.00
EFT	Invoice			Description		Amount
	06-24-22		06/24/2022	35 - MPFFA Dues		300.00
	06/30/2022	2377	Accounts Payable	Wex Bank	071000288 / 4539508	93.70

User: Accounts Payable

Pages: 6 of 7

6/29/2022 12:10:36 PM

Marina, CA LIVE

AP Check Reg 06.30.2022

Bank Account: 905 - Chase - Checking

Batch Date: 06/30/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	Invoice			Description		Amount
	80933553		05/23/2022	Chevron Credit Cards - May 2022		93.70
	06/30/2022	2378	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	260.00
	Invoice			Description		Amount
EFT	06-24-22		06/24/2022	23 - MPOA Dues		260.00
	06/30/2022	2379	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,359.04
	Invoice			Description		Amount
	06-24-22		06/24/2022	25 - POA Dues		1,359.04
905 Chase - Checking Totals:						\$414,804.87
Checks: 46						
EFTs: 3						
\$413,092.13						
\$1,712.74						
Transactions: 49						

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



CLAIM FORM

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

SECTION 1: CLAIMANT INFORMATION

Jennifer Geertsen _____
Name of Claimant
() _____
Telephone Number (include area code)

Mailing Address City CA Zip Code

SECTION 2: NOTICES

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

Name of Claimant
() _____
Telephone Number (include area code)

Mailing Address City CA Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: May 18, 2022
Month, Day & Year

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

2nd Street and Inter-Garrison on the CSUMB campus; 100 Campus Center, Seaside, CA 93955

sidewalk on Inter-Garrison in front of the Athletics building.

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

Was walking on my morning break when I tripped and fell on a large lip in the sidewalk. The city of

Marina is responsible for the maintenance and repair of the sidewalk.

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

There is an approved workcomp claim as I tripped during work time. I have broken my left elbow (radial head) and am being sent for a MRI for soft tissue/nerve damage. My wedding ring was broken as it was on my left hand (prong bent and diamonds fell out and are lost. My Apple watch was damaged as well it received scratches to the face/crown.

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

Facilities/maintenance, traffic, safety and risk departments.

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

Amount Claimed: \$ 5,000.00

Basis for computation: Replace diamonds on wedding ring and repair, repair/fix watch face/crown, and pain and suffering for the broken elbow, sleepless nights due to discomfort and pain- was unable to work for 3 wks and is currently challenging to work with a cast from mid-hand to almost my shoulder (left).

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

☒ Limited Civil Case

☐ Non-Limited Civil Case

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

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

☐ Yes (If marked, please provide information below.

☒ No

Name of Insurance Carrier

()
Telephone Number (include area code)

Mailing Address

City

State

Zip Code

Policy Number: _____

Deductible: \$ _____

Name of registered owner(s) of the vehicle: _____

Vehicle Make: _____ Model: _____ Year: _____

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

Name of Attorney/Representative

()
Telephone Number (include area code)

Mailing Address

City

State

Zip Code

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

If yes, please indicate:

Relationship to minor: _____

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

SECTION 6: ADVISORY

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

SECTION 7: SIGNATURE



Signature of Claimant or Claimant's Attorney /Representative

June 20, 2022

Date

SECTION 8: SUBMISSION OF CLAIM FORM

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

City of Marina
Marina City Hall
Attention: Human Resources & Risk Department
211 Hillcrest Avenue
Marina, CA 93933

Office: (831) 884-1283
Fax: (831) 384-0860
HR@ci.marina.ca.us

Incomplete and un-signed claim forms will not be processed and will be returned to the claimant's address indicated on this form.

Once your completed and signed claim form is received in the City's Risk Management Department it may require placement on the City Council agenda for consideration to deny your claim. This action to deny your claim is required by law for public entities and does not mean the City will not process your claim. Rather, your claim will be researched by the City's Risk Management process, or it will be referred to the City's Risk Management Authority, MBASIA (Monterey Bay Area Self Insurance Authority) for investigation by the Claims Adjuster, Ken Maiolini.

Mr. Maiolini will handle your claim through settlement or resolution. You will be notified in writing by MBASIA of any actions pertaining to the status of your claim and if additional information is required. You may also contact Ken Maiolini at (707) 792-4980 ext. 206, if you wish to discuss your claim.

Thank you.

June 29, 2022

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 6, 2022

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2022-,
CONFIRMING LEVY OF THE SPECIAL TAX FOR THE CITY OF
MARINA COMMUNITY FACILITIES DISTRICT NO. 2015-1 (THE DUNES)
FOR FISCAL YEAR 2022-23 AS AUTHORIZED BY ORDINANCE NO. 2015-
03; AND RESOLUTION NO. 2022-, CERTIFYING CITY OF MARINA
COMPLIANCE WITH STATE LAW (PROPOSITION 218) WITH RESPECT
TO A SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY
FACILITIES DISTRICT NO. 2015-1 AS AUTHORIZED BY ORDINANCE
NO. 2015-03 FOR FISCAL YEAR 2022-23**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2022-, confirming levy of the special tax for the City of Marina Community Facilities District No. 2015-1 (The Dunes) for Fiscal Year 2022-23 as authorized by Ordinance No. 2015-03, and;
2. Resolution No. 2022-, certifying City of Marina compliance with State law (Proposition 218) with respect to a special tax for the City of Marina Community Facilities District No. 2015-1 as authorized by Ordinance No. 2015-03 for Fiscal Year 2022-23

BACKGROUND:

Pursuant to a special election held on June 2, 2015, on June 16, 2015, the City Council unanimously passed Ordinance No. 2015-03, forming the City of Marina Community Facilities District No. 2015-1 (commonly referred to as The Dunes CFD). Ordinance 2015-03 also authorized an annual special tax levy for the purpose of administration and services of District maintenance of streets, sidewalks, curb & gutters, street lighting and storm drains. The special tax was first levied for fiscal year 2015-16, in the amount of \$437.22 for each of the assessed residential units and \$5,187 per acre of undeveloped property. Each subsequent year, Ordinance 2015-03 requires the special tax to be increased by the lesser of 4% or the Construction Cost Index as published in the Engineering News Record (ENR) from the previous approved Maximum Special Tax. For Fiscal Year 22/23, the Construction Cost Index increased by 4.0%. The Rates and Apportionment for this District therefore applies a maximum annual rate increase of 4.0%.

On June 21, 2016, the City Council adopted Resolution 2016-96, accepting annexation of property into the City of Marina Community Facilities District No. 2015-1(The Dunes). The annexation area incorporates the Dunes Residential Subdivision Phase 1C Final Map 2.

On April 4, 2017, the City Council adopted Resolution 2017-35, accepting annexation of property into the City of Marina Community Facilities District No. 2015-1(The Dunes). The annexation area incorporates the Dunes Residential Subdivision Phase 1C Final Map 3.

On February 15, 2022, the City Council adopted Resolution 2022-21, accepting annexation of property into the City of Marina Community Facilities District No. 2015-1(The Dunes). The annexation area incorporates the Dunes Subdivision Phase 2 East/Residential.

Accordingly, the special tax for each fiscal year since inception has been as follows (NOTE: Monterey County requires that rates be divisible by 2 for placement on the rolls, so calculations are rounded each year):

Fiscal Year	Tax Per Parcel	Tax Per Acre	Total Special Tax (to be) Collected
FY 15/16	\$437.22	\$5,187.00	\$54,228.30
FY 16/17	\$452.66	\$5,369.89	\$101,268.60
FY 17/18	\$459.46	\$5,450.69	\$162,605.34
FY 18/19	\$470.92	\$5,586.73	\$160,509.62
FY 19/20	\$484.24	\$5,744.70	\$160,767.68
FY 20/21	\$501.52	\$5,974.48	\$166,504.64
FY 21/22	\$520.50	\$6,174.70	\$172,806.00
FY 22/23	\$541.32	\$6,421.69	\$303,025.22

ANALYSIS:

Each year's special tax is collected by the Monterey County Tax Collector, and then disbursed to the City. When received by the City, special taxes are credited in the accounting system to Fund 252 - CFD Dunes No. 2015-1. Likewise, expenditures and costs incurred on behalf of the District are posted to Fund 252 expenditure accounts. As of June 30, 2021, the fund balance in Fund 252 (cumulative tax revenue in excess of expenditures since inception) is projected to be approximately \$480,541. Due to the age of the District improvements, scheduled maintenance service expenditures were expected in FY 21/22, but due to various construction projects in the area the maintenance is delayed until FY 22/23. Anticipated be approximately \$343,270, including a scheduled slurry seal of various streets.

Ordinance 2015-03 authorizes the finance director "...to determine the specific special tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD (including any parcel or parcels in the future annexation area that annex into the CFD), in the manner and as provided in the resolution of formation."

However, Monterey County will not impose or collect the special tax on the District's behalf unless the City submits, in a form provided by the County, a certification of compliance with State Law (Proposition 218) that includes a hold harmless and indemnification provision for administrative expenses of the County associated with collection of the City's taxes, assessments, fees or charges, other than the Constitutionally authorized 1% ad valorem tax.

Attached is a resolution which, if adopted by the Council will satisfy the County's certification, hold-harmless and indemnification requirements with respect to the City of Marina Community Facilities District No. 2015-1 Special Tax for the 2022-23 fiscal year.

FISCAL IMPACT:

Special assessments finance the CFD's approved maintenance services. Total to be credited to the district is as follows:

Fund 252 Community Facilities District No. 2015-1

\$303,025.22

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Juan Lopez
Finance Director
City of Marina

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF MARINA CONFIRMING LEVY OF A SPECIAL TAX
FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2015-1 AS
AUTHORIZED BY ORDINANCE NO. 2015-03 FOR FISCAL YEAR 2022-23

WHEREAS, Ordinance 2015-03 authorized the levy of a special tax for the benefit of The City of Marina Community Facilities District 2015-1 starting in Fiscal Year 2015-16 and increasing by the lesser of 4% or the Construction Cost Index as published in the Engineering News Record (ENR) from the previous approved Maximum Special Tax. For Fiscal Year 22/23, the Construction Cost Index increased by 4%. The Rates and Apportionment for this District therefore applies a maximum annual rate increase of 4%, and;

WHEREAS the Administrator has calculated the maximum Fiscal Year 2022/23 special tax to be \$541.32 per parcel and \$6,421.69 per Acre of undeveloped property, and;

WHEREAS, the CFD administrator having further considered the special tax requirements in accordance with Exhibit A to Ordinance 2015-03, by which Community Facilities District 2015-1 was established and continues, has determined that a special tax for fiscal year 2022-23 be assessed at \$541.32 per parcel and \$6,421.69 per Acre of undeveloped property.

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

1. The City does hereby confirm the diagram and assessment as described in the Engineer's Report on file with the City Clerk.
2. The City does hereby order the levy and collection of said assessment \$541.32 per parcel and \$6,421.69 per Acre of undeveloped property for FY 2022/23 assessment for The Dunes CFD No. 2015-1.
3. It is the intention of the City of Marina that any monetary advance made by it during any fiscal year to cover a deficit in the improvement fund of Community Facilities District No. 2015-1 shall be repaid from the next annual assessments levied and collected within Community Facilities District No. 2015-1
4. The City Clerk is hereby authorized and directed to file a certified copy of said diagram and assessment with the Monterey County Auditor prior to August 1, 2022.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of July 2022, 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

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF MARINA CERTIFYING
COMPLIANCE WITH STATE LAW (PROPOSITION 218) WITH RESPECT TO
LEVYING OF SPECIAL TAXES ON BEHALF OF CITY OF MARINA COMMUNITY
FACILITIES DISTRICT NO. 2015-1 FOR FISCAL YEAR 2022-2023

WHEREAS, the City of Marina “Public Agency” requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “A” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for fiscal year 2022-23

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Public Agency hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “A”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable law of the State of California.
2. The Public Agency further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the Cd or electronic file identified as Exhibit “A”, the Public Agency shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property –related fees or charges identified in Exhibit “A” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED by the City of Marina City Council at a regular meeting duly held on the 6th day of July 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT A

ATTACHMENT TO RESOLUTION NO. 2022-____ OF THE CITY OF MARINA, COUNTY OF MONTEREY, CALIFORNIA, CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF SPECIAL TAX

FISCAL YEAR 2022-23

SPECIAL TAXES:

City of Marina CFD No. 2015-1 (The Dunes)

- Developed Property
 - Residential Rate (Per-Unit Rate) \$541.32
 - Non-Residential Rate (Per-Acre Rate) \$6,421.69
- Undeveloped Property (Per-Acre Rate) \$6,421.69

Special Tax Levy Summary		
Developed Property		
Residential	500 Units	\$270,660.00
Non-Residential	0.00 Acres	\$0.00
Undeveloped Property	5.04 Acres	\$32,365.22
Total		\$303,025.22

Fiscal Year Budget Scenario
The Dunes Community Facilities District (CFD 2015-1)

Summary	Estimates FY 2021-2022	Estimates FY 2022-2023	Estimates FY 2023-2024*
Beginning Cash Balance, July 1st	\$ 480,079	\$ 480,541	\$ 440,296
(a) Total Special Tax Revenue	\$ 172,172	\$ 303,025	\$ 315,146
(b) Expenditures			
Maintenance Services			
Facilities Maintenance	\$ 22,807	\$ 23,719	\$ 24,668
Maintenance Cycle Deposit	\$ 141,186	\$ 146,833	\$ 152,706
Construction Cost (Slurry Seal)	\$ -	\$ 165,000	\$ 190,000
Administrative Services			
Financial Administration	\$ 4,948	\$ 4,948	\$ 4,948
Cost Allocation Charges	\$ 2,770	\$ 2,770	\$ 2,770
(c) Total Services Costs	\$ 171,710	\$ 343,270	\$ 375,092
Ending Fund Balance, June 30th	\$ 480,541	\$ 440,296	\$ 380,351

(a) Maximum Assessment per Rate of Apportionment is \$541.32 per parcel & \$6,421.69 per undeveloped acre for FY 22/23 (ENR Construction Cost Index increase of 4.0%).

(b) Expenditures for FY 22/23 are estimated with City acceptance of CFD improvements, including a slurry seal for various streets.

(c) Total Services Costs include Facilities Maintenance and Administration expenditures. Deposits are held for schedule maintenance projects.

* Revenue and Expenditures for Fiscal Year 2023-24 are only estimates and subject to change.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 6, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION 2022-, APPROVING
THE APPOINTMENT OF A COUNCIL MEMBER -----, AS AN ALTERNATE
TO THE MONTEREY COUNTY AIRPORT LAND USE COMMISSION.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, approving the appointment of Council Member _____ as an alternate to the Monterey County Airport Land Use Commission (ALUC).

BACKGROUND:

The Monterey County Airport Land Use Commission (ALUC) is a 7-member commission created under the authority of California State Aeronautics Act (Public Utility Code section [21670](#)). The primary purpose of the commission is to ensure that new land uses around public use airports do not create excessive noise and safety hazards for the public. Development proposals in the vicinity of local airports are referred to the ALUC by governing jurisdictions (County or incorporated city).

Commission shall consist of 7 members to be selected from:

- 2 representatives of the cities in the county, appointed by a selection committee comprised of the Mayors of all cities with that county.
- 2 representatives of the County, appointed by the Board of Supervisors.
- 2 representatives of the airports within the County, appointed by a selection committee, comprised of the managers of all of the public airports within that County, however; one such representative shall be appointed from an airport operated for the benefit of the general public.
- 1 representative of the general public, appointed by the other six members of the commission

Purpose:

1. It is in the public interest to provide for the orderly development of each public use airport in this state and the area surrounding these airports so as to promote the overall goals and objectives of the California airport noise standards adopted pursuant to Section 21669 and to prevent the creation of new noise and safety problems.
2. It is the purpose of this article to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

Powers and Duties: The commission has the following powers and duties, subject to the limitations upon its jurisdiction set forth in Section 21676:

1. To assist local agencies in ensuring compatible land uses in the vicinity of all new airports and in the vicinity of existing airports to the extent that the land in the vicinity of those airports is not already devoted to incompatible uses.
2. To coordinate planning at the state, regional, and local levels so as to provide for the orderly development of air transportation, while at the same time protecting the public health, safety, and welfare.

3. To prepare and adopt an airport land use compatibility plan pursuant to Section 21675.
4. To review the plans, regulations, and other actions of local agencies and airport operators pursuant to Section 21676.
5. The powers of the commission shall in no way be construed to give the commission jurisdiction over the operation of any airport.
6. In order to carry out its responsibilities, the commission may adopt rules and regulations consistent with this article.

Terms shall be for 4 years, with expiration dates to be the first Monday in May of the year in which the Commissioner's term expires

FISCAL IMPACT: None

CONCLUSION:

Respectfully submitted,

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING
THE APPOINTMENT OF COUNCIL MEMBER _____, AS AN ALTERNATE TO
THE MONTEREY COUNTY AIRPORT LAND USE COMMISSION

WHEREAS, The Monterey County Airport Land Use Commission (ALUC) is a 7-member commission created under the authority of California State Aeronautics Act (Public Utility Code section [21670](#)). ; and

WHEREAS, The primary purpose of the commission is to ensure that new land uses around public use airports do not create excessive noise and safety hazards for the public ; and

WHEREAS, Development proposals in the vicinity of local airports are referred to the ALUC by governing jurisdictions (County or incorporated city).; and

WHEREAS, Commission shall consist of 7 members to be selected from: 2 representatives of the cities in the county, appointed by a selection committee comprised of the Mayors of all cities with that county; 2 representatives of the County, appointed by the Board of Supervisors; 2 representatives of the airports within the County, appointed by a selection committee, comprised of the managers of all of the public airports within that County, however; one such representative shall be appointed from an airport operated for the benefit of the general public; and 1 representative of the general public, appointed by the other six members of the commission; and

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

1. Approve the appointment of Council Member _____ as an alternate to the Monterey County Airport Land Use Commission

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held this 6th day of July 2022, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
July 6, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO ENTER
INTO A STANDARD VOLUNTARY AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCE CONTROL AND
PAY ASSOCIATED FEES FOR THE CITY PARK BARRACKS AND
CYPRESS KNOLLS BUILDINGS BLIGHT REMOVAL 2022 PROJECT.**

RECOMMENDATION:

It is requested that the City Council consider adopting Resolution 2022- authorizing the City Manager, or his designee, to enter into a Standard Voluntary Agreement (SVA), **EXHIBIT A**, with the California Department of Toxic Substance Control (DTSC) and pay associated fees for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project.

BACKGROUND:

The closure of Fort Ord resulted in land being deeded to the City of Marina in an “as-is” condition. The land contains numerous buildings that served the former Army base which have deteriorated since 1994 and need to be removed as part of the land redevelopment.

Some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse. These include 62-65 barracks buildings and 260 duplex housing units on what was planned to be the Cypress Knolls development.

Although the Fort Ord Reuse Authority (FORA) sunsetted on June 30, 2020, FORA secured bond funding for blight removal prior to closure. Included in the bond funding are FORA bond trust funds allocated to the City amounting to \$8,561,968 and escrow bonds that are projected to generate \$6.5M in blight removal funding through 2025.

On September 15, 2020, October 27, 2020, and January 20, 2021, the Marina City Council adopted Resolution No. 2020-127, 2020-140 and 2021-11, respectively, receiving staff presentation on blight removal and blight removal projects and provides direction to staff on priorities for blight removal.

On May 4, 2021, the City Council passed Resolution No. 2021-42 approving amendment to the Program Management Services and Construction Management and Inspection between the City of Marina and Wallace Group, to add program management and construction management and inspection services for the execution of hazardous material abatement and blighted building removal projects.

The Wallace Group prepared bidding documents (plans, specifications, and estimates) for the blight removal project. The goal for this project is for the abatement, proper removal, and disposal of forty-five barracks and miscellaneous debris, including debris from two burnt buildings at the proposed City Park located along Second Avenue and 8th Street and thirty duplex buildings and miscellaneous debris including debris from one burnt building, at the Cypress Knoll area along Rendova Avenue and Third Avenue for future park and or residential development. Site plans are shown in **EXHIBITS B** and **C**.

On March 10, 2022, the City of Marina Planning Commission had an open public hearing and adopted Resolution No. 2022-05b, approving the removal of 34 trees at the proposed City Park at the Dunes location and five trees at the Cypress Knolls location in order to remove the blighted buildings. All healthy trees are to be replaced at 2:1 ratio.

Staff in consultation with DTSC determined that soil removal would be required at a greater depth to remediate lead in the soil adjacent to buildings to be removed. Due to additional depth of soil removal, additional tree removal was identified.

On June 9, 2022, the City of Marina Planning Commission had an open public hearing and adopted Resolution No. 2022-09, approving the removal of additional three trees for a total of thirty-five trees to be removed, and two potential additional trees for removal at the proposed City Park at the Dunes.

On March 15, 2022, the City Council passed Resolution No. 2022-43 approving advertising and call for bids for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project. Eight bids were received on May 17, 2022, and are currently under review pending recommendation at a future City Council meeting.

ANALYSIS:

The two parcels, 031-201-005 (City Park) and 031-221-008 (Cypress Knolls), included in this project were part of the scope of the original Removal Action Work Plan (RAW; Northgate, 2006) for Soil Impacted by Lead-Based Paint at former Fort Ord, Marina, California. For these parcels to be used as residential or for a non-restricted use, the City must follow the approved remedy in the RAW from 2006 with the updated lead cleanup goal of 80 mg/kg.

The City must execute an SVA with the California Department of Toxic Substance Control (DTSC) and pay associated fees required for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project. The SVA is pursuant to Health and Safety Code section 25355.5 (a)(1)(C), which authorizes DTSC to enter into an enforceable agreement to oversee investigation and/or remediation of a release or a threatened release of any hazardous substance at the site.

The purpose of this SVA is to allow the City to investigate, remediate and/or evaluate a release, a threatened release, or potential release of any hazardous substance at or from the site under the oversight of DTSC. The SVA also provides reimbursement to DTSC in the amount of \$39,936 for DTSC's oversight cost.

FISCAL IMPACT:

This action, authorizing the City Manager to enter into a Standard Voluntary Agreement (SVA), with DTSC and pay associated fees for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project will have a fiscal impact in the amount of \$39,936.

Sufficient funding for this action has been allocated in Capital Improvement Project HSF2101 for Barracks Blight Removal with a funding amount of \$4,100,000 and HSF2103 for the Cypress Knolls Building Removal (Partial) with a funding amount of \$1,600,000 for a total project funding of \$5,700,000

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City of Marina Planning Division determined that this action, authorizing the City Manager to enter into SVA with the California Department of Toxic Substance Control (DTSC) and pay associated fees for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project is not a project under CEQA.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A STANDARD VOLUNTARY AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCE CONTROL AND PAY ASSOCIATED FEES FOR THE CITY PARK BARRACKS AND CYPRESS KNOLLS BUILDINGS BLIGHT REMOVAL 2022 PROJECT.

WHEREAS, the closure of Fort Ord resulted in land being deeded to the City of Marina in an “as-is” condition. The land contains numerous buildings that served the former Army base which have deteriorated since 1994 and need to be removed as part of the land redevelopment. Some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse. These include 62-65 barracks buildings and 260 duplex housing units on what was planned to be the Cypress Knolls development; and

WHEREAS, the Fort Ord Reuse Authority (FORA) sunsetted on June 30, 2020, FORA secured bond funding for blight removal prior to closure. Included in the bond funding are FORA bond trust funds allocated to the City amounting to \$8,561,968 and escrow bonds that are projected to generate \$6.5M in blight removal funding through 2025; and

WHEREAS, on September 15, 2020, October 27, 2020, and January 20, 2021, the City Council of the City of Marina adopted Resolution No. 2020-127, 2020-140 and 2021-11, respectively, receiving staff presentation on blight removal and blight removal projects and provides direction to staff on priorities for blight removal; and

WHEREAS, On May 4, 2021, the City Council passed Resolution No. 2021-42 approving amendment to the Program Management Services and Construction Management and Inspection between the City of Marina and Wallace Group, to add program management and construction management and inspection services for the execution of hazardous material abatement and blighted building removal projects; and

WHEREAS, The Wallace Group prepared bidding documents (plans, specifications, and estimates) for the blight removal project. The goal for this project is for the abatement, proper removal, and disposal of forty-five barracks and miscellaneous debris, including debris from two burnt buildings at the proposed City Park located along Second Avenue and 8th Street and thirty duplex buildings and miscellaneous debris including debris from one burnt building, at the Cypress Knoll area along Rendova Avenue and Third Avenue for future park and or residential development. Site plans are shown in **Exhibits B and C**; and

WHEREAS, on March 10, 2022 the City of Marina Planning Commission held an open public hearing and adopted Resolution No. 2022-05b, approving the removal of 34 trees at the proposed City Park at the Dunes location and five trees at the Cypress Knolls location in order to remove the blighted buildings. All healthy trees are to be replaced at 2:1 ratio; and

WHEREAS, on June 9, 2022, the City of Marina Planning Commission held an open public hearing and adopted Resolution No. 2022-09, approving the removal of additional three trees for a total of thirty-five trees to be removed, and two potential additional trees for removal at the proposed City Park at the Dunes; and

WHEREAS, On March 15, 2022, the City Council passed Resolution No. 2022-43 approving advertising and call for bids for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project; and

WHEREAS, the two parcels, 031-201-005 (City Park) and 031-221-008 (Cypress Knolls), included in this project were part of the scope of the original Removal Action Work Plan (RAW; Northgate, 2006) for Soil Impacted by Lead-Based Paint at former Fort Ord, Marina, California. For these parcels to be used as residential or for a non-restricted use, the City must follow the approved remedy in the RAW from 2006 with the updated lead cleanup goal of 80 mg/kg; and

WHEREAS, the City must execute an SVA with the California Department of Toxic Substance Control (DTSC) and pay associated fees required for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project. The SVA is pursuant to Health and Safety Code section 25355.5 (a)(1)(C), which authorizes DTSC to enter into an enforceable agreement to oversee investigation and/or remediation of a release or a threatened release of any hazardous substance at the site; and

WHEREAS, This action, authorizing the City Manager to enter into a Standard Voluntary Agreement (SVA), with DTSC and pay associated fees for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project will have a fiscal impact in the amount of \$39,936; and

WHEREAS, Sufficient funding for this action has been allocated in Capital Improvement Project HSF2101 for Barracks Blight Removal with a funding amount of \$4,100,000 and HSF2103 for the Cypress Knolls Building Removal (Partial) with a funding amount of \$1,600,000.

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

1. Authorize the City Manager, or his designee, to enter into a Standard Voluntary Agreement (SVA) with the California Department of Toxic Substance Control (DTSC), **Exhibit A**, and pay associated fees for the execution of the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 6th day of July 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Site 1: City Park and Site 2: Cypress
Knolls

2866 Second Avenue
Marina, California, 93933

Proponent:

The City of Marina
209 Cypress Avenue
Marina, California 93933

Docket No. HWCA-FY21/22-022

Standard Voluntary Agreement

Health and Safety Code
25355.5(a)(1)(C)

The California Department of Toxic Substances Control (DTSC) and the City of Marina (Proponent) enter into this Standard Voluntary Agreement (Agreement) and agree as follows:

1. **Sites.** This Agreement applies to the Sites located at 2866 Second Avenue, on the former Fort Ord; Marina, in Monterey County, California 93933 (Site), identified by Monterey County Assessor's Parcel Number(s) Site 1: 031-221-008, and Site 2: 031-201-005, and any off-site area to which hazardous substances have or may have migrated from the Site. The Site is comprised of two noncontiguous parcels totaling approximately 15.033 acres in size; the 031-221-008 parcel is bordered by Imjin Parkway, California Ave, and Patton Parkway, and the 031-201-005 parcel is bordered by Second Avenue and Eighth Street. The Site was previously used by the Army for barracks, administrative, maintenance and recreational activities. The land surrounding the Site is a mix of commercial and residential properties. A Site location map and a Site diagram are attached as Exhibits A and B.

2. **Jurisdiction.** This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code section 25355.5(a)(1)(C), which authorizes DTSC to enter into an enforceable agreement to oversee investigation and/or remediation of a release or a threatened release of any hazardous substance at or from the Site.

3. **Purpose.** The purpose of this Agreement is for Proponent to investigate, remediate, and/or evaluate a release, a threatened release, or a potential release of any hazardous substance at or from the Site under the oversight of DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from Proponent for DTSC's oversight costs incurred pursuant to this Agreement.

4. Ownership and Notification.

4.1. The Site is owned by the City of Marina.

4.2. Prior to DTSC providing oversight or review or comment on any document, Proponent shall provide DTSC with all of the following: (a) proof of the identity of all current record owners of fee title to the Site and their mailing addresses; (b) written evidence that the owners of record have been sent a notice that describes the actions completed or proposed by Proponent; and (c) an acknowledgment of the receipt of the notice required in subparagraph (b) from the property owners or proof that Proponent has made reasonable efforts to deliver the notice to the property owner and was unable to do so.

4.3. Proponent shall notify DTSC of any changes in ownership of the Site subsequent to the Effective Date of this Agreement and provide written evidence that Proponent notified the new owner(s) of record of the actions completed or proposed by Proponent under this Agreement.

5. Substances Found at the Site. Based on the information available to DTSC and Proponent, the Site is or may be contaminated with hazardous substances, including lead.

6. Scope of Work and DTSC Oversight. DTSC shall review and provide Proponent with written comments on all Proponent's deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. Proponent agrees to perform all the work required by this Agreement. Proponent shall perform the work in accordance with applicable local, state and federal statutes, regulations, ordinances, rules and guidance documents, in particular, Health and Safety Code section 25300 et seq., as amended.

7. Additional Activities. DTSC and Proponent may amend this Agreement to include additional activities in accordance with Paragraph 17 of this Agreement. If DTSC expects to incur additional oversight costs for these additional activities, it will provide an estimate of the additional oversight costs to Proponent.

8. Endangerment During Implementation.

8.1 Proponent shall notify DTSC's Project Manager immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Within seven days of the onset of such a condition, Proponent shall furnish a report to DTSC, signed by Proponent's Project Manager, setting forth the conditions and events that occurred and the measures taken in response thereto.

8.2 In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Proponent to conduct additional activities in accordance with Paragraph 7 of this Agreement or to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment. DTSC may request that Proponent implement interim measures to address any immediate threat or imminent or substantial endangerment.

9. Access. Proponent shall provide, and/or obtain access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.

10. Sampling, Data and Document Availability. When requested by DTSC, Proponent shall make available for DTSC's inspection, and shall provide copies of, all data and information concerning contamination at or from the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement. For all final reports, Proponent shall submit one hard (paper) copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document Formatted (pdf) file compatible with Adobe Acrobat or a formatted file compatible with Microsoft Word.

11. Photographs and Drawings. Upon request by DTSC, Proponent shall provide DTSC with photographs Proponent has in its possession of the Site and activities at the Site, as well as drawings Proponent has in its possession in connection with redevelopment plans for the Site. Proponent shall allow DTSC to take photographs of the Site, including activities at the Site, whenever DTSC accesses the Site pursuant to Section 9. Proponent grants DTSC the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, the photographs or drawings DTSC obtains pursuant to this section for any use, including, but not limited to, project documentation, public outreach, web and social media content, and marketing materials. This section does not apply to drawings that contain confidential business information.

12. Record Preservation. Proponent shall retain, during the implementation of this Agreement and for a minimum of six years after its termination, all data, reports, and other documents that relate to the performance of this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Proponent shall either comply with the request, deliver the documents to DTSC, or permit DTSC to copy the documents at Proponent's expense prior to destruction.

13. Notification of Field Activities. Proponent shall inform DTSC at least seven days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Proponent pursuant to this Agreement.

14. Project Managers. Within 14 days of the effective date of this Agreement, DTSC and Proponent shall each designate a Project Manager and shall notify each other in writing of the Project Manager selected. The Proponent's Project Manager shall have the technical expertise in project management, regulatory compliance, and hazardous substance site investigation and remediation sufficient to fulfill his or her responsibilities. Each Project Manager shall be responsible for overseeing the implementation of this Agreement and for designating a person to act in his/her absence. All communications between DTSC and Proponent, and all notices, documents and correspondence concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. Each party may change its Project Manager with at least seven days prior written notice.

15. Proponent's Consultant and Contractor. All engineering work performed pursuant to this Agreement shall be under the direction and supervision of a registered professional engineer licensed in California, with expertise in hazardous substance site investigation and remediation. All geological work performed pursuant to this Agreement shall be under the direction and supervision of a registered professional geologist licensed in California, with expertise in hazardous substance site investigation and remediation. Proponent's contractors and consultants shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Agreement, Proponent shall notify DTSC's Project Manager in writing of the name, title, and qualifications of the registered professional engineer and/or professional geologist and of any contractors or consultants and their personnel to be used in carrying out the work under this Agreement in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

16. DTSC Review and Approval. All work performed pursuant to this Agreement is subject to DTSC's review and approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) return comments to Proponent with recommended changes and a date by which the Proponent must submit to DTSC a revised document incorporating or addressing the recommended changes; or (b) modify the document in consultation with Proponent and approve the document as modified. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Proponent in writing by DTSC's Branch Chief or his/her designee.

No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve Proponent of the obligation to obtain such written approvals.

17. Payment.

17.1 Proponent is required to pay (a) all costs incurred by DTSC in association with preparation of this Agreement, and for oversight activities, including review of documents, conducted prior to the effective date of this Agreement; and (b) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents and activities described in Exhibit C and associated documents, and oversight of field activities. Costs incurred include interest on unpaid amounts that are billed and outstanding more than 60 days from the date of the invoice.

17.2 An estimate of DTSC's oversight costs is attached as Exhibit D. It is understood by the parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC may provide an adjusted cost estimate as the work progresses. Prior to adjusting the cost estimate, DTSC will provide Proponent with a written notice and a detailed explanation of the change to the cost estimate. DTSC will bill Proponent quarterly. Proponent agrees to make payment within 30 days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by Proponent.

17.3 In anticipation of oversight activities to be conducted, Proponent shall make an advance payment of \$ 19,968 to DTSC no later than 10 days after this Agreement is fully executed. It is expressly understood and agreed that DTSC's receipt of the entire advance payment as provided in this paragraph is a condition precedent to DTSC's obligation to provide oversight, review of or comment on documents. DTSC will draw-down from the advance payment, which will be documented in DTSC's invoice. When the advance payment is depleted, DTSC will continue to request payment through the invoice process.

17.4 All payments made by Proponent pursuant to this Agreement shall be by check payable to the "Department of Toxic Substances Control" and bearing on its face the project code for the Site (Site # 202420) and the docket number HWCA-FY21/22-022 of this Agreement. Upon request by Proponent, DTSC may accept payments made by credit cards or electronic funds transfer. Payments by check shall be sent to:

Accounting Office
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Project Manager.

17.5 DTSC shall retain all cost records associated with the work performed under this Agreement as may be required by state law. DTSC will make all documents that support DTSC's cost determination available for inspection upon request in accordance with the Public Records Act, Government Code section 6250 et seq.

17.6 In addition to direct costs incurred by DTSC, DTSC also bills its indirect costs associated with direct staff costs. Such indirect costs are only applied to DTSC direct labor costs and not to DTSC contractor costs or DTSC staff travel costs. DTSC calculates separate indirect cost rates (salary/benefits and general operating costs) for each of its major programs (Site Mitigation and Restoration, Hazardous Waste Management, and Safer Products and Workplaces Programs). Because the ratio of direct to indirect costs varies among DTSC's various programs, the indirect cost rates associated with those programs will also vary. Pursuant to Health and Safety Code section 25269.4, the Department calculates and updates its indirect cost rates every six months. These indirect rates are reflected in the Cost Estimate in Exhibit D.

18. Amendments. This Agreement may be amended in writing by mutual agreement of DTSC and Proponent. Such amendment shall be effective the third business day following the day the last party signing the amendment sends its notification of signing to the other party. The parties may agree to a different effective date.

19. Termination for Convenience.

19.1 Except as otherwise provided in this paragraph, each party to this Agreement reserves the right to unilaterally terminate this Agreement for any reason. Termination may be accomplished by giving a 30-day advance written notice of the election to terminate this Agreement to the other party. In the event that this Agreement is terminated under Paragraph 19.1, Proponent shall be responsible for DTSC costs through the effective date of termination.

19.2 If operation and maintenance activities are required for the final remedy, Proponent may not terminate the Agreement under Paragraph 19.1 upon DTSC's approval of an Operation and Maintenance Plan as proposed by Proponent, unless an Operation and Maintenance Agreement is entered into between DTSC and Proponent or between DTSC and a party responsible for the required operation and maintenance activities.

20. Calendar of Tasks and Schedules. The attached Exhibit E (Calendar of Tasks and Schedules) is merely for the convenience of listing in one location the submittals required by this Agreement. The Calendar of Tasks and Schedules lists activities specific to this project based on the available information. DTSC and Proponent shall make a reasonable effort to complete the activity within the schedule

outlined in Exhibit E. A schedule for each related activity shall be established as part of this Agreement.

If Proponent is unable to meet the activity's schedule, Proponent will notify DTSC's Project Manager 10 days prior to the scheduled action or submittal date. If DTSC is unable to meet the activity's schedule, DTSC will notify Proponent 10 days prior to the scheduled action or submittal date.

21. Incorporation of Exhibits, Plans and Reports. All exhibits are incorporated into this Agreement by reference. All plans, schedules and reports that require DTSC's approval and are submitted by Proponent pursuant to this Agreement are incorporated in this Agreement upon DTSC's approval.

22. Reservation of Rights. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies under applicable laws to protect public health or the environment, including the right to recover its costs incurred therefor. Proponent reserves all of its statutory and regulatory rights, defenses and remedies available to the Proponent under applicable laws.

23. Non-Admission of Liability. By entering into this Agreement, Proponent does not admit to any finding of fact or conclusion of law set forth in this Agreement or any fault or liability under applicable laws.

24. Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a covenant not to sue, release or satisfaction from liability by DTSC for any condition or claim arising as a result of Proponent's past, current, or future operations or ownership of the Site.

25. Government Liabilities. The State of California or DTSC shall not be liable for any injuries or damages to persons or the Site resulting from acts or omissions by Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California or DTSC be held as a party to any contract entered into by Proponent or its agents in carrying out the activities pursuant to this Agreement.

26. Third Party Actions. In the event that Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, Proponent shall notify DTSC in writing within 10 days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

27. California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

28. Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining provisions of the Agreement.

29. Parties Bound. This Agreement applies to and is binding, jointly and severally, upon Proponent and its agents, receivers, trustees, successors and assignees, and upon DTSC and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement. Proponent shall ensure that its contractors, subcontractors and agents receive a copy of this Agreement and comply with this Agreement.

30. Effective Date. The effective date of this Agreement is the date of signature by DTSC's authorized representative after this Agreement is first signed by Proponent's authorized representative. Except as otherwise specified, "days" means calendar days.

31. Representative Authority. Each undersigned representative of the party to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the party to this Agreement.

32. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document. This Agreement and documents related to it may be executed and transmitted by facsimile or pdf copy, which copies shall be deemed to be, and utilized in all respects as, an original. However, Proponent must provide the wet-inked signed original of each counterpart to DTSC by mail within 14 calendar days of signing.

Date: _____

Hortensia Muniz-Ghazi
Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control

Date: _____

Brian McMinn
Representative
City of Marina

LIST OF EXHIBITS TO THE AGREEMENT

EXHIBIT A: SITE LOCATION MAP

EXHIBIT B: SITE DIAGRAMS

EXHIBIT C: SCOPE OF WORK

EXHIBIT D: COST ESTIMATE FOR DTSC OVERSIGHT SERVICES

EXHIBIT E: CALENDAR OF TASKS AND SCHEDULE

EXHIBIT A SITE LOCATION MAP

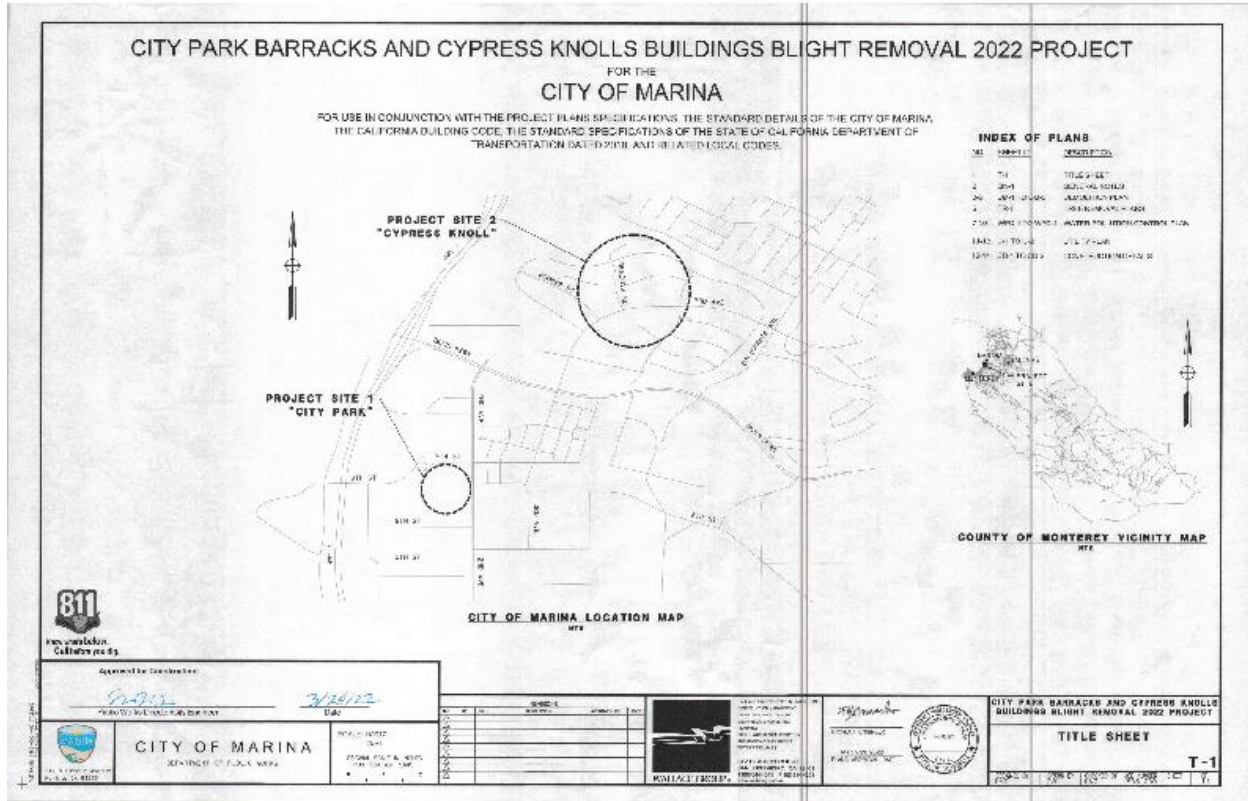
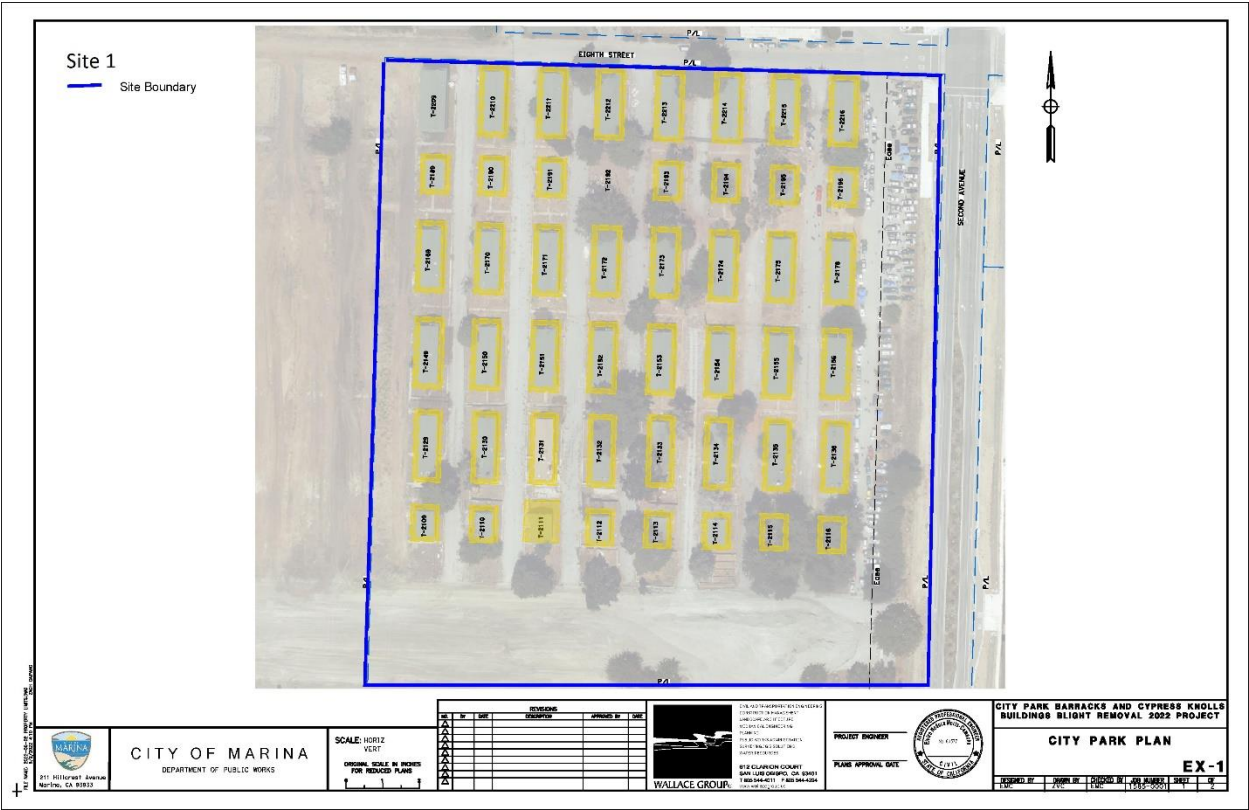


EXHIBIT B
SITE DIAGRAMS



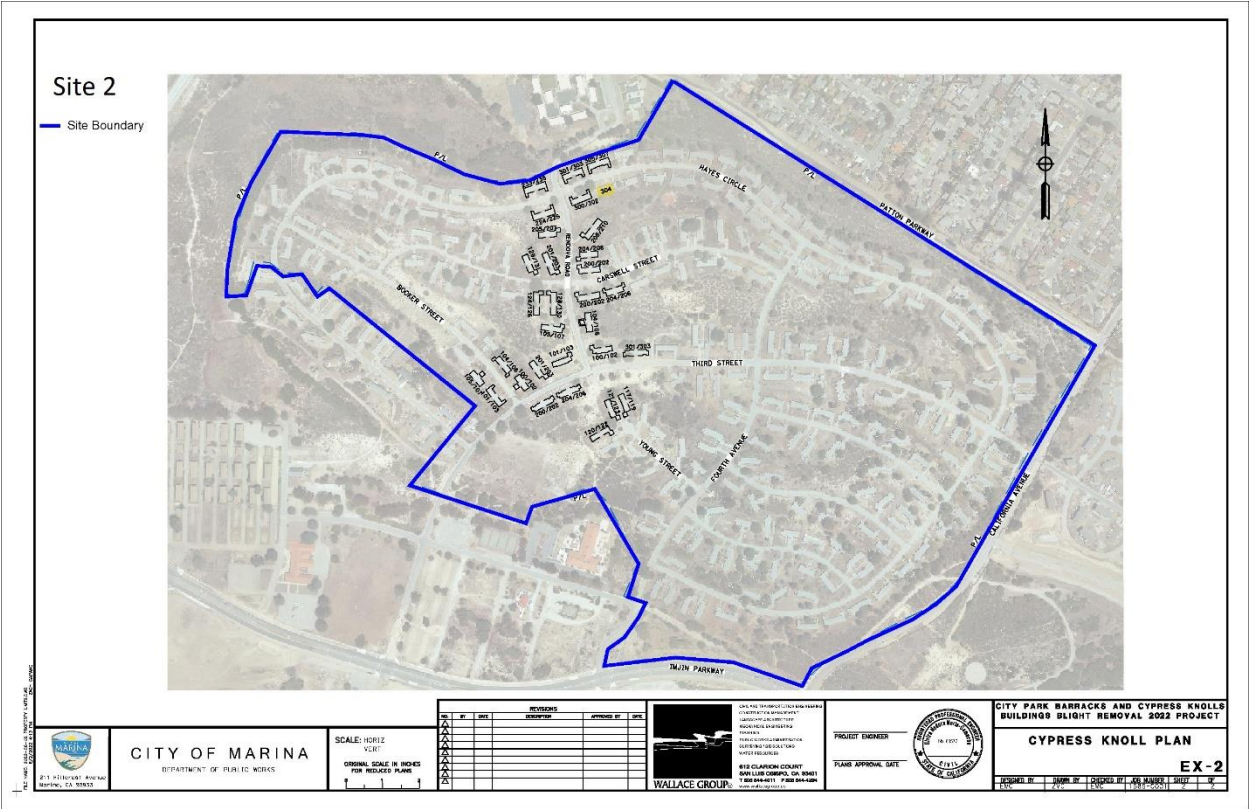


EXHIBIT C

SCOPE OF WORK

The following tasks will be completed as part of this Agreement:

TASK 1 Document Review

Proponent will submit to DTSC available background information, environmental assessment reports, and any other information pertinent to the hazardous substance management, release, characterization, and/or cleanup of the Site. DTSC may review some or all the information to identify areas and media of concern and to determine the additional work, if any, required to complete the investigation (which includes assessment/evaluation activities not requiring field sampling) and/or remediation of the Site. Proponent may also provide environmental investigation and/or cleanup-related documents for a specific review to determine if actions conducted without DTSC oversight were protective of human health and the environment. The information submitted by Proponent shall be reviewed for conformance with DTSC standards for quality assurance/quality control, investigation, and remediation.

Based on DTSC's review, these documents may be considered to be Preliminary Endangerment Assessment equivalent documents.

Subsequent to its review, DTSC may issue correspondence to the Proponent describing deficiencies of the environmental investigation or cleanup, indicate a limited concurrence with the findings, or make a different determination based on specific circumstances and documents included in the review. For projects where the scope of work is limited to document review only, a formal scoping meeting may not be required, based on mutual agreement between DTSC and the Proponent.

Documents included in this task are:

1. Removal Action Workplan, Northgate Environmental Management, Inc., 2006
2. Update Information for the Removal Action Workplan, West Environmental Services and Technology, 2020

TASK 2 Scoping Meeting

Scoping meetings are required for all voluntary projects where investigation or cleanup is an anticipated aspect of the scope of work; these are conducted shortly after the agreement has been executed, or depending on specific circumstances, may be held during the agreement-negotiation period. During the scoping meeting, potential issues, concerns, opportunities to optimize and expedite the investigation (which includes assessment/evaluation activities not requiring field sampling) and cleanup process, as applicable, and end-points/exit criteria will be discussed.

An abbreviated version of the scoping meeting is recommended prior to submittal of work plans, reports and cleanup plans to ensure that both the Proponent and DTSC are moving forward with clear and well-defined expectations.

The following elements may be addressed during the Scoping Meeting:

- a) **Site Objectives:** current and proposed future land uses and redevelopment plans and timetables, etc.
- b) **Site History:** historic operations and land uses, chemical uses, hazardous substance releases, permits, etc.
- c) **Conceptual Site Model:** identification of size, location, geology, lithology, hydrogeology, areas of concern, contaminants of concern, recognized environmental conditions, historic sampling locations and results, data gaps, risk assessments, offsite concerns, etc.
- d) **Scope of Work:** scope of work (phases) as specified in the Agreement based on the available information and preliminary document review; may include discussion about the cleanup determination (e.g., “No Further Action”) and decision document proposed for the Site, e.g., Preliminary Endangerment Assessment, Removal Action Work Plan for removal action with costs below \$2 million, or Remedial Action Plan for projects exceeding \$2 million in capital costs, or proposing innovative technologies, etc.
- e) **Data Quality Objectives and Remedial Action Objectives:** discussion of specific Data Quality Objectives to ensure that appropriate data of sufficient quality is collected to facilitate decision-making; discussion of potential cleanup goals and objectives.
- f) **Risk Assessment and Models:** evaluation of published screening levels, if available and appropriate, or use of project-specific risk assessments; discuss risk management and risk communication strategies.
- g) **California Environmental Quality Act (CEQA) requirements:** identification of project-specific requirements where applicable, e.g., cultural resources, traffic concerns, ecological resource protection, etc.; identify what DTSC’s CEQA role is predicted to be, which documents will be developed, and how to integrate CEQA needs within the overall schedule.
- h) **Public Participation & Tribal Outreach:** discussion of community and tribal involvement and public outreach process, methods, translation needs, and schedule.
- i) **Schedule:** agreed-upon submittal and review dates and timelines for work plans, fact sheets, reports and other key documents; development of optimal sequencing of activities to efficiently reach project goals.

- j) **Resources:** Review checklists, quick reference sheets, and templates are available for use by those developing documents for DTSC review and approval. (These tools will be periodically updated and may be made available to Proponents by the DTSC Project Manager)
- k) **Exit Strategy & Completion of Agreement:** proposed future land use, Site acquisition and construction dates, funding limitations or requirements, approval for occupancy, etc. to ensure alignment of Proponent and DTSC goals.
- l) **Site Visit:** A visit to the Site will be conducted to verify and confirm current conditions and project discussions; the visit may take place on the same date as the scoping meeting. Subsequent visits may be needed if Site conditions change, if new staff are assigned, or for field oversight.

TASK 3 Sampling and Analysis Plan

The Proponent shall provide a sampling and analysis plan (SAP) for the site following the conditions of the 2006 RAW and the 2020 SAP approved for this site.

TASK 4 Implementation of Remedy

Upon DTSC approval of the SAP, the Proponent shall implement the remedy, as approved in the 2006 RAW.

TASK 5 Remedial Action Completion Report

Proponent shall submit a report documenting the implementation of the final RAW noting any deviations from the approved plan.

During implementation of the final RAW, DTSC may specify such additions, modifications and revisions to the RAW as deemed necessary to protect human health and safety or the environment or to implement the RAW.

EXHIBIT D COST ESTIMATE

COST ESTIMATE WORKSHEET

Type of Agreement: Voluntary Cleanup Agreement

Date: 6/7/2022

Site Name: Fort Ord, City of Marina Parcels

Site Code: 202420

DTSC Project Team	VCP Coord.	Project Management	Supervision	Toxicology	Geology	Industrial Hygienist	Project Assistants	
Classification (personnel)	Sr. ES	EG	SR. EG	Staff Toxicologist	Engineering Geologist	Assoc IH	Associate Program Analyst	Office Technician (Typing)
Agreement Prep./Negotiation	5	5	2					2
Project Management		20	4					
Scoping Meeting		2	2					
Site Visit		10				1		
Sampling and Analysis Plan		10	2	10	10			2
Review Background Information		5	1					1
Removal Action Completion Report		20	2	10	10			2
Certification		5	1					2
Total No. Hours/Class	5	77	14	20	20	1	0	9
Hourly Rate/Class	\$213	\$257	\$301	\$251	\$257	\$213	\$157	\$96
Cost/Class	\$1,065	\$19,789	\$4,214	\$5,020	\$5,140	\$213	\$0	\$864
Subtotal	\$36,305							
Contingency (10%)	\$3,631							
Grand Total Cost	\$39,936							
Advance Payment	\$19,968							

EXHIBIT E
CALENDAR OF TASKS AND SCHEDULE

Activity	Schedule
Scoping Meeting	During Agreement negotiation, or shortly after Agreement execution based on DTSC evaluation of project needs
Advance Payment	Within 10 days of Agreement execution
Proponent provides ownership confirmation	Within 10 days of Agreement execution
Sampling and Analysis Plan (SAP)	Within 60 days of Agreement Execution
Lead Sampling and Removal Activities	Within 30 days of DTSC approval of SAP
Submit Lead Sampling and Removal Activity Completion Report (RACR)	Within 60 days of completion of field work ²
DTSC decision on Lead Sampling and Removal Activity Completion Report (RACR)	Within 30 days of receipt by DTSC ¹ . May include recommendation for further investigation or cleanup, no further action, or no further action with conditions.
Invoices	DTSC issues quarterly
Cost estimate and Scope of Work Updates and Amendments	DTSC updates the scope and cost estimate annually, or as needed, based on work needed to complete the Agreement. Amendments are issued on an as-need basis.

(1) Note that DTSC approvals in the target timeframes are contingent upon receiving documents that meet industry standards, comply with DTSC's direction, and that responses to DTSC questions and/or comments are received in a timely manner.

(2) If workplan activities are not initiated within six months of the date of DTSC approval, DTSC may require additional investigation, public participation activities, and/or revision to the document.

TABLE 1 - CITY PARK (PROJECT SITE 1)

TEMP ADDRESS	PREV USE	BLDG TYPE	APPROX AREA (SF)	NOTES	PRELIM SOIL SAMPLE	
					SAMPLE No.	LEAD CONT (mg/ kg)
T-2109	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2109	226
T-2111	HQ	B1-SINGLE STORY		BURNED, ABATE AND REMOVED DEBRIS	S.2111	75.1
T-2112	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2112	228
T-2113	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2113	113
T-2114	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2114	229
T-2115	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2115	93.6
T-2116	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2116	123
T-2110	HQ	B1-SINGLE STORY	1000	ABATE AND REMOVE BUILDING, INCLUDING SHED	S.2110	226
T-2189	ARM STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2189	601
T-2190	HQ	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2190	73.8
T-2191	ARMS STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2191	601
T-2192	ARMS STORAGE	B1-SINGLE STORY		DEMOLISHED, REMOVE AND DISPOSE OF TEMPORARY STRUCTURES AND SITE DEBRIS	S.2192	
T-2193	ARMS STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2192	52
T-2194	ARMS STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2193	373
T-2195	HQ	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2195	34.7
T-2196	HQ	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2196	281
T-2129	DAY ROOM	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2129	135
T-2130	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2130	105
T-2131	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2131	143
T-2132	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2132	44.2
T-2133	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2133	161
T-2134	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2134	79.2
T-2135	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2135	169
T-2136	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2136	96
T-2149	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2149	106
T-2150	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2150	719
T-2151	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2151	156
T-2152	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2152	208
T-2153	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2153	102
T-2154	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2154	177
T-2155	OPERATIONS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2155	206
T-2156	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2156	199
T-2169	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2169	89.2
T-2170	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2170	1430
T-2171	BARACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2171	134
T-2172	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2172	86.4
T-2173	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2173	366
T-2174	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2174	67.1
T-2175	OPERATIONS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2175	82.1
T-2176	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2176	108
T-2209	BARRACKS	B3-TWO STORY		BURNED, NO WORK REQUIRED		
T-2210	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2210	122
T-2211	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2211	165
T-2212	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2212	195
T-2213	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2213	520
T-2214	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2214	168
T-2215	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2215	154
T-2216	HQ	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2216	149

NOTES:

- 1

CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING BUILDING DIMENSIONS.
- 2

INSTALL TEMPORARY SECURITY CHAINLINK FENCE AROUND THE PERIMETER OF THE JOBSITE. CONTRACTOR MAY UTILIZE EXISTING CHAINLINK FENCE. EXISTING FENCE THAT IS USED SHALL BE PROTECTED DURING EXECUTION OF WORK AND SHALL BE RESTORED TO EQUAL OR BETTER CONDITION.
- 3

CONTRACTOR SHALL INSTALL ALL NECESSARY BMPS SHOWN ON THE SWPPP. SEE WPC SHEETS.
- 4

TREES TO BE REMOVED OR TRIMMED, SEE SHEET TR-1.
- 5

ALL BUILDINGS SHALL BE ABATED AS DESCRIBED IN TABLE 1 AND PER SPECIFICATIONS. ABATED BUILDINGS AND OTHER SITE DEBRIS SHALL BE REMOVED AND PROPERLY DISPOSED.

- 6

BURNT CAR TO BE REMOVED AND DISPOSED PROPERLY.
- 7

ALL DRUMS TO BE DISPOSED AS HAZADOUS MATERIAL. CONTRACTOR HAS OPTIONS TO TEST CONTENTS AND DISPOSE ACCORDIANGLY.
- 8

EXISTING ROADWAYS, CURB AND CUTTER ON THE JOBSITE SHALL BE REMOVED AND DISPOSED/RECYCLED (ADDITIVE ALTERNATIVE BID).
- 9

ALL WALKWAYS, STAIRS AND RETAINING WALLS ON THE JOBSITE SHALL BE REMOVED AND DISPOSED/RECYLCED (ADDITIVE ALTERNATIVE BID).
- 10

SOIL REMEDIATION SHOWN IS BASED ON PRELIMINARY SAMPLE RESULTS. ADDITIONAL TESTING SHALL BE PERFORMED BY THIRD PARTY CONSULTANT HIRED BY THE CITY.

LEGEND:

9" SOIL REMEDIATION, SEE SHEET DM-3



CITY PARK PLAN
NTS

REVISED DM-1 PER ADDENDUM No. 5



211 Hillcrest Avenue
Marina, CA 93933

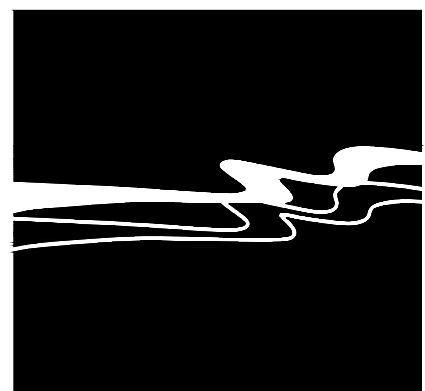
CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS

SCALE: HORIZ
VERT

ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

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REVISIONS				
NO.	BY	DATE	DESCRIPTION	APPROVED BY
1		5/05/22		
2				
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E. J. M. M. M.
PROJECT ENGINEER

May 5, 2022
PLANS APPROVAL DATE



CITY PARK BARRACKS AND CYPRESS KNOLLS
BUILDINGS BLIGHT REMOVAL 2022 PROJECT

DEMOLITION PLAN

DM-1

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	SHEET	OF
EMC	ZVC	EMC	1585-0001	3	14

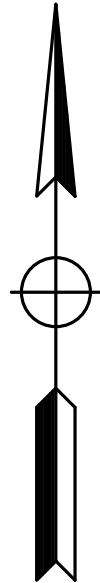
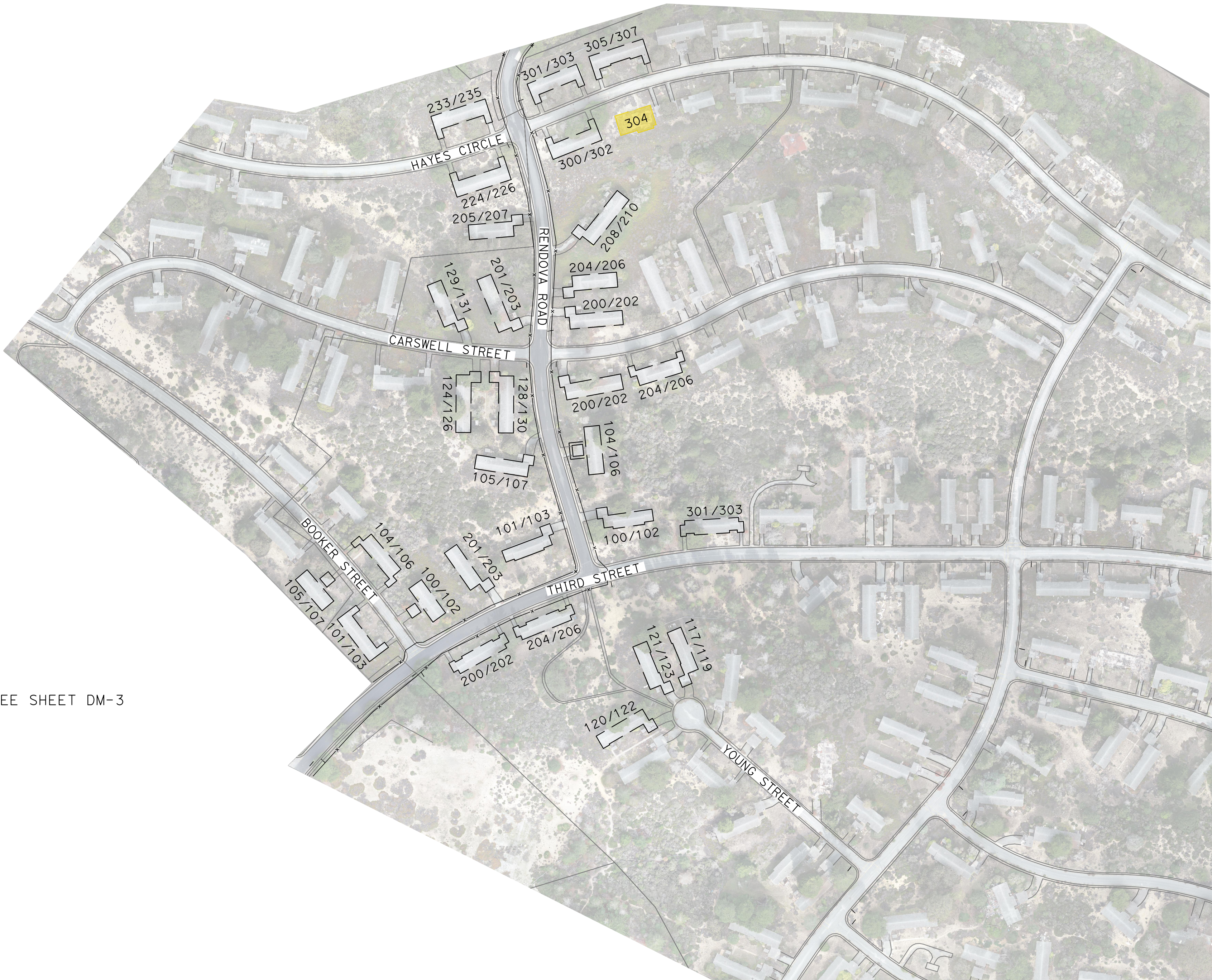


TABLE 2 - CYPRESS KNOLL (PROJECT SITE 2)

TEMP ADDRESS	PREV USE	BLDG TYPE	APPROX AREA (SF)	NOTES
224 & 226 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
233 & 235 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
300 & 302 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
301 & 303 HAYES CIRLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
304 HAYES CIRCLE	BARRACKS	B1-SINGLE STORY		PARTIALLY BURNED, ABATE AND REMOVE REMAINING DEBRIS
305 & 307 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
124 & 126 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
128 & 130 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
129 & 131 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
200 & 202 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
204 & 206 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
100 & 102 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
101 & 103 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
104 & 106 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
105 & 107 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
200 & 202 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
201 & 203 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
204 & 206 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
205 & 207 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
208 & 210 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
200 & 202 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
201 & 203 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
204 & 206 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
301 & 303 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
100 & 102 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
101 & 103 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
104 & 106 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
105 & 107 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
117 & 119 YOUNG STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
120 & 122 YOUNG STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
121 & 123 YOUNG STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING



NOTES:

- 1
- CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING BUILDING DIMENSIONS.
- 2
- INSTALL TEMPORARY SECURITY CHAINLINK FENCE AROUND THE PERIMETER OF BUILDING WHERE WORK IS EXECUTED. CONTRACTOR MAY RELOCATE SECURITY FENCE TO THE NEXT BUILDING WHERE WORK IS EXECUTED. CONTRACTOR MAY UTILIZE EXISTING CHAINLINK FENCE. EXISTING FENCE THAT IS USED SHALL BE PROTECTED DURING EXECUTION OF WORK AND SHALL BE RESTORED TO EQUAL OR BETTER CONDITION.
- 3
- INSTALL TEMPORARY SECURITY CHAINLINK FENCE ROUND THE PERIMETER OF BUILDING WHERE WORK IS EXECUTED. CONTRACTOR MAY RELOCATE SECURITY FENCE TO THE NEXT BUILDING WHERE WORK IS EXECUTED.
- 4
- CONTRACTOR SHALL INSTALL ALL NECESSARY BMPS SHOWN ON THE SWPPP. SEE WPC SHEETS.
-
- TREES TO BE REMOVED OR TRIMMED, SEE SHEET TR-1.
- 5
- ALL BUILDINGS SHALL BE ABATED AS DESCRIBED IN TABLE 2 AND PER SPECIFICATIONS. ABATED BUILDINGS AND OTHER SITE DEBRIS SHALL BE REMOVED AND PROPERLY DISPOSED.
- 6
- SOIL REMEDIATION SHOWN IS FOR BUILDING 304. SOIL REMEDIATION FOR THE REMAINING BUILDINGS TO BE DEMOLISHED SHALL BE DETERMINED AFTER ADDITIONAL SOIL TESTING.

LEGEND:

9" SOIL REMEDIATION, SEE SHEET DM-3

CYPRESS KNOLL PLAN
NTS

REVISED DM-2 PER ADDENDUM No. 5



211 Hillcrest Avenue
Marina, CA 93933

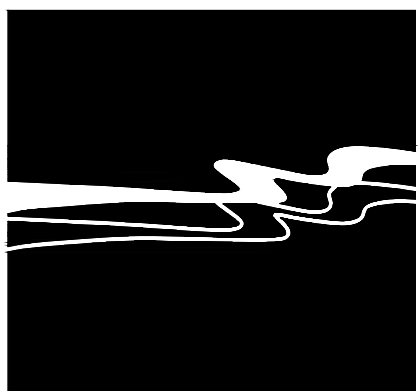
CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS

SCALE: HORIZ
VERT

ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

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REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
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E. J. M. M. M.
PROJECT ENGINEER

May 5, 2022
PLANS APPROVAL DATE



CITY PARK BARRACKS AND CYPRESS KNOLLS
BUILDINGS BLIGHT REMOVAL 2022 PROJECT

DEMOLITION PLAN

DM-2

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	SHEET	OF
EMC	ZVC	EMC	1585-0001	4	14

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 6, 2022

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2022-, APPROVING PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF MARINA AND BKF ENGINEERS FOR PROGRAM MANAGEMENT AND ON-CALL DESIGN SERVICES, AND A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND GHIRARDELLI ASSOCIATES FOR ON-CALL CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION SERVICES, FOR THE PAVEMENT RESURFACING AND REHABILITATION PROGRAM, 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:

1. Consider adopting Resolution No. 2022-, approving professional services agreements between the City of Marina and BKF Engineers for program management services (“**EXHIBIT A**”) and on-call design services (“**EXHIBIT B**”); and
2. Approving a professional services agreement between the City of Marina and Ghirardelli Associates for on-call construction management and construction inspection services (“**EXHIBIT C**”) for the pavement resurfacing and rehabilitation program, and;
3. Authorizing the City Manager to execute the agreements on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The City’s 156 lane miles of streets are in varying states of deterioration and in need of maintenance. Resurfacing of this infrastructure is approved by City Council as a priority for FY 21-22 and FY 22-23. Improving the pavement network enhances the ride quality and convenience of residents. Also, it reduces the fuel and maintenance cost of vehicles driving in the network. From the life cycle cost perspective, due to the high cost of pavement reconstruction, the sooner the City controls the deterioration of the street network the more money will be saved for future fiscal years. To accomplish this, streets are selected based on the pavement management program analysis to provide the greatest benefit within the given budget. The objective of this program is to enhance the Pavement Condition Index (PCI) of the street network to at least 70 PCI.

The City Council approved a two-year Capital Improvement Program (CIP) Budget on Nov 16, 2021. The funding for the repair and maintenance of City streets includes \$660,00 from the Measure X, \$1,600,000 from the General Fund, and \$400,000 from Senate Bill 1 Road Maintenance and Rehabilitation Account funds which provide a total of \$2,660,000 per year for FY 21-21 and FY 22-23.

On February 15, the City Council approved the release of the RFP for the pavement resurfacing and rehabilitation program management. The staff received five Statement of Qualifications (SOQs), and four were selected for the interview process. Staff held an interview session on April 22 to evaluate the qualifications of consultants based on their presentations. According to the evaluation results obtained from the review of SOQs and interview panel, the staff has selected BKF Engineers along with Girardelli Associates as the most qualified firms for this program.

On May 17, 2022, City Council approved providing \$11.5 million as one-time funding for pavement projects from a bond secured by the Measure X funding source the City will receive. The most efficient strategy represented by staff was through a lease revenue financing, with the specific financing instrument called a certificate of participation, representing an interest in the lease payments to be made by the City and is, in effect, a tax-exempt bond. This form of financing will be legally secured by the City's General Fund, although all debts will be paid from the Measure X sales tax revenues.

On June 16, the City sold all the certificates of participation in the market and was able to provide the scheduled \$11.5 million by July 7th.

ANALYSIS:

The City regularly enters into various professional services contracts during the course of business to support the delivery of capital improvements. A program management services contract with a consulting firm is one method to increase the capacity for resurfacing and rehabilitation of the 156 lane miles of City streets.

Staff recommends that the City enters into agreements with BKF Engineers for program management services and on-call design services. Staff also recommends that the City enter into an on-call agreement with Ghirardelli Associates for construction management and inspection services. Services will include all of the functions of city staff related to project delivery. The program management contract will include public outreach and website information updates related to the street program. Actual costs for design, and construction management and construction inspection services will not be known at the outset of the program management contract. As projects progress through design and construction, the effort to design and inspect projects will be defined, and services will be provided through a work order issued under the on-call contracts.

Staff recommends that the contract terms for all three agreements be set for two years to expire on June 30, 2024, with an option to extend for an additional one year. Also, the payment method for all three agreements will be on the time-and-material basis. The not-to-exceed limit for the program management services contract will be \$681,236.00, which is 4 percent of the total construction cost of the program (draft agreement attached as **"EXHIBIT A"**). The not-to-exceed limit for the on-call design services contract will be \$1,600,000, which is anticipated to be 10 percent of the total construction cost (draft agreement attached as **"EXHIBIT B"**). Also, the limit for on-call construction management and inspection services will be \$1,600,000, which is 10 percent of the total construction cost (draft agreement attached as **"EXHIBIT C"**). The resulting agreements will allow the City to use the expertise and capabilities of a pavement project consulting team to increase project quality and delivery capacity

FISCAL IMPACT:

Projects to be managed and delivered under the recommended contracts are funded within the Capital Improvement Program. Project management and delivery are included within funded projects. All work orders issued under the on-call professional services contracts will be funded through the approved Capital Improvement Program.

CONCLUSION:

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

Saber Messhenas
Assistant Civil Engineer
City of Marina

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF MARINA APPROVING PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF MARINA AND BKF ENGINEERS FOR PROGRAM MANAGEMENT AND ON-CALL DESIGN SERVICES, AND A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND GHIRARDELLI ASSOCIATES FOR ON-CALL CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION SERVICES, FOR THE PAVEMENT RESURFACING AND REHABILITATION PROGRAM, 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 City's 156 lane miles of streets are in varying states of deterioration and in need of maintenance. And improving the pavement network, enhances the ride quality and convenience of residents. Also, it reduces the fuel and maintenance cost of vehicles driving in the network. From the life cycle cost perspective, due to the high cost of pavement reconstruction, the sooner City controls the deterioration of the street network the more money will be saved for future fiscal years; and

WHEREAS, the City Council approved a two-year Capital Improvement Program (CIP) Budget on Nov 16, 2021. The funding for the repair and maintenance of City streets includes \$660,00 from the Measure X, \$1,600,000 from General Fund, and \$400,000 from Senate Bill 1 Road Maintenance and Rehabilitation Account funds which provides a total of \$2,660,000 per year for FY 21-21 and FY 22-23; and

WHEREAS, on May 17, 2022 City Council approved to provide \$11.5 million as one-time funding for pavement projects from a bond secured by the Measure X funding source that the City will be receiving. The most efficient strategy represented by Finance Department was through a lease revenue financing, with the specific financing instrument called a certificate of participation, representing an interest in the lease payments to be made by the City and is, in effect, a tax-exempt bond. This form of financing will be legally secured by the City's General Fund, although all debts will be paid from the Measure X sales tax revenues; and

WHEREAS, on February 15, the City Council approved the release of the RFP for the pavement resurfacing and rehabilitation program management. The staff received five Statement of Qualifications (SOQs), and four were selected for the interview process. Staff held an interview session on April 22 to evaluate the qualifications of consultants based on their presentations. According to the evaluation results obtained from the review of SOQs and interview panel, the staff has selected BKF Engineers along with Girardelli Associates as the most qualified firms for this program; and

WHEREAS, on May 17, 2022, City Council approved providing \$11.5 million as one-time funding for pavement projects from a bond secured by the Measure X funding source the City will receive. The most efficient strategy represented by staff was through a lease revenue financing, with the specific financing instrument called a certificate of participation, representing an interest in the lease payments to be made by the City and is, in effect, a tax-exempt bond. This form of financing will be legally secured by the City's General Fund, although all debts will be paid from the Measure X sales tax revenues; and

WHEREAS, on June 16, the City sold all the certificates of participation in the market and was able to provide the scheduled \$11.5 million by July 7th; and

WHEREAS, the City regularly enters into various professional services contracts during the course of business to support the delivery of capital improvements; and

WHEREAS, staff recommends that the City enters into agreements with BKF Engineers for program management services and on-call design services. Staff also recommends that the City enter into an on-call agreement with Ghirardelli Associates for construction management and inspection services. Actual costs for design, and construction management and construction inspection services will not be known at the outset of the program management contract. As projects progress through design and construction, the effort to design and inspect projects will be defined, and services will be provided through a work order issued under the on-call contracts; and

WHEREAS, Staff recommends that the contract terms for all three agreements be set for two years to expire on June 30, 2024, with an option to extend for an additional one year. Also, the payment method for all three agreements will be on the time-and-material basis. The not-to-exceed limit for the program management services contract will be \$681,236.00, which is 4 percent of the total construction cost of the program (draft agreement attached as "EXHIBIT A"). The not-to-exceed limit for the on-call design services contract will be \$1,600,000, which is anticipated to be 10 percent of the total construction cost (draft agreement attached as "EXHIBIT B"). Also, the limit for on-call construction management and inspection services will be \$1,600,000, which is 10 percent of the total construction cost (draft agreement attached as "EXHIBIT C"). The resulting agreements will allow the City to use the expertise and capabilities of a pavement project consulting team to increase project quality and delivery capacity; and

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

1. Approve professional services agreements between the City of Marina and BKF Engineers for program management services ("EXHIBIT A") and on-call design services ("EXHIBIT B"); and
2. Approve a professional services agreement between the City of Marina and Ghirardelli Associates for on-call construction management and construction inspection services ("EXHIBIT C") for the pavement resurfacing and rehabilitation program, and;
3. Authorize the City Manager to execute the agreements 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 6th day of July 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
AGREEMENT FOR PROGRAM MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into on _____ July _____, 2022, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and BKF Engineers, 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 for program management services for the Pavement Resurfacing and Rehabilitation Program, hereinafter referred to as the "Project."
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. 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, 2024, 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 [REDACTED], 2022. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed Six Hundred Eighty One Thousand Two Hundred Thirty Six dollars (\$681,236.00) in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or 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 Public Works Director/City Engineer Mr. Brian McMinn who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Marcelo Casentino 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: Ms. Erin Harwayne, AICP (Project Manager)

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors other than those set forth in Exhibit A section 2, 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 reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. **Conflict of Interest.**

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

(b) City understands and acknowledges that Contractor may be, as of the date of

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

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

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

12. Non-Discrimination.

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

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

13. Indemnification & Hold Harmless.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance 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 "C" "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written

notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

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

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

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

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

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

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

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

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

20. Compliance With Laws.

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

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work., 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: BKF Engineers
307 Main St, Ste. 120
Salinas, CA 93901
Phone: (831) 205-5880

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.

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

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

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

CITY OF MARINA

CONTRACTOR

By: _____

By: _____

Name: Layne Long

Name: _____

Its: City Manager

Its: _____

Date: _____

Date: _____

Approved as to form:

By: _____
City Attorney

EXHIBIT A

Scope of Work

DRAFT

Date 6/20/2022
BKF No 20220331



Brian McMinn
Public Works Department
City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Transmitted Via Email

**Subject: City of Marina Pavement Resurfacing and Rehabilitation Program
BKF Engineers Scope of Services for Program Management**

Dear Mr. McMinn:

BKF Engineers welcomes the opportunity to submit this scope of work for program management services associated with the Pavement Resurfacing and Rehabilitation Program Delivery (Program) for the FY 22-23 and FY23-24 Capital Improvement Program (CIP) in the City of Marina, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

I. PROJECT UNDERSTANDING

Based on your Request for Qualifications for Pavement Resurfacing and Rehabilitation Program and information obtained from the meeting with the City on 5/12/2022, we understand the project as:

Provide supporting program management services related to delivery the City of Marina's Pavement Resurfacing and Rehabilitation Program to support City staff when it comes to the delivery pavement rehabilitation and resurfacing projects including the following:

- *Managing the public bidding process for projects in the program;*
- *project definition;*
- *writing staff reports;*
- *Reviewing consultant and contractor pay requests for accuracy;*
- *maintaining an informational webpage;*
- *preparing notices of completion; and*
- *public outreach and notification;*
- *Preparing work orders for on-call consultant or contractor;*
- *Preparing the "Trenching and Road Cut Moratorium".*

Based on our meeting discussion, we understand a separate design master contract and separate construction management/inspection master contract will be executed with BKF Engineers and Ghirardelli, respectively; neither is included in this scope of work.

As part of this master contract between the City and BKF for Program Management Services, it is assumed that individual task orders are based on a time and materials (T&M), not to exceed (NTE) basis, based on the anticipated work summarized in this scope of services. . Since each task order project is unique and based on requirements, complexity, and schedule, may or may not require the same scope items summarized above, and

additional scope tasks, budget, or scope augmentation may be required. BKF will alert the City when task order adjustments are needed under a formal additional services request (ASR).

II. BASIS OF DESIGN

Our proposal is based on the following:

1. Highlighted scope of work sent by the City on 5/2/2022 and follow-up conference call meeting on 05/12/2022.
2. Task 1 and 6 would be under the initial task order. Tasks 2 through 5 will be combined and covered by individual task orders on a per-project basis.
- 3.

III. SCOPE OF SERVICES

TASK 1: PROGRAM MANAGEMENT (Pre-Bid Phase)

For purposes of this task, BKF has assume 4 projects per year in the Program with a construction budget of \$8.5M for the first year and \$7.7M for the second year.

1. Kickoff Meeting: BKF will schedule a virtual kickoff meeting with key City staff and consultant management team to confirm procedures, communication, documentation, reports, deliverables, etc.
2. Documents Library: BKF will obtain the latest City project files and assemble a library of City's documents, design standards and specifications for the program management team's reference.
3. Project Packaging/Implementation Plan: BKF will work with the City to develop an implementation plan, prioritizing and combining project locations (streets) into reasonable design Projects for delivery. BKF's packaging and implementation plan will be in coordination and in consideration of the overall funding and the master schedule.
4. Project Review: BKF will review each programmed project for missing information; update budgets, schedule, funding, status, and phasing. Projects in the pavement resurfacing and rehabilitation program will be prioritized for efficient project delivery.
5. Stakeholder Identification: BKF will identify external factors (regulations, permits, right of way); constraints (environmental, funding); and stakeholders (community groups, other departments, property owners) for each project.
6. Project Review and Approval Process: BKF will schedule a virtual meeting with the City to confirm the project review and approval process including review of professional services and cost proposals.
7. Project Invoicing: BKF will coordinate with the City for administration and project accounting to process consultant and contractor pay requests. It is assumed that all communications and requests will be via email.
8. Monthly Status Reports: BKF will provide monthly status reports on project delivery for active projects. For purposes of this task, BKF has assume 4 projects per year.
9. Miscellaneous – Learn Marina's purchase and procurement rules; process for obtaining approvals and permits.

TASK 2: PROGRAM MANAGEMENT (Design Phase)

1. Determine Permit Requirements: BKF will work with the City to identify and review permit requirements for each project. Permits may be required for work within Caltrans and Monterey County jurisdictions.



2. Design Submittal Reviews: BKF will review design submittals prepared by other consultants (assume review of 30% plans, 60% PS&E, and 90% PS&E submittals for up to 2 projects per year). At the 90% submittal review, BKF will flag items for constructability review by Ghirardelli (via their Construction Management Contract).
3. Bid Documents Reviews: BKF will review 100% Bid Documents prepared by other design consultants and coordinate with the City for signatures (assume reviews for up to 2 projects per year).
4. Progress Payments: BKF will review invoices submitted by design consultants via email using the system established in Task 1 with the City.

TASK 3: PROGRAM MANAGEMENT (Bidding Phase, based on a per-project basis)

1. Bid List: BKF will prepare an organized list identifying all invited bidders on a given project.
2. Pre-bid Meetings: BKF will work with the City to coordinate and attend up to one in-person Pre-bid meeting for each project. We will prepare the Pre-bid Meeting agenda and assist the City and design consultant in facilitating the meeting and providing project information during the meeting.
3. Issue for Bid: BKF will assist city staff in issuing the project for bid.
4. Coordinate RFI Responses: BKF will coordinate with the design consultant to provide response to bidder's questions on the issued for bid documents.
5. Prepare and Distribute Addendums: BKF will coordinate changes to the plans, specifications and work with the design consultant to prepare addendums during the bid period. It is assumed by BKF that up to one addendum will be prepared for each project.
6. Review and Evaluate Bids: BKF will assist the City in reviewing and evaluating bids received. BKF will be present at the bid opening and conduct the bid opening along with the city staff.
7. Staff Report for Award of Construction Contract: BKF will work with the City to prepare a draft and final staff report for award of construction contracts.

TASK 4: PROGRAM MANAGEMENT (Construction Phase)

While it is understood the Ghirardelli's Construction Manager (CM) will lead the City through the construction process, BKF's Program Manager will provide oversight to ensure the tasks are managed/completed.

1. Pre-construction Meeting: BKF will attend the preconstruction meeting for each project.
2. Progress Payments: BKF will work with the City and Construction Manager (CM) to review progress payments.
3. Evaluate Change Orders: BKF will work with the CM and City to evaluate change orders submitted by the contractor in coordination with the CM and make recommendations to the City.
4. Final Inspection: BKF will attend the final inspection and punch-list walkthrough of each project.

TASK 5: PROGRAM MANAGEMENT (Close-out Phase)

1. Project Record Closeout: BKF will prepare and issue project record closeout on behalf of the City.
2. Notice of Completion: BKF will prepare and file the notice of completion on behalf of the City.



TASK 6: PUBLIC OUTREACH AND NOTIFICATION

BKF, through its subconsultant Apex Strategies, has established the following tasks in support of the City's community outreach efforts for the Pavement Resurfacing and Rehabilitation Program.

1. **Develop Community Outreach Plan:** BKF, through its subconsultant Apex Strategies, will develop a Community Outreach Plan with the City.
2. **Develop and Maintain Informational Web Page:** BKF, through its subconsultant Apex Strategies and Applied Research Associates (ARA), will provide content for the informational web page for the Pavement resurfacing and Rehabilitation Program.
 - a. Graphics may include Pavement Condition Index Status and project maps that will be updated on a monthly basis.
 - b. BKF will host the Resurfacing and Rehabilitation Program landing page to be updated on a monthly basis.
 - c. BKF, through its subconsultant ARA, will develop content for the Program's website on a monthly basis to update the public on the status of the Program.
3. **Program Level Fact Sheet:** Prepare Program Fact sheet (assumes Spanish translation). PDF for download or use as handout, also posted as web content. Refresh as necessary, as agreed to in Outreach Plan.
4. **PowerPoint Presentation:** Prepare Program level PowerPoint for use by PW Director (updates as agreed to in the Community Outreach Plan).
5. **Noticing Templates:** Prepare Program level standard templates for use by Designers and Contractors (assumes Spanish translation).
6. **Media Outreach:** Prepare written press releases, pro-active outreach to Monterey Herald, MC Weekly, KSBW, KION, TAMC Cone Zone, etc. for placement of stories (at timing intervals agreed to in Community Outreach Plan).
7. **General Support:** Support for community and media inquiries coming to PW Department (research and/or return calls), create e-blast content for keep informed database (as agreed to in Outreach Plan).

IV. SCHEDULE

BKF will prepare a project tracking spreadsheet that will include target completion dates for design and construction of each project.

V. SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in this scope of work.

As part of this master contract between the City and BKF for Program Management Services, individual task orders for each pavement resurfacing and rehabilitation project based on a time and materials (T&M), not to exceed (NTE) basis, based on the anticipated work summarized in this scope of services. Since each task order project is unique and based on requirements, complexity, and schedule, may or may not require the same scope items

summarized above, and additional scope tasks, budget, or scope augmentation may be required. BKF will alert the City when task order adjustments are needed under a formal additional services request (ASR).

We understand that BKF will have no other obligations or responsibilities for the Program or Program Management except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

- 1) Items to be provided by the City: It is assumed by BKF that the City will provide record drawings, library of City documents, design standards, specifications, invoice update system, project review/approval process, resources to learn Marina's purchasing and procurement rules and other related documents.
- 2) Project Design: It is assumed by BKF that design services for projects under the Pavement Resurfacing and Rehabilitation Program will be prepared under a separate contract or by others.
- 3) Environmental Permitting and Studies: It is assumed by BKF that environmental permitting services and studies are not included in this scope of work.
- 4) Constructability Reviews: It is assumed by BKF that constructability review services for projects under the Pavement Resurfacing and Rehabilitation Program will be conducted under a separate contract
- 5) Construction Management and Inspection: It is assumed by BKF that construction management and inspection services for projects under the Pavement Resurfacing and Rehabilitation Program will be prepared under a separate contract
- 6) Community Outreach Assumptions: Per our coordination with the City, the program will not include or maintain City Nixle, NextDoor, or social media outlets. It is assumed that there will be no need for community meetings or mailers. Program effort is year around effort due to mild winters and variety of projects. This is a multi-year effort.
- 7) Informational Webpage: Per our coordination with the City, the informational web page will be hosted on BKF's current platform (no custom domain will be provided). If the City chooses to host the webpage on the City's platform, it is BKF's understanding that a liaison or facilitator will be provided to assist BKF in posting updates to the City's website. BKF will provide the updated content and information through the duration of this contract. Graphics and materials related to updates on the pavement condition (Pavement Condition Index) as it becomes available. If the City chooses to host the webpage on BKF's platform, it would be for the duration of the contract.
- 8) Pavement Condition Index: BKF assumes that the City will provide informational data for purposes of tracking the Pavement Condition Index (PCI) as it becomes available from the City's StreetSaver program.

VI. DELIVERABLES

Example of deliverables for a given project are as follows:

- Preparation of Community Outreach Plan and associated materials
- Material Content in support of the Program's informational web page including documents, maps, and graphics
- Preparation of agenda and minutes from Project meetings with the City
- Preparation of staff reports
- Prepare Notice to Proceed and Notice of Award.
- Notice of Completion

VII.COMPENSATION

1. BASE SCOPE OF WORK

BKF proposes to provide the services on a time and materials basis as summarized on the attached fee breakdown. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the City not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this Program with the City. Please contact me at (831) 205-5880 or mcosentino@bkf.com if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers



Marcelo Cosentino, PE
Associate

Attachments:

1. BKF Engineers Professional Service Rate Schedule
2. Fee Breakdown

EXHIBIT B

Hourly Rates

DRAFT

BKF ENGINEERS
PROFESSIONAL SERVICES RATE SCHEDULE

EFFECTIVE MARCH 28, 2022

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal/Vice President	\$272.00
Senior Associate/Vice President	\$244.00
Associate	\$237.00
Senior Project Manager Senior Technical Manager	\$237.00
Project Manager Technical Manager	\$231.00
Engineering Manager Surveying Manager Planning Manager	\$213.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$198.00
Project Engineer Project Surveyor Project Planner	\$174.00
Design Engineer Staff Surveyor Staff Planner	\$151.00
BIM Specialist I, II, III	\$151.00 - \$174.00 - \$198.00
Technician I, II, III, IV	\$144.00 - \$153.00 - \$168.00 - \$181.00
Drafter I, II, III, IV	\$113.00 - \$124.00 - \$134.00 - \$149.00
Engineering Assistant Surveying Assistant Planning Assistant	\$94.00
FIELD SURVEYING	
Survey Party Chief	\$198.00
Instrument Person	\$170.00
Survey Chainperson	\$127.00
Utility Locator I, II, III, IV	\$103.00 - \$146.00 - \$175.00 - \$199.00
Apprentice I, II, III, IV	\$78.00 - \$105.00 - \$116.00 - \$123.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$259.00
Senior Construction Administrator	\$225.00
Resident Engineer	\$167.00
Field Engineer I, II, III	\$151.00 - \$174.00 - \$198.00
PROJECT ADMINISTRATION	
Project Coordinator	\$126.00
Senior Project Assistant	\$109.00
Project Assistant	\$96.00
Clerical Administrative Assistant	\$81.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.



Exhibit C - Insurance

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

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

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

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

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

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

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

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to 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.

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

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

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

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

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

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage

and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

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

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

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

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

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

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

u) 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.

**CITY OF MARINA
AGREEMENT FOR ON-CALL DESIGN SERVICES**

THIS AGREEMENT is made and entered into on July, 2021, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and BKF Engineers, 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 for on-call design services associated with various City projects described generally by Exhibit A – Contractor shall provide services pertaining to City projects and shall perform standby and support services for City as determined by the City Engineer.
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services in accordance with the terms of individual service orders as set forth herein.
- C. 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. The Contractor shall be available to perform services under this Agreement as needed during the term of the Agreement. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) All work performed under this Agreement shall be authorized in advance and in writing by a specific Service Order prior to the commencement of services. Each Service Order given by the City shall describe the nature of the specific task or service to be performed by the Contractor, the time limit or estimated number of hours within which such task or service must be completed and the compensation for such task or service. Details shall include a description of the task or service which Contractor shall perform, the geographic limits, if any, the type and scope of task or services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. Contractor shall not perform any task or service unless authorized by a fully executed Service Order. Contractor shall advise the Project Administrator in writing immediately of any anticipated change in any task or service, fee or time schedule, and shall obtain the Project Administrator's prior written consent to the change prior to making any changes. In no event shall the Project Administrator's consent be construed to

relieve the Contractor from its duty to render all services or perform all tasks in accordance with applicable law and accepted industry standards.

(c) Contractor shall begin work under the Service Order only after receipt of the Service Order bearing the approval signature of the City Engineer. Each authorized Service Order issued under this Agreement by City shall be incorporated by reference as an integral part of Exhibit A and into the terms and conditions of this Agreement.

(d) The City's Project Administrator may, without invalidating this Agreement, order changes in any tasks or service to be performed pursuant to a Service Order by altering, adding to or deducting from the task or services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any of the tasks or services, the Contractor shall so notify the Project Administrator. If appropriate an equitable adjustment to the Contractor's compensation may be made, provided that any adjustment must be pre-approved by the parties in writing; with the City's approval coming from the Project Administrator.

(e) 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.

(f) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(c)(1-4), 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.

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

(h) 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 described in Exhibit "A" and the executed Service Orders. 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, 2024, 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 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) This Agreement may be extended up to one (1) year upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed under any Service Order, which schedule shall be approved by the City's Project Administrator 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 accordance with the provisions of this Section and the hourly rates attached hereto as Exhibit B and incorporated herein by this reference. The total annual compensation under this agreement shall be limited to Eight Hundred Thousand Dollars (\$800,000) per fiscal year, which runs from July 1 to June 30, and the remainder of the first fiscal year of the Agreement.

(b) The City will pay the Contractor under Service Orders on a time and materials/reimbursable expenses (T&M) basis. The hourly rate and reimbursable schedule in Exhibit B applies to all Service Orders.

(c) This Agreement is for Contractor to perform "on call" services or tasks and as such it is a standby Agreement to assign work to the Contractor from time-to-time as needed and as appropriate. There is no minimum compensation for this engagement or for any work assigned pursuant to this On-Call Agreement and no guarantee that any work will be assigned to Contractor during its term.

(d) 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)) not more frequently than once during every month and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed 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.

(e) 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.

(f) 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 a Service Order but which is not included within the Service Order and which the parties did not reasonably anticipate would be necessary at the execution of the Service Order.

(f) Expenses not otherwise addressed in the Service Order 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)) 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 the Public Works Director/City Engineer, Brian McMinn, who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Marcelo Casentino, 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 as designated in Service Orders.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete each Service Order on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the task or service any of its personnel assigned to the performance of services upon written request of City. Contractor may be required to represent to City that certain key personnel will perform and coordinate the work under a Service Order. 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 Administrator. In the event that City Administrator and Project Manager cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, Contractors, persons, employees or firms having applicable expertise to assist Contractor in performing tasks or 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 administration, completion, presentation, and quality of all work performed. City reserves its right to employ other contractors in connection with this Project.

(b) If 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 any Service Order, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

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

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) The Contractor's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

(b) During the performance of this Agreement, Contractor and its sub-contractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(c) Contractor and sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

(e) Contractor and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(f) 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, immediately defend (with independent counsel reasonably acceptable to the City) and hold harmless the City, its Council, boards, commissions, employees, officials

and agents (collectively "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 duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify and Contractor shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to the Contractor of any claim in any form or at any stage of an action or proceeding, whether or not liability is established and the obligation extends through final judgment including exhaustion of any appeals.. The Contractor's obligation to indemnify applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally determined that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification 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 by said section 2782.8(c)(2) ("Design Professional") Design Professional shall indemnify, protect and hold harmless any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, or such acts or omissions of an officer, employee, agent or subcontractor of the Design Professional. Design Professional shall not have an immediate duty to defend an Indemnified Party, however, Design Professional's obligation to indemnify (including reimbursing the cost to defend) and hold the Indemnified Parties harmless applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally determined that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party the Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability. Within 30 days following Design Professional's receipt of a properly presented written invoice Design Professional shall reimburse the Indemnified Party for the cost of reasonable attorney's fees and defense costs incurred by the Indemnified Party to the same extent of Design Professional's indemnity obligation herein. In no event shall the cost to defend charged to the Design Professional exceed the Design Professional's proportionate percentage of fault.

(c) 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 provide an immediate defense to any Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend the

Indemnified Party at Contractor's expense by independent counsel reasonably acceptable to the City. Unless otherwise provided above, an Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. If it is finally adjudicated that liability for which Contractor has provided an immediate defense was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Contractor may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs.

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

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "C" "Insurance" attached hereto and made a part hereof and as may be required for any Service Order. 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 for any Service Order issued as provided herein by giving Contractor ten days advance written notice of such change.

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

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

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may

apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

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

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

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

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

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

20. Compliance with Laws.

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

(b) Contractor shall conduct all work in strict accordance with applicable regulations and guidelines adopted by the California Department of Public Health (CDPH) and the California

Department of Industrial Relations (DIR), Division of Occupational Safety and Health, Safety for the prevention of COVID-19 and the regulations and guidelines for the prevention of COVID - 19 adopted by the County of Monterey and by the City.

(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.

(d) This Agreement is not intended and shall not be utilized for a public work as that term is used in California Labor Code Section 1720 *et seq.*

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: BKF Engineers
 307 Main St, Ste. 120
 Salinas, CA 93901
 Phone: (831) 205-5880

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 and any Service Order are 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 and any Service Order if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay

in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, any Service Order, 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 and any Service Order. Each party warrants that the individuals who have signed this Agreement and shall sign Service Orders 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 or the terms and conditions of any Service Order 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 or any Service Order 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 and any Service Order may be signed in counterparts, each of which shall constitute an original.

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

34. **Entire Agreement.** This Agreement together with the Service Orders to be issued hereunder contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. . The exhibits attached hereto and the Service Orders to be attached as part of

Exhibit A are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit of Service Order, the terms of this Agreement shall control.

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

CITY OF MARINA

CONTRACTOR

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

By: _____
Name: _____
Its: _____
Date: _____

Attest:
Per Resolution 2021 - _____

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Approved as to form:

By: _____
City Attorney

EXHIBIT A

GENERAL DESCRIPTION OF SERVICES

[Individual Service Orders to be attached as executed and are incorporated herein and made a part of this Agreement.]

EXHIBIT B
HOURLY RATE AND REIMBURSABLE SCHEDULE

BKF ENGINEERS
PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE MARCH 28, 2022

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal/Vice President	\$272.00
Senior Associate/Vice President	\$244.00
Associate	\$237.00
Senior Project Manager Senior Technical Manager	\$237.00
Project Manager Technical Manager	\$231.00
Engineering Manager Surveying Manager Planning Manager	\$213.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$198.00
Project Engineer Project Surveyor Project Planner	\$174.00
Design Engineer Staff Surveyor Staff Planner	\$151.00
BIM Specialist I, II, III	\$151.00 - \$174.00 - \$198.00
Technician I, II, III, IV	\$144.00 - \$153.00 - \$168.00 - \$181.00
Drafter I, II, III, IV	\$113.00 - \$124.00 - \$134.00 - \$149.00
Engineering Assistant Surveying Assistant Planning Assistant	\$94.00
FIELD SURVEYING	
Survey Party Chief	\$198.00
Instrument Person	\$170.00
Survey Chainperson	\$127.00
Utility Locator I, II, III, IV	\$103.00 - \$146.00 - \$175.00 - \$199.00
Apprentice I, II, III, IV	\$78.00 - \$105.00 - \$116.00 - \$123.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$259.00
Senior Construction Administrator	\$225.00
Resident Engineer	\$167.00
Field Engineer I, II, III	\$151.00 - \$174.00 - \$198.00
PROJECT ADMINISTRATION	
Project Coordinator	\$126.00
Senior Project Assistant	\$109.00
Project Assistant	\$96.00
Clerical Administrative Assistant	\$81.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.



Exhibit C - Insurance

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

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

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

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

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

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

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

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to 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, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a Service Order-specific basis if Contractor is working as a licensed professional. Contractor shall maintain such insurance for a period of five years following completion of work or services. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

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

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

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

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

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

the word “endeavor” with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

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

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

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

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

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

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

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

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

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

u) 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.

**CITY OF MARINA
AGREEMENT FOR ON-CALL CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES**

THIS AGREEMENT is made and entered into on July, 2021, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Ghirardelli Associates, 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 for on-call construction management and inspection services associated with various City projects described generally by Exhibit A – Contractor shall provide services pertaining to City projects and shall perform standby and support services for City as determined by the City Engineer.
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services in accordance with the terms of individual service orders as set forth herein.
- C. 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. The Contractor shall be available to perform services under this Agreement as needed during the term of the Agreement. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) All work performed under this Agreement shall be authorized in advance and in writing by a specific Service Order prior to the commencement of services. Each Service Order given by the City shall describe the nature of the specific task or service to be performed by the Contractor, the time limit or estimated number of hours within which such task or service must be completed and the compensation for such task or service. Details shall include a description of the task or service which Contractor shall perform, the geographic limits, if any, the type and scope of task or services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. Contractor shall not perform any task or service unless authorized by a fully executed Service Order. Contractor shall advise the Project Administrator in writing immediately of any anticipated change in any task or service, fee or time schedule, and shall obtain the Project Administrator's prior written consent to the change prior to

making any changes. In no event shall the Project Administrator's consent be construed to relieve the Contractor from its duty to render all services or perform all tasks in accordance with applicable law and accepted industry standards.

(c) Contractor shall begin work under the Service Order only after receipt of the Service Order bearing the approval signature of the City Engineer. Each authorized Service Order issued under this Agreement by City shall be incorporated by reference as an integral part of Exhibit A and into the terms and conditions of this Agreement.

(d) The City's Project Administrator may, without invalidating this Agreement, order changes in any tasks or service to be performed pursuant to a Service Order by altering, adding to or deducting from the task or services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any of the tasks or services, the Contractor shall so notify the Project Administrator. If appropriate an equitable adjustment to the Contractor's compensation may be made, provided that any adjustment must be pre-approved by the parties in writing; with the City's approval coming from the Project Administrator.

(e) 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.

(f) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(c)(1-4), 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.

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

(h) 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 described in Exhibit "A" and the executed Service Orders. 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, 2024, 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 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) This Agreement may be extended up to one (1) year upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed under any Service Order, which schedule shall be approved by the City's Project Administrator 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 accordance with the provisions of this Section and the hourly rates attached hereto as Exhibit B and incorporated herein by this reference. The total annual compensation under this agreement shall be limited to Eight Hundred Thousand Dollars (\$800,000) per fiscal year, which runs from July 1 to June 30, and the remainder of the first fiscal year of the Agreement.

(b) The City will pay the Contractor under Service Orders on a time and materials/reimbursable expenses (T&M) basis. The hourly rate and reimbursable schedule in Exhibit B applies to all Service Orders.

(c) This Agreement is for Contractor to perform "on call" services or tasks and as such it is a standby Agreement to assign work to the Contractor from time-to-time as needed and as appropriate. There is no minimum compensation for this engagement or for any work assigned pursuant to this On-Call Agreement and no guarantee that any work will be assigned to Contractor during its term.

(d) 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)) not more frequently than once during every month and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed 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.

(e) 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.

(f) 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 a Service Order but which is not included within the Service Order and which the parties did not reasonably anticipate would be necessary at the execution of the Service Order.

(f) Expenses not otherwise addressed in the Service Order 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)) 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 the Public Works Director/City Engineer, Brian McMinn, who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Scott Buckley, 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 as designated in Service Orders.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete each Service Order on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the task or service any of its personnel assigned to the performance of services upon written request of City. Contractor may be required to represent to City that certain key personnel will perform and coordinate the work under a Service Order. 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 Administrator. In the event that City Administrator and Project Manager cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, Contractors, persons, employees or firms having applicable expertise to assist Contractor in performing tasks or 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 administration, completion, presentation, and quality of all work performed. City reserves its right to employ other contractors in connection with this Project.

(b) If 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 any Service Order, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

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

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) The Contractor's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

(b) During the performance of this Agreement, Contractor and its sub-contractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(c) Contractor and sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

(e) Contractor and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(f) 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, immediately defend (with independent counsel reasonably acceptable to the City) and hold harmless the City, its Council, boards, commissions, employees, officials

and agents (collectively "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 duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify and Contractor shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to the Contractor of any claim in any form or at any stage of an action or proceeding, whether or not liability is established and the obligation extends through final judgment including exhaustion of any appeals.. The Contractor's obligation to indemnify applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally determined that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification 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 by said section 2782.8(c)(2) ("Design Professional") Design Professional shall indemnify, protect and hold harmless any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, or such acts or omissions of an officer, employee, agent or subcontractor of the Design Professional. Design Professional shall not have an immediate duty to defend an Indemnified Party, however, Design Professional's obligation to indemnify (including reimbursing the cost to defend) and hold the Indemnified Parties harmless applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally determined that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party the Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability. Within 30 days following Design Professional's receipt of a properly presented written invoice Design Professional shall reimburse the Indemnified Party for the cost of reasonable attorney's fees and defense costs incurred by the Indemnified Party to the same extent of Design Professional's indemnity obligation herein. In no event shall the cost to defend charged to the Design Professional exceed the Design Professional's proportionate percentage of fault.

(c) 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 provide an immediate defense to any Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend the

Indemnified Party at Contractor's expense by independent counsel reasonably acceptable to the City. Unless otherwise provided above, an Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. If it is finally adjudicated that liability for which Contractor has provided an immediate defense was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Contractor may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs.

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

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "C" "Insurance" attached hereto and made a part hereof and as may be required for any Service Order. 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 for any Service Order issued as provided herein by giving Contractor ten days advance written notice of such change.

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

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

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may

apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

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

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

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

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

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

20. Compliance with Laws.

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

(b) Contractor shall conduct all work in strict accordance with applicable regulations and guidelines adopted by the California Department of Public Health (CDPH) and the California

Department of Industrial Relations (DIR), Division of Occupational Safety and Health, Safety for the prevention of COVID-19 and the regulations and guidelines for the prevention of COVID - 19 adopted by the County of Monterey and by the City.

(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.

(d) This Agreement is not intended and shall not be utilized for a public work as that term is used in California Labor Code Section 1720 *et seq.*

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:



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 and any Service Order are 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 and any Service Order if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, any Service Order, 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 and any Service Order. Each party warrants that the individuals who have signed this Agreement and shall sign Service Orders 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 or the terms and conditions of any Service Order 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 or any Service Order 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 and any Service Order may be signed in counterparts, each of which shall constitute an original.

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

34. **Entire Agreement.** This Agreement together with the Service Orders to be issued hereunder contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. . The exhibits attached hereto and the Service Orders to be attached as part of Exhibit A are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit of Service Order, the terms of this Agreement shall control.

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

CITY OF MARINA

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

Attest:
Per Resolution 2021 - ____

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Approved as to form:

By: _____
City Attorney

CONTRACTOR

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A

GENERAL DESCRIPTION OF SERVICES

[Individual Service Orders to be attached as executed and are incorporated herein and made a part of this Agreement.]

DRAFT

**EXHIBIT B
HOURLY RATE AND REIMBURSABLE SCHEDULE**

DRAFT



6/30/2022

City of Marina Pavement Resurfacing and Rehabilitation Program
On-Call Construction Management and Inspection Services

Role	Range	2022 Hourly Rates		
		Straight	OT	Double OT
Contract Manager / Project Manager	Min.	\$ 215.00	\$ 215.00	\$ 215.00
Contract Manager / Project Manager	Max.	\$ 235.00	\$ 235.00	\$ 280.00
Resident Engineer	Min.	\$ 185.00	\$ 185.00	\$ 185.00
Resident Engineer	Max.	\$ 235.00	\$ 235.00	\$ 280.00
Construction Inspector	Min.	\$ 160.00	\$ 240.00	\$ 320.00
Construction Inspector	Max.	\$ 210.00	\$ 315.00	\$ 420.00
Storm Water Pollution Prevention (SWPPP)	Min.	\$ 160.00	\$ 240.00	\$ 320.00
Storm Water Pollution Prevention (SWPPP)	Max.	\$ 210.00	\$ 315.00	\$ 420.00
Project Controls / Scheduler	Min.	\$ 190.00	\$ 285.00	\$ 380.00
Project Controls / Scheduler	Max.	\$ 250.00	\$ 285.00	\$ 380.00
Office Engineer	Min.	\$ 130.00	\$ 195.00	\$ 260.00
Office Engineer	Max.	\$ 170.00	\$ 255.00	\$ 340.00
Public Outreach	Min.	\$ 85.00	\$ 127.50	\$ 170.00
Public Outreach	Max.	\$ 170.00	\$ 255.00	\$ 340.00

- 1) Hourly rates include vehicle, mobile phone, laptop, and camera.
- 2) Any extensive reproduction or delivery service charges shall be billed at actual.
- 3) Rates valid until 12/31/2022. Annual rate escalation is 5%.
- 4) Construction inspection activities are subject to prevailing wage requirements.
- 5) Per prevailing wage requirements, a shift differential is for any covered work shift beginning after 2PM.

Exhibit C - Insurance

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

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

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

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

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

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

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

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to 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, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a Service Order-specific basis if Contractor is working as a licensed professional. Contractor shall maintain such insurance for a period of five years following completion of work or services. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

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

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

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

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

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

the word “endeavor” with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

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

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

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

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

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

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

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

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

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

u) 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.

DRAFT

Members of the Marina
City Council

City Council Meeting
of July 6, 2022

THE CITY COUNCIL CONSIDER READING BY TITLE ONLY AND APPROVE THE FIRST READING OF ORDINANCE 2022-, AMENDING MUNICIPAL CODE TITLE 17 TO ADD SECTION 17.45 PERTAINING TO REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES; AND

THE CITY COUNCIL CONSIDER READING BY TITLE ONLY AND APPROVE THE FIRST READING OF ORDINANCE 2022-, AMENDING MUNICIPAL CODE TITLE 17 TO ADD SECTION 17.49 PERTAINING TO LOW-BARRIER NAVIGATION CENTERS.

REQUEST: It is requested that the Marina City Council:

- (1) Open public hearing, taking testimony from the public and consider reading by title only and waive further reading and approve Ordinance 2022-, approving Amendments to Title 17 of the Municipal Code by adding Sections 17.45; and
- (2) Ordinance 2022- 17.49 pertaining to Reasonable Accommodation for Persons with Disabilities and Low-Barrier Navigation Centers, respectively.

SUMMARY:

On June 9, 2022, the Planning Commission adopted Resolution 2022-08 (“**EXHIBIT C**”) recommending that the Council consider adopting the proposed amendments to Title 17 in an effort bring the City’s Municipal Code into compliance with current California housing law. Furthermore, the implementation of the Reasonable Accommodations ordinance will meet one of the requirements of the 5th Cycle Housing Element, explained further below.

BACKGROUND:

Reasonable Accommodation for Persons with Disabilities

This ordinance allows for exceptions to certain building code, land use, and zoning rules as they pertain to housing and the reasonable accommodation of persons with disabilities to access such housing. According to the U.S Department of Housing & Urban Development (HUD), *any change in the way things are customarily done that enables a person with disabilities to enjoy housing opportunities or to meet program requirements is a reasonable accommodation. In other words, reasonable accommodations eliminate barriers that prevent persons with disabilities from fully participating in housing opportunities, including both private housing and in federally-assisted programs or activities.* An example that we would see within the City of Marina would be an allowance for the construction of a wheelchair ramp within the front yard setback to allow easier access to the home or apartment for a disabled occupant. Minor improvements like this are typically temporary in nature and do not represent a public health and safety issue or an environmental impact.

The requirement of a municipality to provide reasonable accommodation for persons with disabilities is an important part of California’s “*Fair Housing Amendments Act of 1988*” (42 U.S.C. § 3601 et seq.) and was adopted as **Program 8.1: Special Needs Housing** by the City of Marina in its 5th Cycle Housing Element. By adopting this ordinance, the City will be compliant with State law and will be implementing one more of the policies of its current Housing Element, which is part of the compliance framework overseen by the State Housing & Community Development Dept. (HCD). Although the City is behind on its implementation of the policies and programs of the 5th Cycle Housing Element, changes such as this to the City’s

Municipal Code will convey to the HCD that the City is making a good faith effort toward compliance.

Low-Barrier Navigation Centers

In 2019, the State legislature adopted Assembly Bill (AB) 101 creating a path for local jurisdictions to allow Low-Barrier Navigation Centers by right in certain zoning districts. This legislation is intended to provide a service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. By including this legislation in the City's Municipal Code, the City will be in compliance with State regulations intended to lessen the effects of the current critical housing shortage throughout California. It is likely that this item will be addressed further in the upcoming 6th Cycle Housing Element which will be underway soon. A LBNC fact sheet is included here ("**EXHIBIT D**") for additional information.

The adoption of these *Housing First* (see "**EXHIBIT E**") measures will help the City meet both its Housing Element implementation mandates and its legal obligations toward compliance with current State law.

FISCAL IMPACT:

The adoption of these ordinances will have no impact on the City's General Fund.

ENVIRONMENTAL REVIEW:

The proposed amendments are not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

CONCLUSION:

This request is submitted for City Council consideration and comment.

Respectfully submitted,

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

REVIEWED/CONCUR:

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

Layne Long
City Manager
City of Marina

Attachment A – Draft Ordinance No. 2022- Reasonable Accommodation for Persons with Disabilities

Attachment B – Draft Ordinance No. 2022- Low-Barrier Navigation Centers

Attachment C – Adopted PC Resolution 2022-08

Attachment D – HCD’s LBNC Fact Sheet

Attachment E – HCD’s *Housing First* Fact Sheet

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ORDINANCE NO. 2022-__

AN ORDINANCE AMENDING CHAPTER 17, ARTICLE 4, BY ADDING A NEW SECTION 17.45, “REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES”, TO THE MARINA MUNICIPAL CODE

-oOo-

THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS FOLLOWS:

1. To follow the Fair Employment and Housing Act (Cal. Gov. Code § 12900 et seq.) and to implement Program 8.1 of the City’s Housing Element, the City shall adopt an ordinance that provides a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Fair Housing Laws in the application of zoning laws, building codes, and other land use regulations, policies and procedures.

2. An amendment to the City of Marina’s Municipal Code is needed to ensure compliance with State law.

3. Chapter 17, Article 4. Chapter 17, Article 4, entitled “Regulations and Standards Applicable to All Zones” is hereby amended by adding a new Section, Section 17.45 “Reasonable Accommodations for Persons with Disabilities”, to the Municipal Code to read as set forth on the attached Exhibit “A,” and incorporated herein by this reference thereto.

4. Environmental. In accordance with the California Environmental Quality Act (CEQA), staff finds that this ordinance is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Therefore, the adoption of

this ordinance is exempt from CEQA and no further environmental review is necessary.

5. Effective Date. This Ordinance shall be in full force and effect on thirty (30) days after its final passage and adoption.

6. Severability. If any portion of this Ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

7. Posting of Ordinance. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on July 6, 2022, and was passed and adopted at a regular meeting duly held on _____, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

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Exhibit “A”

Chapter 17.45

REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES

Sections:

- 17.45.010 Purpose and applicability.
- 17.45.020 Application submittal.
- 17.45.030 Review authority.
- 17.45.040 Findings.
- 17.45.050 Decision.
- 17.45.060 Appeals.
- 17.45.070 Waiver of time periods.
- 17.45.080 Notice of public availability of accommodation process.
- 17.45.090 Expiration, time extension, violation, discontinuance, and revocation.
- 17.45.110 Amendments.

17.45.010 Purpose and applicability.

- A. This chapter provides a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Fair Housing Laws in the application of zoning laws, building codes, and other land use regulations, policies and procedures. Fair Housing Laws means “Fair Housing Amendments Act of 1988” ([42](#) U.S.C. § [3601](#) et seq.), including reasonable accommodation required by [42](#) U.S.C. § [3604](#)(f)(3)(B), and the “California Fair Employment and Housing Act” (California Government Code Section [12900](#) et seq.), including reasonable accommodation required specifically by California Government Code Sections [12927](#)(c)(1) and [12955](#)(l), as any of these statutory provisions now exist or may be amended from time to time.
- B. A request for reasonable accommodation may be made by any person with a disability, his/her representative, or any business or property owner when the application of a zoning law, building code provision or other land use regulation, policy or practice acts as a barrier to fair housing opportunities. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment, as those terms are defined in the Fair Housing Laws.
- C. A request for reasonable accommodation may include a request for modification or exception to the rules, standards and practices for the siting, development and use of housing or housing related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice. Requests for reasonable accommodation shall be made in the manner prescribed by this chapter.
- D. It is the intent of this chapter that, notwithstanding time limits provided to perform specific functions, application review, decision making and appeals proceed expeditiously, especially where the request is time sensitive, so as to reduce impediments to equal access to housing.

17.45.020 Application submittal.

- A. Any person with a disability, or his or her representative, may request reasonable accommodation on a form supplied by the community and economic development department. The request shall include the following information, and be accompanied by a fee established by resolution of the city council:
1. The applicant's or representative's name, mailing address and daytime phone number.
 2. The address of the property for which the request is being made.
 3. The specific code section, regulation, procedure or policy of the city from which relief is sought.
 4. A site plan or illustrative drawing showing the proposed accommodation.
 5. An explanation of why the specified code section, regulation, procedure or policy is preventing, or will prevent, the applicant's use and enjoyment of the subject property.
 6. The basis for the claim that Fair Housing Laws apply to the individual(s) and evidence satisfactory to the city supporting the claim. Evidence may include a letter from a medical doctor or other licensed health care professional, a disabled license, or any other relevant evidence.
 7. A detailed explanation as to why the accommodation is reasonable and necessary to afford the applicant an equal opportunity to use and enjoy a dwelling in the city.
 8. Verification by the applicant that the property is the primary residence of the person(s) for whom reasonable accommodation is requested.
 9. Other information required by the city to make the findings required by subsection (17.47.040) of this section consistent with the Fair Housing Laws.
- B. A request for reasonable accommodation may be filed at any time the accommodation may be necessary to ensure equal access to housing. If the project for which the request for reasonable accommodation is being made also requires discretionary approval, the applicant shall provide required submittal information to the city together with the application for discretionary approval and shall pay all applicable fees. These materials shall enable the city to concurrently review the accommodation request and the discretionary approval request. Processing procedures for the discretionary approval request shall govern joint processing of both the reasonable accommodation and the discretionary permit.
- C. Reasonable accommodation does not affect or negate an individual's obligations to comply with other applicable regulations not at issue or related to the requested accommodation.
- D. If an individual needs assistance in making the request for reasonable accommodation, the city shall provide assistance to ensure the process is accessible.

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- E. Should the request for reasonable accommodation be made concurrently with a discretionary permit, the fee for a reasonable accommodation application may be waived; provided, that the prescribed fee shall be paid for all other discretionary permits.

17.45.030 Review authority.

- A. Applications for reasonable accommodation shall be reviewed by the community and economic development director (director) when no approval is sought other than the request for reasonable accommodation.
- B. Applications for reasonable accommodation submitted for concurrent review with any discretionary land use application shall be reviewed by the authority governing the discretionary land use application.

17.45.040 Findings. The review authority shall approve the request for a reasonable accommodation if, based upon all of the evidence presented, the following findings can be made:

- A. The housing, which is the subject of the request for reasonable accommodation, will be occupied by an individual with disabilities protected under Fair Housing Laws.
- B. The requested accommodation is reasonable and necessary to make housing available to an individual with disabilities protected under the Fair Housing Laws.
- C. The requested accommodation will not impose an undue financial or administrative burden on the city, as defined in the Fair Housing Laws and interpretive case law.
- D. The requested accommodation will not require fundamental alteration or frustrate application of the city's zoning or building laws, policies and/or procedures, as defined in the Fair Housing Laws and interpretive case law. The city may consider, but is not limited to, the following factors to determine whether the requested accommodation would fundamentally alter or frustrate application of the city's zoning or building program:
 - 1. Whether granting the accommodation would fundamentally alter the character of the neighborhood.
 - 2. Whether granting the accommodation would result in a substantial increase in traffic or insufficient parking.
 - 3. Whether granting the accommodation would substantially undermine any express purpose of either the city's general plan or an applicable specific plan.

17.45.050 Decision.

- A. The review authority shall consider the application, and issue a written determination within 40 calendar days of the date of receipt of a completed application. At least 10 calendar days before issuing a written determination on the application, the city shall

mail notice to the applicant and adjacent property owners that the city is considering the application and invite written comments as to the requested accommodation.

- B. If necessary to reach a determination on any request for reasonable accommodation, the review authority may request further information from the applicant or others consistent with this chapter, specifying in detail what information is required. If a request for further information is made of the applicant, the time period to issue a written determination shall be stayed until the applicant responds to the request.
- C. The review authority's written decision shall include findings and conditions of approval. The applicant shall be given notice of the right to appeal, and the right to request reasonable accommodation related to the appeal process. The review authority's decision shall be mailed to the applicant, to any person who provided written or verbal comment on the application, and to any other person who requests notice.
- D. Any approved reasonable accommodation shall be subject to any conditions imposed on the approval consistent with the purposes of this section.
- E. The review authority may approve alternative accommodations that provide equivalent and reasonable levels of benefit to the applicant.
- F. The written decision of the reviewing authority shall be final, unless appealed as set forth below.
- G. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property subject to the request shall remain in full force and effect.
- H. Where improvements or modifications approved through a reasonable accommodation would generally require a variance, a variance shall not be required.

17.45.060 Appeals.

- A. Any decision on a reasonable accommodation request may be appealed to the city council, which appeal must be received by the city within 10 calendar days of the issuance of a written decision.
- B. The appeal shall be in writing and shall include a statement of the grounds for appeal, and be accompanied by a fee established by resolution of the city council. If an individual needs assistance in filing an appeal, the city shall provide assistance to ensure the appeals process is accessible.
- C. The city council shall hear the matter de novo, and shall render a determination as soon as reasonably practicable, but in no event later than 60 calendar days after an appeal has been filed. All determinations shall address and be based upon the same findings required to be made in the original determination from which the appeal is taken.
- D. The city shall provide notice of an appeal hearing to the applicant, adjacent property owners, and any other person requesting notification at least 10 calendar days prior to the hearing. The council shall announce its findings within 40 calendar days of the hearing, unless good cause exists for an extension. The decision shall be mailed to

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the applicant and to any other person who requests notice at the time of the hearing. The council's action shall be final.

17.45.070 Waiver of time periods. Notwithstanding any provisions in this chapter regarding the occurrence of any action within a specified period of time, an applicant may request additional time beyond that provided for in this chapter or may request a continuance regarding any decision or consideration by the city of a pending appeal. The city may, in its sole discretion, grant or deny any such request for extension or continuance. The granting of an extension of time or continuance shall not be deemed delay on the part of the city, shall not constitute failure by the city to provide prompt decisions on applications and shall not be a violation of any required time period set forth in this chapter.

17.45.080 Notice to the Public of Availability of Accommodation Process. The city shall prominently display in the public areas of the community and economic development department at City Hall a notice advising those with disabilities or their representatives that reasonable accommodations are available in accord with this chapter. City employees shall direct individuals to the display whenever requested to do so or if they reasonably believe individuals with disabilities or their representatives may be entitled to reasonable accommodation.

17.45.090 Expiration, Time Extension, Violation, Discontinuance, and Revocation.

- A. Any reasonable accommodation approved in accordance with the terms of this chapter shall expire within 24 months from the effective date of approval or at an alternative time specified as a condition of approval unless:
 - 1. A building permit has been issued and construction has commenced;
 - 2. A certificate of occupancy has been issued;
 - 3. The use is established; or
 - 4. A time extension has been granted.
- B. The director may approve a time extension for reasonable accommodation for good cause for a period or periods not to exceed three years. Application for a time extension shall be made in writing to the community and economic development department no less than 30 days or more than 90 days prior to the expiration date.
- C. Notice of the director's decision on a time extension shall be mailed to the applicant.
- D. Any reasonable accommodation approved in accordance with the terms of this chapter may be revoked if any condition or term of the reasonable accommodation is violated, or if any law or ordinance is violated in connection therewith. Notice of revocation shall be mailed to the applicant and to the owner of any property affected by the accommodation. Upon revocation, the director may require any physical alteration associated with the reasonable accommodation to be removed or substantially conform to the code, as may be reasonably feasible.
- E. An accommodation is granted only to an individual. The accommodation shall not run with the land unless the director expressly finds the modification is physically

integrated on the property and cannot feasibly be removed or altered. Any change in use or circumstances that negates the basis for the grant of approval may render the reasonable accommodation null and void and/or revocable by the city. Thereafter the director may require the reasonable accommodation to be removed or substantially conformed to the code if reasonably feasible.

17.45.110 Amendments. A request for changes in conditions of approval of a reasonable accommodation, or a change to plans that affects a condition of approval shall be treated as a new application and shall be processed in accordance with the requirements of this chapter. The director may waive the requirement for a new application and approve the changes if the changes are minor, do not involve substantial alterations or addition to the plan or the conditions of approval, and are consistent with the intent of the original approval.

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ORDINANCE NO. 2022-__

AN ORDINANCE AMENDING CHAPTER 17, ARTICLE 5, BY ADDING A NEW SECTION 17.49, “LOW-BARRIER NAVIGATION CENTER”, TO THE MARINA MUNICIPAL CODE

-oOo-

THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS
FOLLOWS:

1. In 2019, the State legislature adopted Assembly Bill (AB) 101 creating a path for local jurisdictions to allow Low-Barrier Navigation Centers by right in certain zoning districts. This legislation is intended to provide for a service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. This legislation is codified in Ca. Gov. Code §§65660 – 65668.

2. An amendment to the City of Marina’s Municipal Code is needed to ensure compliance with State law.

3. Chapter 17, Article 5. Chapter 17, Article 5, entitled “Regulations for Specific Land Uses” is hereby amended by adding a new Section, Section 17.49 “Low-Barrier Navigation Center”, to the Municipal Code to read as set forth on the attached Exhibit “A,” and incorporated herein by this reference thereto.

4. Environmental. In accordance with the California Environmental Quality Act (CEQA), staff finds that this ordinance is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

5. Effective Date. This Ordinance shall be in full force and effect on thirty (30) days after its final passage and adoption.

6. Severability. If any portion of this Ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

7. Posting of Ordinance. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on _____, 2022, and was passed and adopted at a regular meeting duly held on _____, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

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Exhibit “A”

Chapter 17.49 LOW-BARRIER NAVIGATION CENTER

Sections:

- 17.49.010 Purpose and intent.
- 17.49.020 Definition.
- 17.49.030 Applicability.
- 17.49.040 Permit required.
- 17.49.050 Development and Operational Standards.

17.49.010 Purpose and intent.

The purpose of this chapter is to establish development standards for low-barrier navigation centers (LBNC) and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of state law, specifically Article 12 of Chapter 3 of Division 1 of Planning and Zoning Law commencing with California Government Code Section 65660.

17.49.020 Definitions.

1. “Low-Barrier Navigation Center” (LBNC) is a housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. “Low barrier” means best practices to reduce barriers to entry, and may include, but is not limited to, the following:
 - A. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
 - B. Pets.
 - C. The storage of possessions.
 - D. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.
2. “Use, by right” has the meaning defined in subdivision (i) of Section 65583.2. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a Low-Barrier Navigation Center constructed or allowed by this section.

17.49.030 Applicability.

The provisions of this chapter shall apply to all low-barrier navigation center projects proposed in mixed-use and nonresidential zoning districts that allow multi-family uses (C-R, C-1, and C-2).

17.49.040 Permit required.

Zoning clearance approval is required prior to establishment of any LBNC project meeting the criteria in Sec. 17.49.050. The permit shall be a ministerial action without discretionary review or a hearing. The City shall notify a developer whether the developer’s application is complete within 30 days, pursuant to

California Government Code Section 65943. Action shall be taken within 60 days of a complete application being filed.

17.49.050 Development and Operational Standards.

A low-barrier navigation center development is a use by-right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, if it meets the following requirements:

- A. Connected Services. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
- B. Coordinated Entry System. It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
- C. Code Compliant. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- D. Homeless Management Information System. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

PLANNING COMMISSION RESOLUTION NO. 2022-08

THE PLANNING COMMISSION OF THE CITY OF MARINA RECOMMENDS CITY COUNCIL ADOPTION OF AMENDMENTS TO TITLE 17 OF THE MARINA MUNICIPAL CODE ADDING SECTIONS 17.45 AND 17.49 FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES AND LOW-BARRIER NAVIGATION CENTERS, RESPECTIVELY.

WHEREAS, the State legislature of the State of California adopted the *Fair Housing Amendments Act of 1988* which includes procedures for persons with disabilities to request equal access to housing under the State's Fair Housing Laws in the application of zoning laws, building codes, and other land use regulations, policies, and procedures; and

WHEREAS, the provision of these policies and procedures has come to be known as "Reasonable Accommodation for Persons with Disabilities"; and

WHEREAS, Assembly Bill (AB) 101 was adopted by the State legislature to provide for a service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing; and

WHEREAS, the addition of these two (2) ordinances to Title 17, Articles 4 and 5, will further the City's regulatory framework toward compliance with current State housing laws and implement Program 8.1: Special Needs Housing, of the current Housing Element; and

WHEREAS, the Planning Commission reviewed the policy at a duly noticed public hearing on June 9, 2022; and

WHEREAS, the Planning Commission finds and determines, in accordance with the California Environmental Quality Act (CEQA), that the proposed amendments are not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance(s) will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance(s) are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that does hereby:

1. Adopting Resolution No. 2022-08, recommending that the City Council adopt ordinances amending Title 17 of the Marina Municipal Code to add Sections 17.45 and 17.49 addressing Reasonable Accommodation for Persons with Disabilities and Low-Barrier Navigation Centers, respectively, and as set forth on the attached Exhibits "A" and "B"; and
2. Find that the action is exempt from CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3) of the CEQA Guidelines.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 9th day of June, 2022, by the following vote:

AYES: WALTON, AMADEO, McCARTHY, ST. JOHN, WOODSON, HUR
NOES: NONE
ABSENT: RANA
ABSTAIN: NONE

Nancy Amadeo, Chair

ATTEST:

Guido F. Persicone, AICP
Director, Community Development Dept.



Low Barrier Navigation Center By Right Processing Government Code Sections 65660, 65664, and 65666 (AB 101, Chapter 159, Statutes of 2019)

Fact Sheet

Introduction

AB 101 requires a Low Barrier Navigation Center (LBNC) be a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses if it meets specified requirements, including:

- Access to permanent housing.
- Use of a coordinated entry system (i.e. Homeless Management Information System).
- Use of Housing First according to Welfare and Institutions Code section 8255. (Gov. Code, § 65662.)

A LBNC is defined as a Housing First, low barrier, temporary, service-enriched shelter focused on helping homeless individuals and families to quickly obtain permanent housing. Low barrier includes best practices to reduce barriers to entry, such as allowing partners, pets, storage of personal items, and privacy. (Gov. Code, § 65660.)

Highlights

- LBNC shall be a use by right as defined by Government Code section 65583.2, subdivision (i).
- A local government is required to notify the developer whether the application is complete within 30 days of receipt of an application.
- Within 60 days of receipt of a completed application, the local jurisdiction shall act upon its review of the application.
- New provisions under AB 101 are **in addition** to current housing element law regarding planning and approval for emergency shelters and transitional and by right permanent supportive housing.
- This law applies to all cities and counties, including charter cities and counties.

Excerpt from Government Code Section 65583.2(i)

“use by right” shall mean that the local government’s review of the owner-occupied or multifamily residential use may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a “project” for purposes of Division 13 (commencing with Section 21000) of the Public Resources Code

Additional Resources

For the full text and requirements of AB 101 - Low Barrier Navigation Center, visit California’s legislative information website at <http://leginfo.legislature.ca.gov/>. If you have any questions or would like additional information or technical assistance, please email Divya Ram at Divya.Ram@hcd.ca.gov.



HOUSING FIRST

WHAT IS “HOUSING FIRST”?

Housing First is an approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a decent, safe place to live, that does not limit length of stay (permanent housing), before stabilizing, improving health, reducing harmful behaviors, or increasing income. Under the Housing First approach, anyone experiencing homelessness should be connected to a permanent home as quickly as possible, and programs should remove barriers to accessing the housing, like requirements for sobriety or absence of criminal history. It is based on the “hierarchy of need:” people must access basic necessities—like a safe place to live and food to eat—before being able to achieve quality of life or pursue personal goals. Finally, Housing First values choice not only in where to live, but whether to participate in services. For this reason, tenants are not required to participate in services to access or retain housing.

WHAT TYPE OF HOUSING IS CONSIDERED “HOUSING FIRST”?

Programs using Housing First generally fall into two categories:

- Supportive housing, which is an apartment made affordable through long-term rental assistance, paired with intensive services promoting housing stability.
- Rapid re-housing, which connects a family or individual to an apartment affordable through short-to medium-term rental assistance, along with moderate services designed to allow that household to increase their income sufficiently to be able to afford the apartment over the long-term.

While Housing First recognizes housing is a necessary precursor to treatment, Housing First does not mean “housing only.” On the contrary, Housing First acknowledges social services and care coordination are necessary elements of housing stability and quality of life.

CORE COMPONENTS OF HOUSING FIRST UNDER CALIFORNIA LAW

In 2016, the California Legislature passed Senate Bill 1380 (Mitchell). It required all housing programs to adopt the Housing First model.¹ The Legislation defined Housing First with these “core components”:

- Tenant screening and selection practices promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
- Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”

¹ Codified as California Welfare & Institutions Code § 8255.

- Housing providers accept referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
- Supportive services emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- Participation in services or program compliance is not a condition of housing tenancy.
- Tenants have a lease and all the rights and responsibilities of tenancy.
- The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
- Funding promotes tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services.
- Case managers and service coordinators are trained in and actively employ evidence-based practices for engagement, including motivational interviewing and client-centered counseling.
- Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
- The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

EVIDENCE BASIS

The federal and State government recognize Housing First as an evidence-based practice. In fact, a settled and growing body of evidence demonstrates—

- Tenants accessing Housing First programs are able to move into housing faster than programs offering a more traditional approach.²
- Tenants using Housing First programs stay housed longer and more stably than other programs.³
- Over 90% of tenants accessing Housing First programs are able to retain housing stability.⁴
- In general, tenants using Housing First programs access services more often, have a greater sense of choice and autonomy, and are far less costly to public systems than tenants of other programs.⁵

² Gulcur, L., Stefancic, A., Shinn, M., Tsemberis, S., & Fishcer, S. Housing, Hospitalization, and Cost Outcomes for Homeless Individuals with Psychiatric Disabilities Participating in Continuum of Care and Housing First programs. 2003.

³ Tsemberis, S. & Eisenberg, R. Pathways to Housing: Supported Housing for Street-Dwelling Homeless Individuals with Psychiatric Disabilities. 2000.

⁴ Montgomery, A.E., Hill, L., Kane, V., & Culhane, D. Housing Chronically Homeless Veterans: Evaluating the Efficacy of a Housing First Approach to HUD-VASH. 2013.

⁵ Tsemberis, S., Gulcur, L., & Nakae, M. Housing First, Consumer Choice, and Harm Reduction for Homeless Individuals with a Dual Diagnosis. 2004; Perlman, J. & Parvensky, J. Denver Housing First Collaborative: Cost Benefit Analysis and Program Outcomes Report. 2006.

June 30, 2022

Item No: **11a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 6, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
MEMORIALIZING ADJUSTMENTS PREVIOUSLY APPROVED TO THE
CITY'S SALARY SCHEDULE AND COMPENSATION PLAN FOR MARINA
DIRECTORS AND RECEIVING AN ORAL REPORT ON THE CHANGES
TO THE EXECUTIVE COMPENSATION IN COMPLIANCE WITH
GOVERNMENT CODE SECTION 54953(C)(3)**

REQUEST:

It is requested that the City Council consider

1. Adopting Resolution No. 2022-, Memorializing adjustments previously approved to the City's Salary Schedule and Compensation Plan for Marina Directors and receiving an oral report on the changes.

BACKGROUND:

On March 1, 2022, the City Council approved Resolution No. 2022-33 ("EXHIBIT C"), authorizing adjustments to the City's Salary Schedule and Compensation Plan for Marina Directors, authorizing the City Manager to execute a Memorandum of Understanding between the City and the Directors, authorizing the Finance Director to make appropriate budget and accounting entries and receiving an oral report on changes to executive compensation. The approved Resolution provided the Directors a 2.5% cost of living adjustment for Fiscal Year 2021/22 and a variable cost of living adjustment for Fiscal Year 2022/23 based upon the April 2022 San Francisco/Oakland Consumer Price Index (CPI), but not less than 2% and not more than 3.5%.

City staff provided an oral report on March 1, 2022, in regard to the proposed executive salary and compensation adjustments in compliance with Government Code section 54953(c)(3).

ANALYSIS:

The approved Resolution provides the Marina Directors a variable cost of living adjustment for Fiscal Year 2022/23 based upon the April 2022 San Francisco/Oakland CPI, but not less than 2% and not more than 3.5%. The April 2022 San Francisco/Oakland CPI Index as published by the United States Bureau of Labor Statistics for the previous 12-months was 5.6%, therefore, the Marina Directors cost of living adjustment for Fiscal Year 2022/23 is 3.5% effective the first pay period in July. The 3.5% cost of living adjustment to the City's current Director's broadband salary range results in the changes demonstrated in Table 1 below.

Table 1. Director's Monthly Broadband Salary Range

<u>Position</u>	<u>Current Monthly Broadband Range</u>	<u>Proposed Monthly Broadband Range with 3.5 % COLA</u>
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation Director Public Works Dir/City Engineer	\$10,798 to \$18,435	\$11,175 - \$19,080

“**EXHIBIT B**” contains the Memorandum of Understanding (MOU) for the Marina Directors documents. The Director’s Monthly Broadband Salary Range will be updated to reflect the changes contained in Table 1 as previously approved in Resolution No. 2022-33. There are no changes to benefits or other compensations as a result of the cost-of-living adjustment.

Executive Compensation Changes

Government Code section 54953(c)(3) requires that the City provide an oral report in regard to the proposed executive salary and compensation adjustments. This report will be provided during the City Council meeting and will be consistent with Table 2 below.

Executive Compensation Summary

The Marina Directors group actual salaries as a result of the above compensation changes are summarized in Table 2 below.

Table 2. Executive Compensation Summary

<u>Position</u>	<u>Monthly Salary</u>
Assistant City Manager	\$17,209.98
Community Development Director	\$15,337.66
Finance Director	\$13,967.33
Fire Chief	\$16,979.16
Police Chief	\$17,578.44
Recreation Director	Currently vacant
Public Works Dir/City Engineer	\$15,842.73

FISCAL IMPACT:

The annual costs of the above-described changes to the executive compensation schedule are approximately \$40,000 per year.

CONCLUSION:

This attached Resolution memorializes adjustments to the City’s Salary Schedule and Compensation Plan for Marina Directors as previously approved in Resolution No. 2022-33. This action also fulfills the City’s compliance with the requirements of Government Code section 54953(c)(3) to orally report on executive salary compensation adjustments.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA MEMORIALIZING
ADJUSTMENTS PREVIOUSLY APPROVED TO THE CITY'S SALARY SCHEDULE AND
COMPENSATION PLAN FOR MARINA DIRECTORS AND RECEIVING AN ORAL
REPORT ON THE CHANGES TO THE EXECUTIVE COMPENSATION IN COMPLIANCE
WITH GOVERNMENT CODE SECTION 54953(C)(3)

WHEREAS, the City employs directors to manage the various departments of the City; and,

WHEREAS, these directors have a collective Memorandum of Understanding (MOU) and employment agreements (Contracts); and,

WHEREAS, on March 1, 2022, the City Council approved Resolution No. 2022-33 (**Exhibit "C"**), authorizing adjustments to the City's Salary Schedule and Compensation Plan for Marina Directors, authorizing the City Manager to execute a Memorandum of Understanding between the City and the Directors, authorizing the Finance Director to make appropriate budget and accounting entries and receiving an oral report on changes to executive compensation; and,

WHEREAS, the approved Resolution No. 2022-33 provided the Directors a 2.5% cost of living adjustment for Fiscal Year 2021/22 and a variable cost of living adjustment for Fiscal Year 2022/23 based upon the April 2022 San Francisco/Oakland Consumer Price Index (CPI), but not less than 2% and not more than 3.5%; and,

WHEREAS, the April 2022 San Francisco/Oakland CPI Index as published by the United States Bureau of Labor Statistics for the previous 12-months was 5.6%, therefore, the Marina Directors cost of living adjustment for Fiscal Year 2022/23 is 3.5% effective the first pay period in July;

WHEREAS, the Marina Directors' group actual salaries as a result of the above compensation changes are summarized in Table 2 of **Exhibit "A"**; and,

WHEREAS, the Director's MOU contains salary ranges, benefits, terms and conditions of employment and in addition, the Directors individual Contracts which are based on the MOU. The MOU included as **Exhibit "B"** has been updated consistent with the Broadband Salary Range contained in Table 2 of **Exhibit "A"** and will be effective as of July 4, 2022; and,

WHEREAS, the annual cost of the salary increases is approximately \$40,000 per year; and,

WHEREAS, Government Code section 54953(c)(3) requires that, before taking final action, the Board of Directors must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executives; and,

WHEREAS, City staff provided an oral report on July 6, 2022, in regard to the executive salary and compensation adjustments in compliance with Government Code section 54953(c)(3).

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

1. The City's Salary Schedule and Compensation Plan for Fiscal Year 2022/23 for Marina Directors is hereby memorialized in **Exhibit "A"**.
2. The MOU included as **Exhibit "B"** has been updated consistent with the Broadband Salary Range contained in Table 2 of **Exhibit "A"** and will be effective as of July 4, 2022.

PASSED and ADOPTED by the City Council of the City of Marina at a regular meeting duly held on this 6th day of July 2022 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

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Exhibit A

Director Salary Broadband Effective 7/4/2022

Table 1. Director's Monthly Broadband Salary Range

<u>Position</u>	<u>Proposed Monthly Broadband Range with 3.5 % COLA</u>
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation Director Public Works Dir/City Engineer	\$11,175 - \$19,080

Table 2. 2022/23 Executive Compensation Summary

<u>Position</u>	<u>Monthly Salary</u>
Assistant City Manager	\$17,209.98
Community Development Director	\$15,337.66
Finance Director	\$13,967.33
Fire Chief	\$16,979.16
Police Chief	\$17,578.44
Recreation Director	Currently vacant
Public Works Dir/City Engineer	\$15,842.73

Exhibit B

Marina Directors Memorandum of Understanding Benefit Description

1. Directors Broadband Salary Range

<u>Position</u>	<u>Monthly Broadband Range</u>
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation Director Public Works Dir/City Engineer	\$11,175 - \$19,080

2. Medical, Dental & Vision, Flexible Benefit Plan

A. The City of Marina will contribute 70% of the low-cost health plan's premium offered by CalPERS towards whatever plan the employee selects.

B. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

C. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$20.00	\$20.00	\$20.00

D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follow"

E. City shall provide an allowance of \$575 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.

F. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all members for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.

G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the members election, the cost of these benefits

may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance.

H. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.

I. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the plan.

J. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan

K. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan

3. **Life Insurance:** City will provide on behalf of the employee \$100,000.00 life insurance coverage at a cost not to exceed \$45.00 per month.

4. **Retirement:** The City shall provide retirement benefits the employee under the Public Employees' Retirement System (PERS), as follows:

A. Retirement Plans

1. For non-public safety employee:

- a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012 or considered Classic members.
- b. Tier 2 – CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 who are new members as defined under the PEPRA.

2. For sworn public safety employee:

- a. Tier 1 – CalPERS 3% @ 50 provided to all members hired prior to December 31, 2012 or are considered Classic members.
- b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all members hired on or after January 1, 2013 who are new members as defined under the PEPRA

B. Contributions

- a. Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS

- b. Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA

5. **Survivor Benefits**

- A. The City will amend the PERS contract to include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

6. **Holiday Schedule**

- A. For each member of the group the following holiday schedule shall apply
- Martin Luther King Jr. Birthday (3rd Monday of January)
 - Presidents Day (3rd Monday of February)
 - Memorial Day (Last Monday of May)
 - Independence Day (July 4)
 - Labor Day (First Monday of September)
 - Veterans Day (November 11)
 - Thanksgiving Day and the next day (4th Thursday and next Friday of November)
 - Winter Break (December 24 – January 1)

- B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

7. **Leaves:** The employee's leave shall accrue and be administered, as follows:

- A. **Administrative Leave:** Employee shall receive two hundred (200) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Unused Administrative Leave to be paid at current salary upon termination of employment to a maximum of one hundred and sixty (160) hours.

Cash-out Unless otherwise specified in the Director's Contract, the City will pay employee at their request a maximum amount of one hundred (100) hours of administrative leave each fiscal year, at the employee's individual regular rate of pay.

- B. **Personal Leave Time:** Employee shall accrue Personal Leave Time as in lieu of Sick and Vacation time. The accrual rate will be as follows.

First Through Fifth Year of Service. Twenty-two (22) working days per year.

Sixth Through Fifteenth Year of Service. Twenty-seven (27) working days per year.

Sixteenth Year of Service and On. Twenty (32) working days per year.

Personal Leave Time shall not accrue in excess of 960 hours. Upon resignation, employee shall receive compensation for unused Personal Leave Time to a maximum of 300 hours. Upon retirement, employee shall receive compensation for unused Personal Leave Time to a maximum of 800 hours.

Cash-out: The City will pay employee at their request a maximum amount of eighty (80) hours of personal leave each fiscal year, at the employee's individual regular rate of pay.

Emergency Compensation: For Personal Leave Time. Upon a written request certifying and explaining a health-related emergency, the City Manager may authorize Employee to receive compensation for Personal Leave Time for a maximum of 80 hours.

8. Physicals:

- A. City shall pay up to \$300.00 for the cost of a physical examination for the Employee, on an annual basis.

9. Training Day:

- A. City shall budget \$500.00 for the Employee as Department Director Training Day

10. Educational Programs:

- A. The City will pay the tuition cost for educational programs in which the Employee participates, subject to the prior approval of the City Manager, provided the training is determined to be relevant to the Employee's job. The annual aggregate cost for tuition shall not exceed \$2,000.00.

11. Longevity Compensation:

- A. After ten (10) years of accumulated service with the City, the employee shall receive an additional five percent (5%) in salary.
- B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

12. Business Expense Allowance: Employee shall receive a business expense allowance of \$50.00 per month.

13. Non-Covered Items. Items not covered in this agreement are governed by the City's Employee Handbook.

RESOLUTION NO. 2022-33

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING ADJUSTMENTS TO THE CITY'S SALARY SCHEDULE AND COMPENSATION PLAN FOR MARINA DIRECTORS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA DIRECTORS, AUTHORIZING THE FINANCE DIRECTOR TO MAKE APPROPRIATE BUDGET AND ACCOUNTING ENTRIES AND RECEIVING AN ORAL REPORT ON CHANGES TO EXECUTIVE COMPENSATION IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(C)(3)

WHEREAS, the City employs directors to manage the various departments of the City; and,

WHEREAS, these directors have a collective Memorandum of Understanding (MOU) and employment agreements (Contracts); and,

WHEREAS, the Director MOU lapsed January 1, 2021; and,

WHEREAS, the City Council has review various indicators of the cost of living, including the San Francisco June CPI which was up more than 2.5% from the year prior; and,

WHEREAS, consistent with the employee MOU's recently approved, the City wishes to increase the Directors broadband salary schedule by 2.5% for FY 21/22 and a variable cost of living adjustment for FY 22/23 based upon the April 2022 SF/Oakland CPI, but not less than 2% and not more than 3.5%; and,

WHEREAS, the 2.5% cost of living increase to the Directors broadband salary schedule results in the an increase in the range from \$10,535 - \$17,985 per month to \$10,798 - \$18,434 per month, as shown in Table 1 of **Exhibit "A"**; and,

WHEREAS, the Marina Directors group actual salaries as a result of the above compensation changes are summarized in Table 2 of **Exhibit "A"**; and,

WHEREAS, the Director's MOU contains salary ranges, benefits, terms and conditions of employment and is addition, the Directors individual Contracts which are based on the MOU. The MOU included as **Exhibit "B"** updates the Broadband Salary Range and will be effective as of July 1, 2021 through June 30, 2023.

WHEREAS, effective July 1, 2021, all positions listed above and in the attached resolution, will receive a cost-of-living increase to their salaries, in the amount of 2.5%; and,

WHEREAS, the following positions will receive an equity increase at the following rates, effective February 28, 2022:

- a. Fire Chief will receive a 14.5% equity increase;
- b. Police Chief will receive a 12.0% equity increase;

WHEREAS, the annual cost of the salary increases is approximately \$75,000 a year.

WHEREAS, Government Code section 54953(c)(3) requires that, before taking final action, the Board of Directors must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executives; and,

Resolution No. 2022-33

Page Two

WHEREAS, on March 1, 2022, the City Council received an oral report on the changes to executive compensation and approved this comprehensive memorializing the changes.

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

1. Authorize adjustments to the City's salary schedule and compensation plan for Marina Directors; and,
2. Authorize the City Manager to execute a Memorandum of Understanding between the City of Marina and the Marina Directors Employees; and,
3. Authorize Finance Director to make appropriate accounting and budgetary entries; and,
4. Receive the executive compensation report in compliance with Government Code Section 54953(c)(3).

PASSED and ADOPTED by the City Council of the City of Marina at a regular meeting duly held on this 1st day of March 2022 by the following vote:

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

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: Biala

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

Director Salary Broadband Effective 7/5/2021

Table 1. Director's Monthly Broadband Salary Range

<u>Position</u>	<u>Monthly Broadband Range</u>
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation Director Public Works Dir/City Engineer	\$10,798 to \$18,435

Table 2. Executive Compensation Summary

<u>Position</u>	<u>Monthly Salary</u>
Assistant City Manager	\$16,628
Community Development Director	\$14,819
Finance Director	\$13,495
Fire Chief	\$16,405
Police Chief	\$16,984
Recreation Director	Currently vacant
Public Works Dir/City Engineer	\$15,307

Marina Directors
Memorandum of Understanding
Benefit Description

1. Directors Broadband Salary Range

<u>Position</u>	<u>Monthly Broadband Range</u>
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation Director Public Works Dir/City Engineer	\$10,798 to \$18,435

2. Medical, Dental & Vision, Flexible Benefit Plan

A. The City of Marina will contribute 70% of the low-cost health plan's premium offered by CalPERS towards whatever plan the employee selects.

B. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

C. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$20.00	\$20.00	\$20.00

D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follow"

E. City shall provide an allowance of \$575 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.

F. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all members for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.

G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance.

- H. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
- I. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the plan.
- J. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan
- K. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan
- 3. **Life Insurance:** City will provide on behalf of the employee \$100,000.00 life insurance coverage at a cost not to exceed \$45.00 per month.
- 4. **Retirement:** The City shall provide retirement benefits the employee under the Public Employees' Retirement System (PERS), as follows:
 - A. **Retirement Plans**
 - 1. For non-public safety employee:
 - a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012 or considered Classic members.
 - b. Tier 2 – CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 who are new members as defined under the PEPRA.
 - 2. For sworn public safety employee:
 - a. Tier 1 – CalPERS 3% @ 50 provided to all members hired prior to December 31, 2012 or are considered Classic members.
 - b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all members hired on or after January 1, 2013 who are new members as defined under the PEPRA
 - B. **Contributions**
 - a. Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
 - b. Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA

5. **Survivor Benefits**

- A. The City will amend the PERS contract to include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

6. **Holiday Schedule**

- A. For each member of the group the following holiday schedule shall apply

- Martin Luther King Jr. Birthday (3rd Monday of January)
- Presidents Day (3rd Monday of February)
- Memorial Day (Last Monday of May)
- Independence Day (July 4)
- Labor Day (First Monday of September)
- Veterans Day (November 11)
- Thanksgiving Day and the next day (4th Thursday and next Friday of November)
- Winter Break (December 24 – January 1)

- B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

7. **Leaves:** The employee's leave shall accrue and be administered, as follows:

- A. **Administrative Leave:** Employee shall receive two hundred (200) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Unused Administrative Leave to be paid at current salary upon termination of employment to a maximum of one hundred and sixty (160) hours.

Cash-out Unless otherwise specified in the Director's Contract, the City will pay employee at their request a maximum amount of one hundred (100) hours of administrative leave each fiscal year, at the employee's individual regular rate of pay.

- B. **Personal Leave Time:** Employee shall accrue Personal Leave Time as in lieu of Sick and Vacation time. The accrual rate will be as follows.

First Through Fifth Year of Service. Twenty-two (22) working days per year.

Sixth Through Fifteenth Year of Service. Twenty-seven (27) working days per year.

Sixteenth Year of Service and On. Twenty (32) working days per year.

Personal Leave Time shall not accrue in excess of 960 hours. Upon resignation, employee shall receive compensation for unused Personal Leave Time to a maximum of 300 hours. Upon retirement, employee shall receive compensation for unused Personal Leave Time to a maximum of 800 hours.

Cash-out: The City will pay employee at their request a maximum amount of eighty (80) hours of personal leave each fiscal year, at the employee's individual regular rate of pay.

Emergency Compensation: For Personal Leave Time. Upon a written request certifying and explaining a health-related emergency, the City Manager may authorize Employee to receive compensation for Personal Leave Time for a maximum of 80 hours.

8. Physicals:

- A. City shall pay up to \$300.00 for the cost of a physical examination for the Employee, on an annual basis.

9. Training Day:

- A. City shall budget \$500.00 for the Employee as Department Director Training Day

10. Educational Programs:

- A. The City will pay the tuition cost for educational programs in which the Employee participates, subject to the prior approval of the City Manager, provided the training is determined to be relevant to the Employee's job. The annual aggregate cost for tuition shall not exceed \$2,000.00.

11. Longevity Compensation:

- A. After ten (10) years of accumulated service with the City, the employee shall receive an additional five percent (5%) in salary.
- B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

12. Business Expense Allowance: Employee shall receive a business expense allowance of \$50.00 per month.

13. Non-Covered Items. Items not covered in this agreement are governed by the City's Employee Handbook.

February 23, 2022

Item No: **11a**Honorable Mayor and Members
of the Marina City CouncilCity Council Meeting
of March 1, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
AUTHORIZING ADJUSTMENTS TO THE CITY'S SALARY SCHEDULE
AND COMPENSATION PLAN FOR MARINA DIRECTORS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE
MARINA DIRECTORS, AUTHORIZING THE FINANCE DIRECTOR TO
MAKE APPROPRIATE BUDGET AND ACCOUNTING ENTRIES AND
RECEIVING AN ORAL REPORT ON CHANGES TO EXECUTIVE
COMPENSATION IN COMPLIANCE WITH GOVERNMENT CODE
SECTION 54953(C)(3)**

REQUEST:

It is requested that the City Council consider adopting Resolution No. 2022-:

1. Authorizing adjustments to the City's salary schedule and compensation plan for Marina Directors; and,
2. Authorizing the City Manager to execute a Memorandum of Understanding between the City of Marina and the Marina Directors Employees; and,
3. Authorizing Finance Director to make appropriate accounting and budgetary entries; and,
4. Receiving an oral report on changes to the executive compensation plan in compliance with Government Code Section 54953(c)(3).

BACKGROUND:

The City of Marina City Council has delegated all hiring authority to the City Manager including director positions of Assistant City Manager, Police Chief, Fire Chief, Finance Director, Public Works Director, Community Development Director and Recreation Director. The salary ranges, benefits, terms and conditions of employment are included in the Director's Memorandum of Understanding (MOU). In addition, the directors have specific contracts which are based on the MOU. When a new director is hired, he or she is hired within the broadband salary range dependent on his or her position, experience, skills and abilities.

Government Code section 54953(c)(3) requires that, before taking final action, the Board of Directors must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executives.

ANALYSIS:

The Director MOU lapsed January 1, 2021. Consistent with the employee MOU's recently approved, it is recommend that the Directors be provided a 2.5% cost of living adjustment for FY 21/22 and a variable cost of living adjustment for FY 22/23 based upon the April 2022 SF/Oakland CPI, but not less than 2% and not more than 3.5%. The FY 21/22 cost of living adjustment to be effective the first full pay period in July 2021.

The 2.5% cost of living adjustment to the City's current Director's broadband salary range results in the changes demonstrated in Table 1 below.

Table 1. Director's Monthly Broadband Salary Range

<u>Position</u>	<u>Current Monthly Broadband Range</u>	<u>Proposed Monthly Broadband Range with 2.5 % COLA</u>
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation Director Public Works Dir/City Engineer	\$10,535 to \$17,985	\$10,798 to \$18,435

The attached MOU documents the salary adjustments noted above and will be effective as of July 1, 2021 through June 30, 2023. There are no changes to benefits or other compensations as a result of the cost-of-living adjustment.

Executive Compensation Changes

Government Code section 54953(c)(3) requires that, before taking final action, the Board of Directors must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of local agency executives. Below in Table 2 is a list of employees who constitute local agency executives in the Marina Directors group.

Assistant City Manager
Community Development Director
Finance Director
Fire Chief
Police Chief
Recreation Director
Public Works Dir/City Engineer

Effective July 1, 2021, all positions listed above and in the attached resolution, will receive a cost-of-living increase to their salaries, in the amount of 2.5%.

In addition, the following positions will receive an equity increase at the following rates, effective February 28, 2022:

- a. Fire Chief will receive a 14.5% equity increase;
- b. Police Chief will receive a 12.0% equity increase;

Executive Compensation Summary

The Marina Directors group actual salaries as a result of the above compensation changes are summarized in Table 2 below.

Table 2. Executive Compensation Summary

<u>Position</u>	<u>Monthly Salary</u>
Assistant City Manager	\$16,628
Community Development Director	\$14,819
Finance Director	\$13,495
Fire Chief	\$16,405
Police Chief	\$16,984
Recreation Director	Currently vacant
Public Works Dir/City Engineer	\$15,307

FISCAL IMPACT:

The annual costs of the above-described changes to the executive compensation schedule are approximately \$75,000 a year.

CONCLUSION:

This report is presented for Council's consideration.

Respectfully submitted,

Catrina Scharf
Human Resource Analyst
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

Continued from June 7, 2022

June 2, 2022

Item No: **11b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 6, 2022

**CITY COUNCIL CONSIDER RECEIVING A PRESENTATION
REGARDING THE LONG-TERM VISION AND FISCAL
SUSTANABILITY OF THE MARINA MUNICIPAL AIRPORT, EFFORTS
TO PROVIDE QUALITY GENERAL AVIATION FACILITIES TO MEET
DEMANDS, AND POTENTIAL SUPPORT FROM THE MILITARY
ASSISTANCE PROGRAM (MAP) TO FUND INVESTMENTS IN
INFRASTRUCTURE TO SUPPORT HANGAR DEVELOPMENT AND
FACILITATE REVENUE SUPPORTING LAND USES**

REQUEST:

It is requested that the City Council consider:

1. Receiving a presentation on the long-term vision and fiscal sustainability, hangar and infrastructure needs and solutions, and potential financial support from the Military Assistance Program for the Marina Municipal Airport.

BACKGROUND

The Marina Municipal Airport is the newest general aviation airport on the Monterey Peninsula, residing on 845 acres of former Fort Ord property, with over 400 acres dedicated to aviation. The City of Marina owns and operates the airport. The airport provides support to commercial, military, and private aircraft. Services and facilities currently available include hangar storage, tie-downs, minor aircraft maintenance, skydiving, and fueling. The airport has been open for public use since 1995.

The airport is included in the FAA's National Plan of Integrated Airport Systems (NPIAS). As such, the Airport is eligible for federal development grants. The airfield layout consists of a single runway, measuring 3,483 feet in length and 75 feet in width. Airport facilities currently include five large hangar buildings (approximately 30,000 sq.ft. each), 24 T-hangars, 20 box hangars, 170 tie downs, an airport administration building and six ancillary buildings for non-aviation tenants.

There are estimated to be 50 based aircraft (including 42 single engine piston aircraft, three turboprops, 1 business jet) and 30,000 annual operations. Key tenants today include the U.S. Navy Center for Interdisciplinary Remotely Piloted Aircraft Study (CIRPAS), Skydive Monterey Bay, Light & Motion and most recently Joby Aviation, a leader in the vertical Take-off and Landing (eVTOL) industry, employing hundreds at the Marina Airport with expansion plans for a new large aeronautical manufacturing facility.

The Marina Municipal Airport is committed to supporting the aviation, economic, environmental, and recreational needs of the airport and the Marina community. Key strategies of this vision are:

- Expanding aviation related business by partnering with existing businesses or attracting new businesses.
- Phasing in the expansion of aviation needs

- Identifying revenue generating possibilities and partnering with the community for economic development
- Identifying highest and best use of airport land area
- Making the airport financially self-sustaining

To operate the airport at a bare minimum costs about \$900,000 annually. This includes salaries for two full-time staff, professional services, and minimum maintenance and repair to keep the airport operating. Revenues generated by box hangers, cell towers, aviation use hangers, and fuel sales total about \$550,000 annually. Joby Aviation leases bring in about \$1,000,000 annually in revenues to the airport. Attracting new aviation and non-aviation businesses to the airport are critical to the fiscal sustainability of the airport.

DISCUSSION:

Staff and representatives of the Federal Aviation Administration (FAA) have been in close communication for the last couple of years to support growth at the Marina Municipal Airport and tenants such as Joby Aviation. These talks have resulted in the FAA's greater understanding and attention to the needs and challenges of the airport.

The airport was deeded to the City directly from the federal government following the closure of Fort Ord. The former helicopter airport contained large hangar buildings in need of a great deal of maintenance. While it was documented in the Airport Master Plan that an estimated 43 private small planes could be stored in the 5 large conventional hangars, utilizing these large buildings in this way is not the highest and best use as it is not efficient, is not the highest and best use, and does not provide for fiscal sustainability of the Airport. In comparison, leasing the entire building to single tenant generates much greater revenue for the airport that is used to reinvest in the maintenance and upkeep of the buildings. Below is an example using a large hanger building to compare the rents generated by several small tenants in contrast to one single tenant.

Large Hangar	Individual Tenants	Singe Tenant
Lease Rates	Max capacity of 9 aircraft @ \$250 mo. each = \$2,250 Office space 5,000 s.f. x \$.50 p/s.f. = \$2,500 Total = 4,750 mo.	35,000 sf x .36 p/s.f. = \$12,600 mo.

At current rates the difference between individual tenants versus one tenant is approximately \$7,850 a month or \$94,250 annually. The total annual revenue under these two scenarios are summarized below.

Large Hangar	Individual Tenants	Singe Tenant
Lease Rates	4,750 mo. / \$57,000 annually	\$12,600 mo. / \$151,200 annually

As part of staff's recent analysis of airport fiscal sustainability included long range maintenance costs required to preserve the 50–70-year-old structures constructed by the Army. The engineer's analysis of the needed capital reserve costs over the next 30-years and ongoing annual maintenance costs to preserve each large hanger building requires an approximate total of \$200,000 annually. In addition to the capital and maintenance costs, there are also ongoing operations costs.

After reviewing the financial data presented above the FAA staff agreed that tenants such as Joby Aviation are critical to the long-term sustainability of the airport and the continued quality facilities for the general aviation community. This education for the FAA staff has fortunately opened discussions of the airport participating in the highly selective Military Assistance Program. Nationwide, there are only a few general aviation airports that are selected to participate in MAP at one time. And the funding can be significant (up to \$35 million) over the 5-year funding cycles.

While the FAA staff is supportive of helping our airport to be financially sustainable, they are also concerned that we continue to provide a quality general aviation airport for pilots while also fostering Joby's expansion. In this effort, staff has worked with the Tartaglia Engineering to develop hangar complex plans on the airport that can be phased in over 30-years to meet the demands of the general aviation users of the airport. Also provided were engineering estimates of the costs to develop these complexes.

The presentation attached was presented the FAA staff on May 6, 2022 and was received well. This presentation includes the vision for Airport and how the future expansion of tenants such as Joby Aviation will work in concert with expansion of hangar space to service the general aviation community and provide for revenue supporting land uses to be developed in the future further adding to the financial sustainability of the Airport.

The conclusion of the meeting with the FAA staff was that the City will continue to develop its phasing plan for the Airport and how we propose to use MAP funding towards meeting the vision and financial sustainable future. Staff has met with Tartaglia Engineers to discuss including estimates for infrastructure development to support the Airport Business Park and revenue support area on the north side of the Airport property. The FAA staff also encouraged City staff to meet with Airport tenants and share future vision and hangar plans. This meeting is being planned for evening of June 8th and will be reported back to the FAA at our next meeting.

In addition to these efforts to provide for the Airport's future, staff also continues to try and gain the approval of the FAA for the Joby future factory building on the South Tarmac area. These discussions and meetings are critical to that effort as well and we look forward to having the FAA approval this summer.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

MARINA MUNICIPAL AIRPORT



Vision and efforts to meet current and future aviation demands

May 6, 2022



VISION FOR THE MARINA MUNICIPAL AIRPORT

- Airport Master Plan Adopted May 2018
- Provides guidance for future development to meet existing and future needs
- Project included public review and input
 - 5 PAC meetings, 2 workshops, Council adoption
- Several Landside Alternatives incorporated
- Annual Budget & CIP review and approval



MARINA MUNICIPAL AIRPORT VISION STATEMENT

Mission Statement

The Marina Municipal Airport's mission is to provide a safe, efficient, customer focused airport to serve the Marina community and Monterey Peninsula area.

Vision

The Marina Municipal Airport is committed to supporting the economic, environmental, and recreational needs of the airport and Marina community through safe and secure operations and fiscal self-sustainability. Key strategies of our vision are:

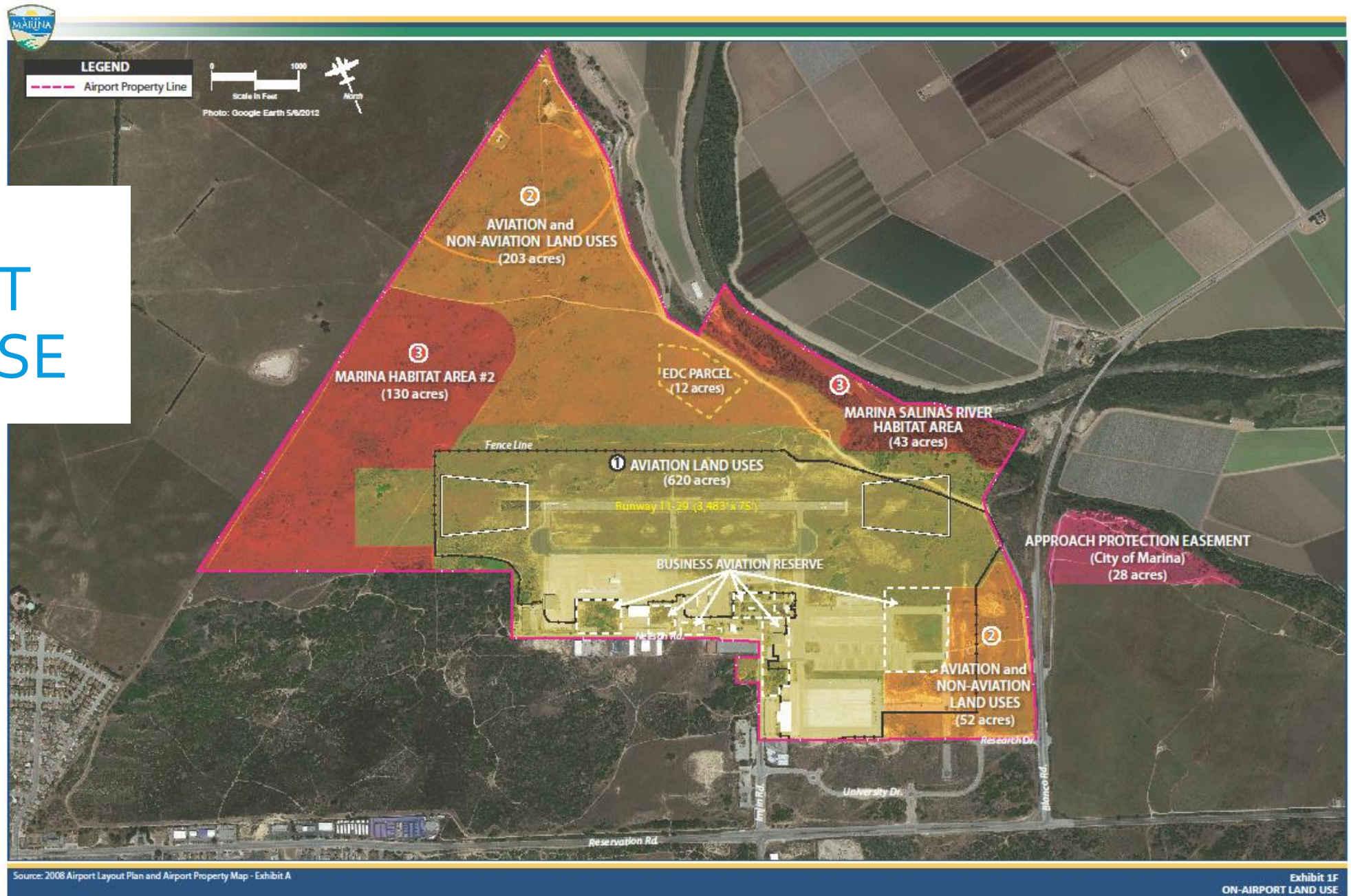
1. Expanding aviation related business by partnering with existing businesses or attracting new businesses.
2. Phasing in the expansion of aviation needs
3. Identifying revenue generating possibilities and partnering with the community for economic development
4. Identifying highest & best use of airport land area
5. Making the airport financially self-sustaining

MARINA MUNICIPAL AIRPORT VISION STATEMENT (CONT.)

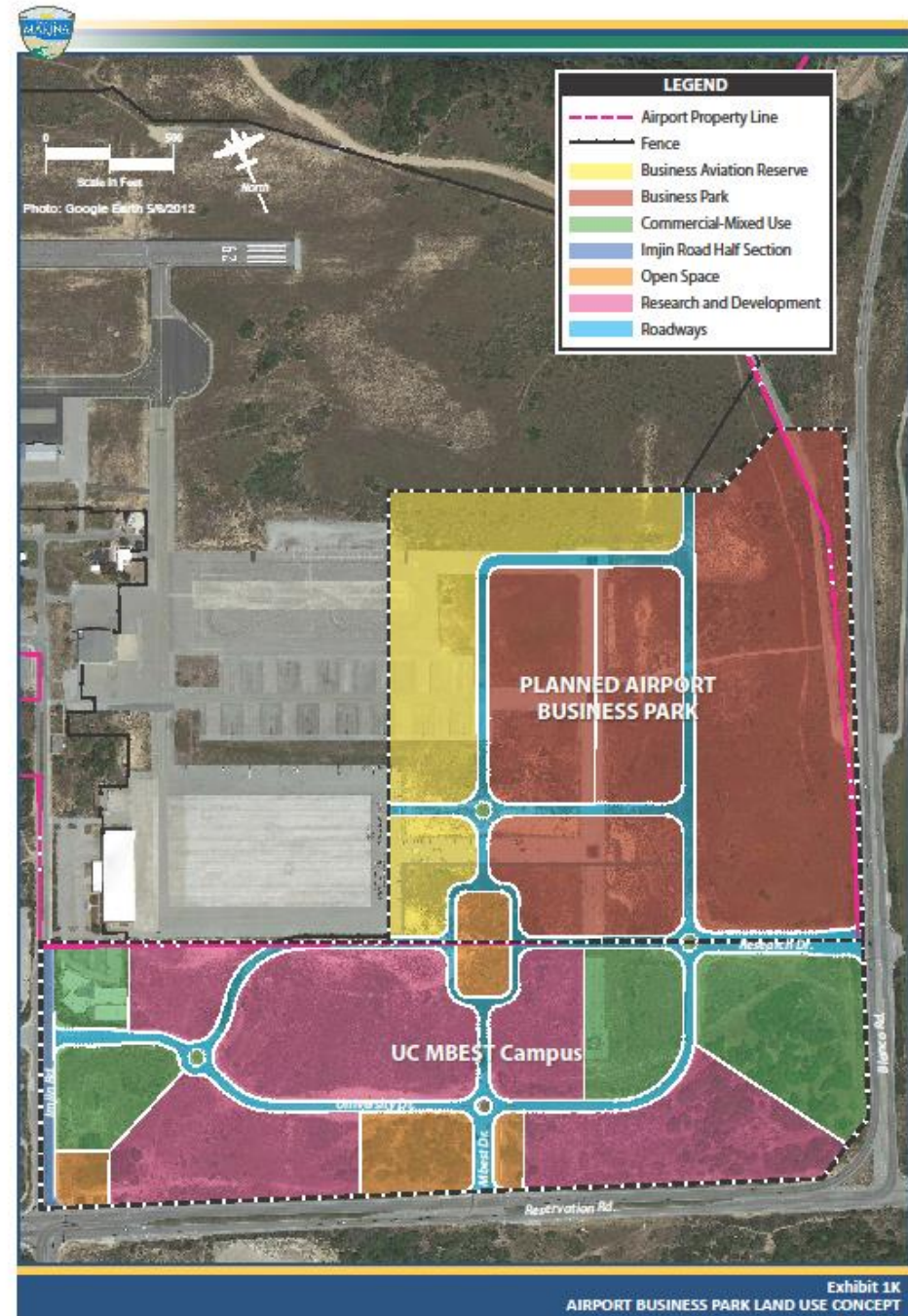
Goals and Objectives

1. Address the needs of the general aviation users
2. Address the general aviation needs of the businesses
3. Maintain and retain current facilities and airport assets including real property, runways, taxiways, ramps, hangars, etc.
4. Provide services and economic value to the City of Marina
5. Be a welcoming gateway for private aircraft access to the Monterey Peninsula
6. Provide a safe environment for all at the airport
7. Enabling the support, acquisition and construction of new airport assets
8. Identifying development projects to fulfill the preferred development plan in the ALP
9. Establish a phasing plan for development projects to meet forecasted needs and review possible funding sources

ON-AIRPORT LAND USE



AIRPORT BUSINESS PARK LAND USE CONCEPT







AIRCRAFT STORAGE AND PARKING INVENTORY

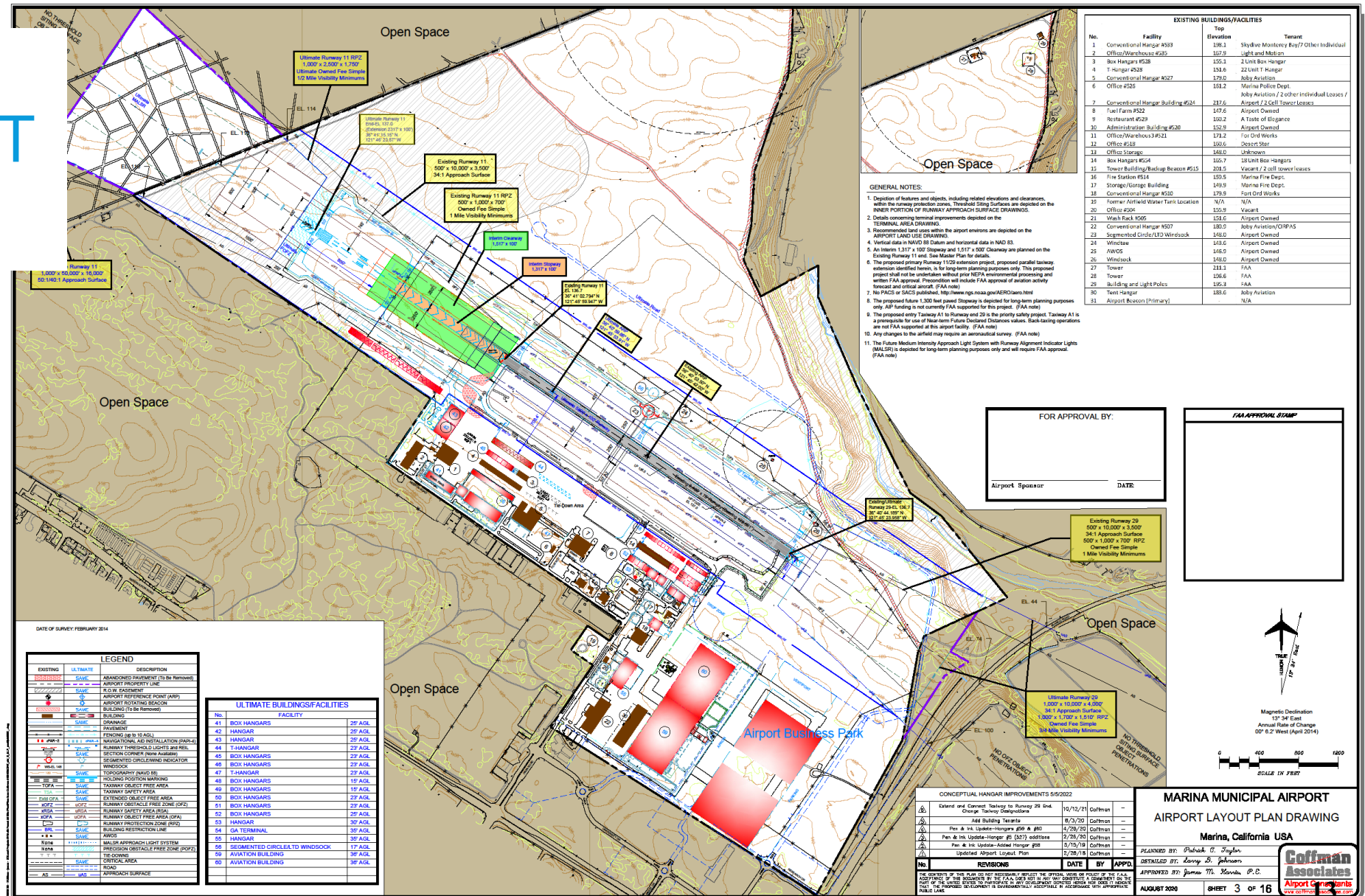
Aviation building space by type	Estimated Total Aircraft Positions	Maintenance/ Office Space (s.f)	Aircraft Storage Space (s.f.)
Total T-Hangar	24	1,000	23,500
Total Box Hangar	20	2,300	27,200
Total Conventional Hangar	43	22,200	125,500*
North Tarmac Tie Down Area	170		388,800
*Actual usage of hangars, especially if there is a single lessee, may result in fewer available aircraft positions.			

POTENTIAL AIRCRAFT STORAGE DEMAND

- Airport maintains and interest list for hangar storage
- List is a few years old and needs to be cleaned up for those that have found storage elsewhere.

Potential Interest List Category (has not been verified to see if still interested)	Total Units in Potential Demand
Total T-Hangar Waitlist	16
Total Box Hangar Waitlist	27
Total Unspecified Hanger Waitlist	51

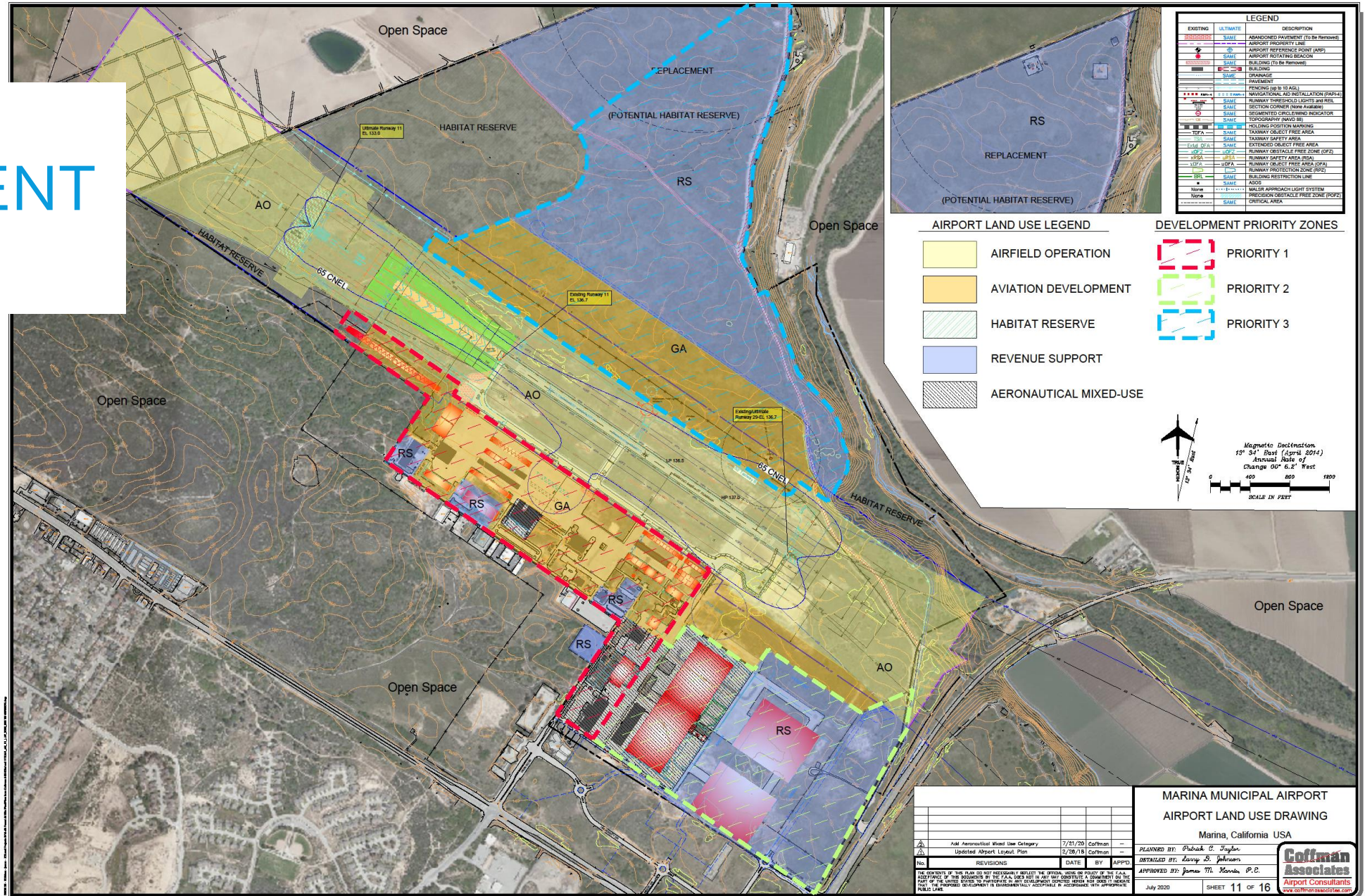
HANGAR DEVELOPMENT PLANNING



PROPOSED ADDITIONAL SUPPLY

Hangar Project	Total Number of Hangars	Size of Hangars		
North Tower Hangar Complex	44	40' x 40' 60' x 60' 160' x 130'	30' x 30' 80' x 100'	50' x 50' 80' x 80'
Neesen Road West Hangar Complex	21	60' x 50' 120' 50' x 120'	100' x 100' 80' x 100'	116' x 120'
West Apron Hangar	5	60' x 50'		
West End Hangar Complex	48	47'6" x 39' 130'	40' x 40'	160' x 130'
Taxi lane Hangar – Small	1	100' x 100'		
Taxi lane Hangar - Large	1	300' x 150'		
Total	120			

AIRPORT DEVELOPMENT PHASES



HANGER ADDITION PHASING

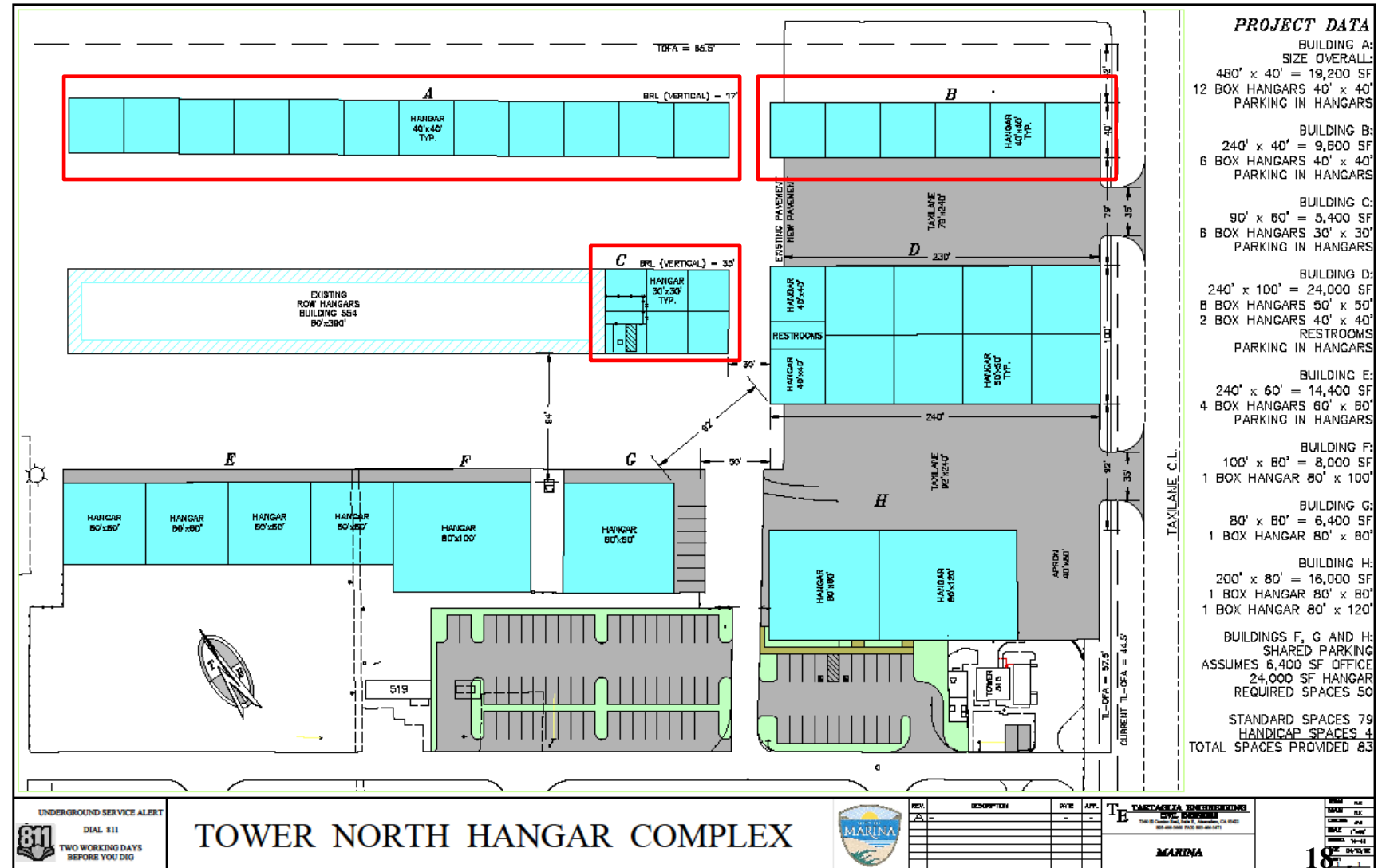
Priority	Phase 1 (Years 1 – 15)	Number of Hangars	Size of Hangars	Percent of Current Potential Demand
1	Tower North Hangar Complex Buildings A, B, C	26	40' x 40' 30' x 30'	28%
2	Tower North Hangar Complex Building D	10	50' x 50'	11%
3	Tower North Hangar Complex Buildings H	2	160' x 130'	2%
4	Tower North Hangar Complex Buildings E	4	60' x 60'	4%
5	Neesen Road West Hangar Complex Building A	11	60' x 50'	12%
6	West Apron Hangar	5	60' x 50'	5%
7	Neesen Road West Hangar Complex Building D	4	80' x 100'	4%
8	Neesen Road West Hangar Complex Building B	1	100' x 100'	1%
	Total	63		67%

HANGER ADDITION PHASING

Priority	Phase 2 (Years 15 – 30)	Number of Hangars	Size of Hangars	Percent of Current Potential Demand
	Tower North Hangar Complex Buildings F and G	2	80' x 100' 80' x 80'	2%
	Neesen Road West Hangar Complex Building C	21	116' x 120'	22%
	Taxilane Hangar - Small	1	100' x 100'	1%
	Taxilane Hangar - Large	1	300' x 150'	1%
	West End Hangar Complex Buildings A - F	48	47'6" x 39' 40' x 40' 160' x 130'	51%

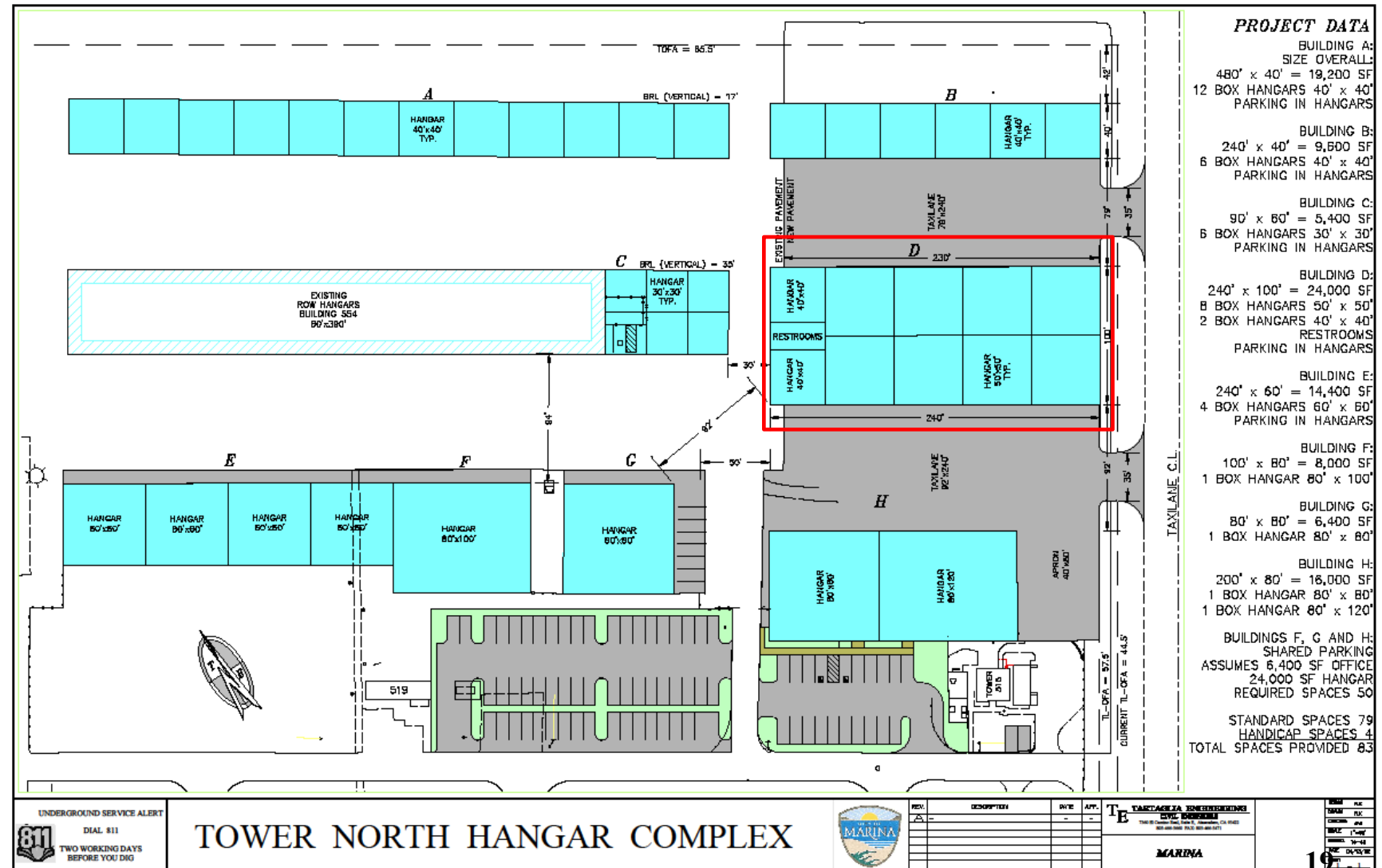
PHASE 1 – PRIORITY 1

	Bldg A	Bldng B	Bldng C	Total
Total Units	12	6	8	26
Unit Size	40' x 40'	40' x 40'	30' x 30'	
Estimated Cost	\$6,102,479			
Annual Revenue	\$153,600			



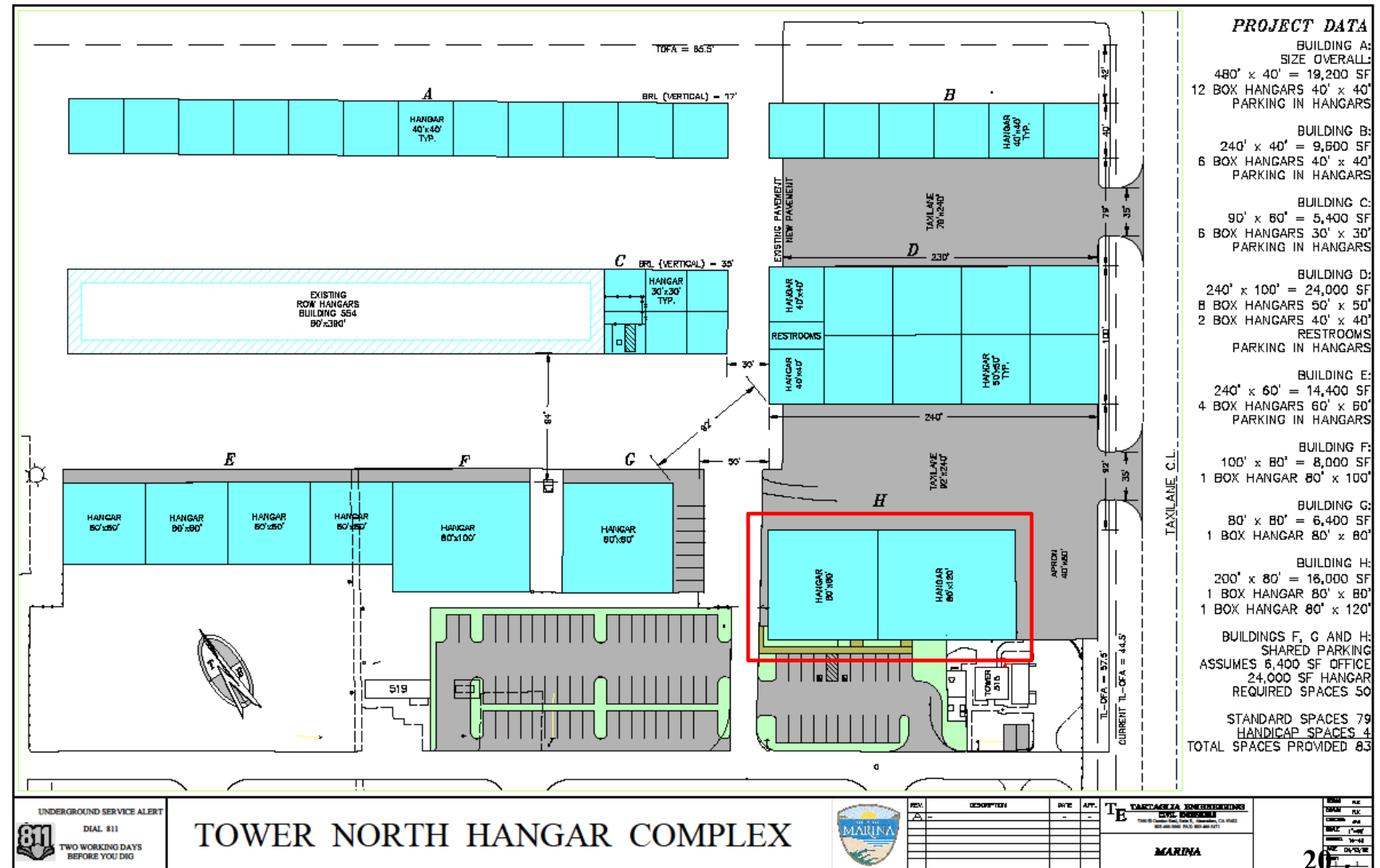
PHASE 1 – PRIORITY 2

	Bldg D	Total
Total Units	10	10
Unit Size	50' x 50'	
Estimated Cost	\$4,423,056	
Annual Revenue	\$72,000	



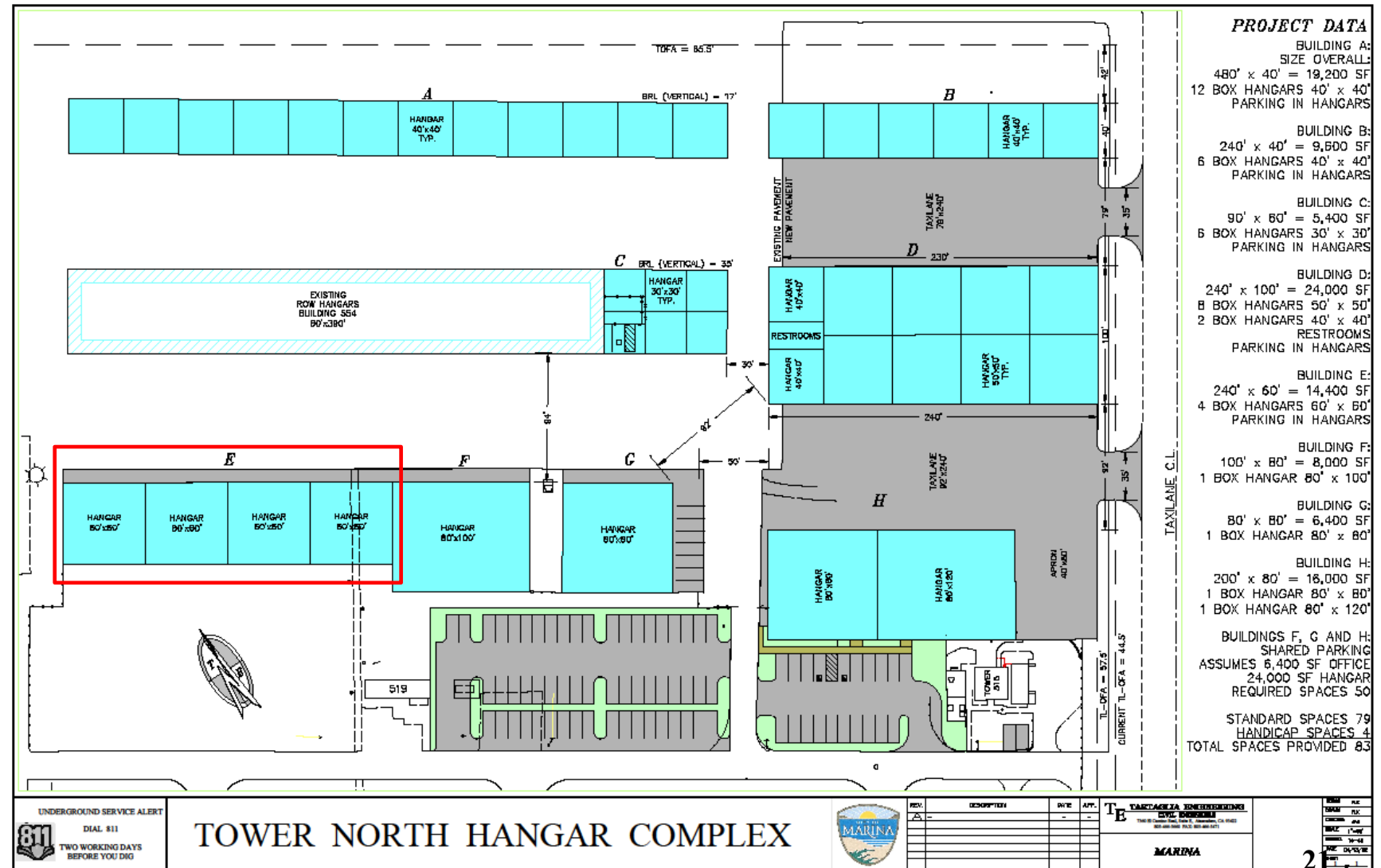
PHASE 1 – PRIORITY 3

	Bldg H	Total
Total Units	2	2
Unit Size	160' x 130'	
Estimated Cost	\$6,073,848	
Annual Revenue	\$53,760	



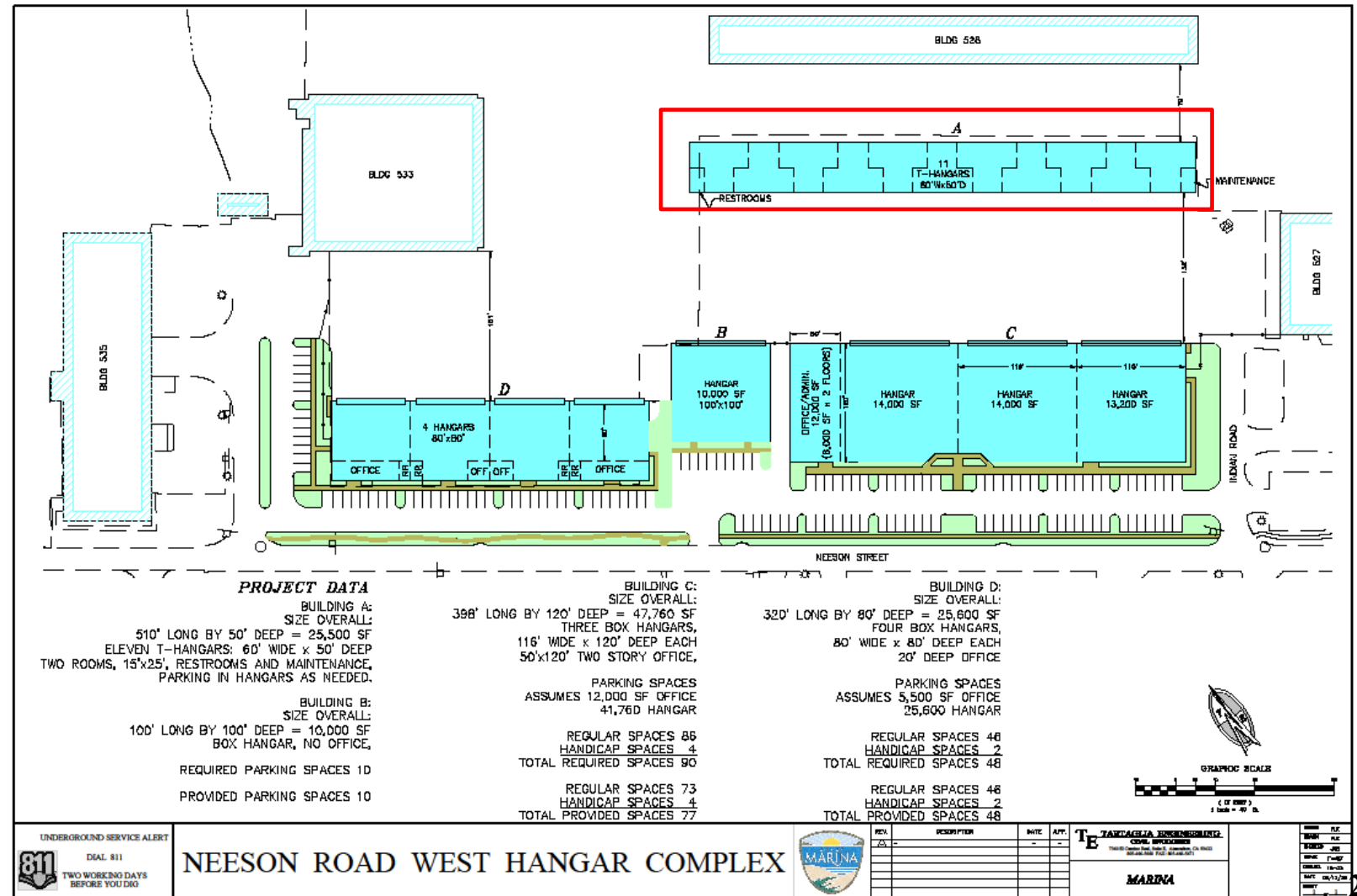
PHASE 1 – PRIORITY 4

	Bldg E	Total
Total Units	4	4
Unit Size	60' x60'	
Estimated Cost	\$3,520,968	
Annual Revenue	\$48,384	



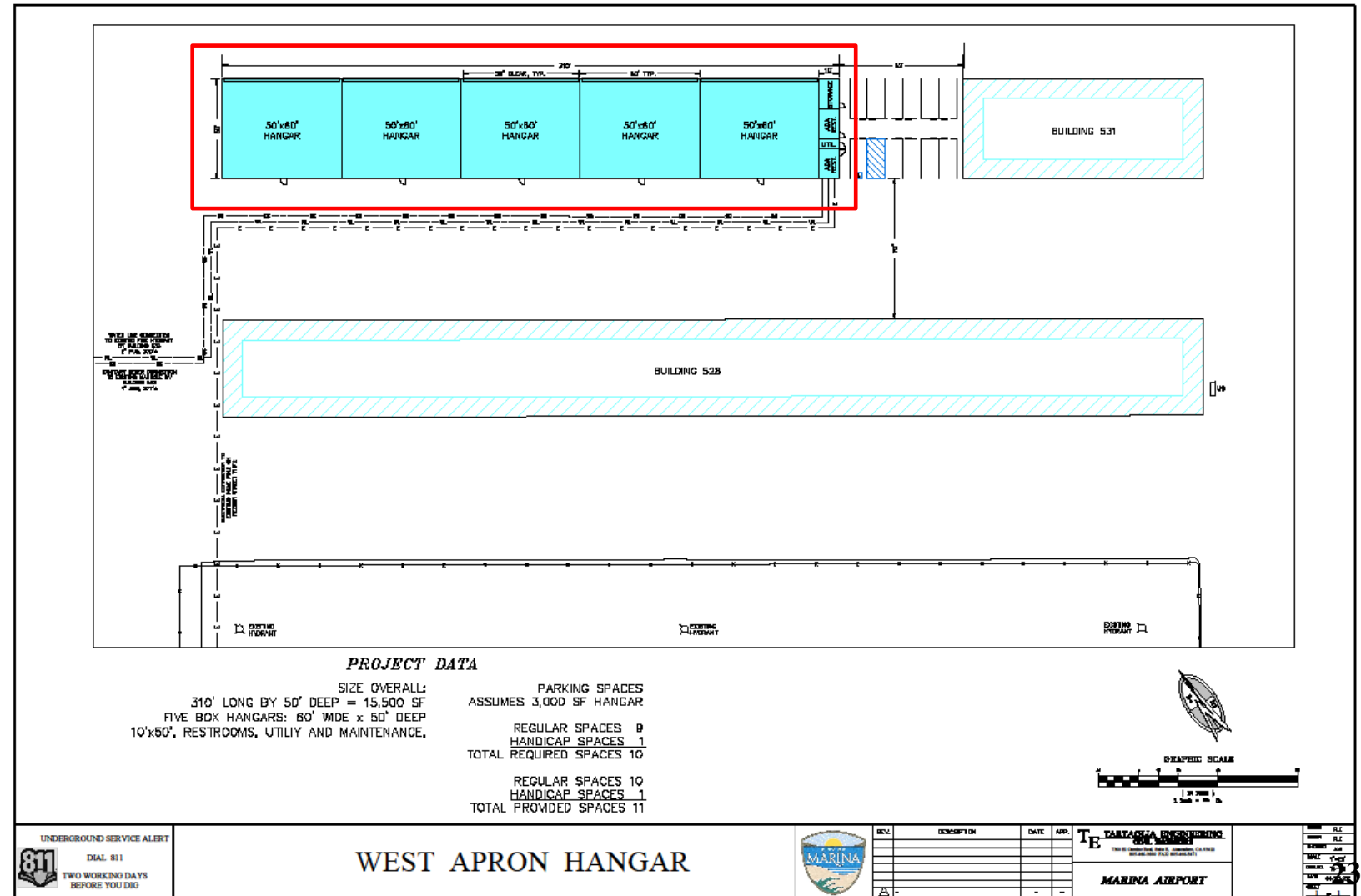
PHASE 1 – PRIORITY 5

	Bldg A	Total
Total Units	11	11
Unit Size	60' x 50'	
Estimated Cost	\$5,449,497	
Annual Revenue	\$79,200	



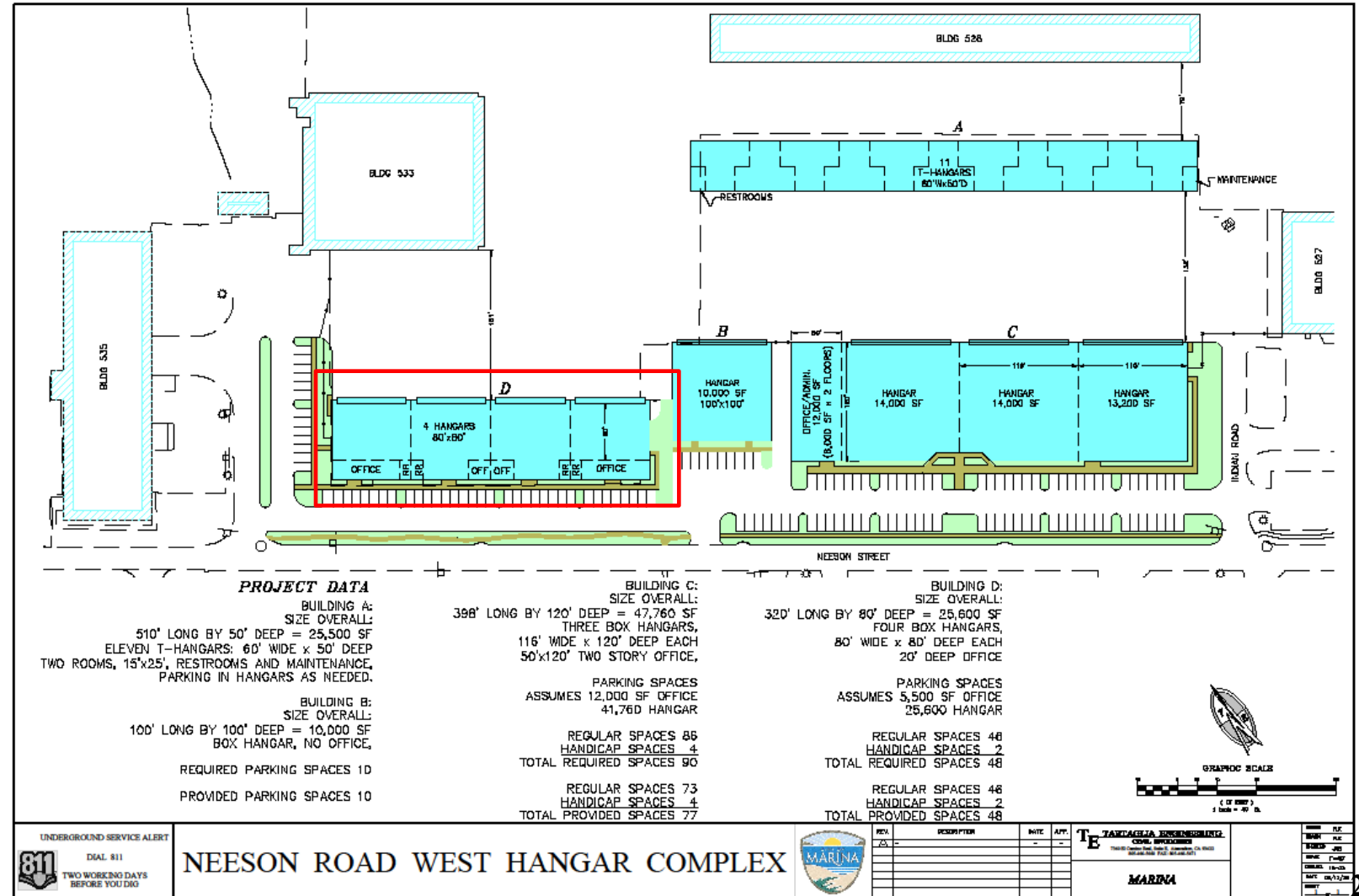
PHASE 1 – PRIORITY 6

	Bldg	Total
Total Units	5	5
Unit Size	60' x 50'	
Estimated Cost	\$6,044,465	
Annual Revenue	\$50,400	



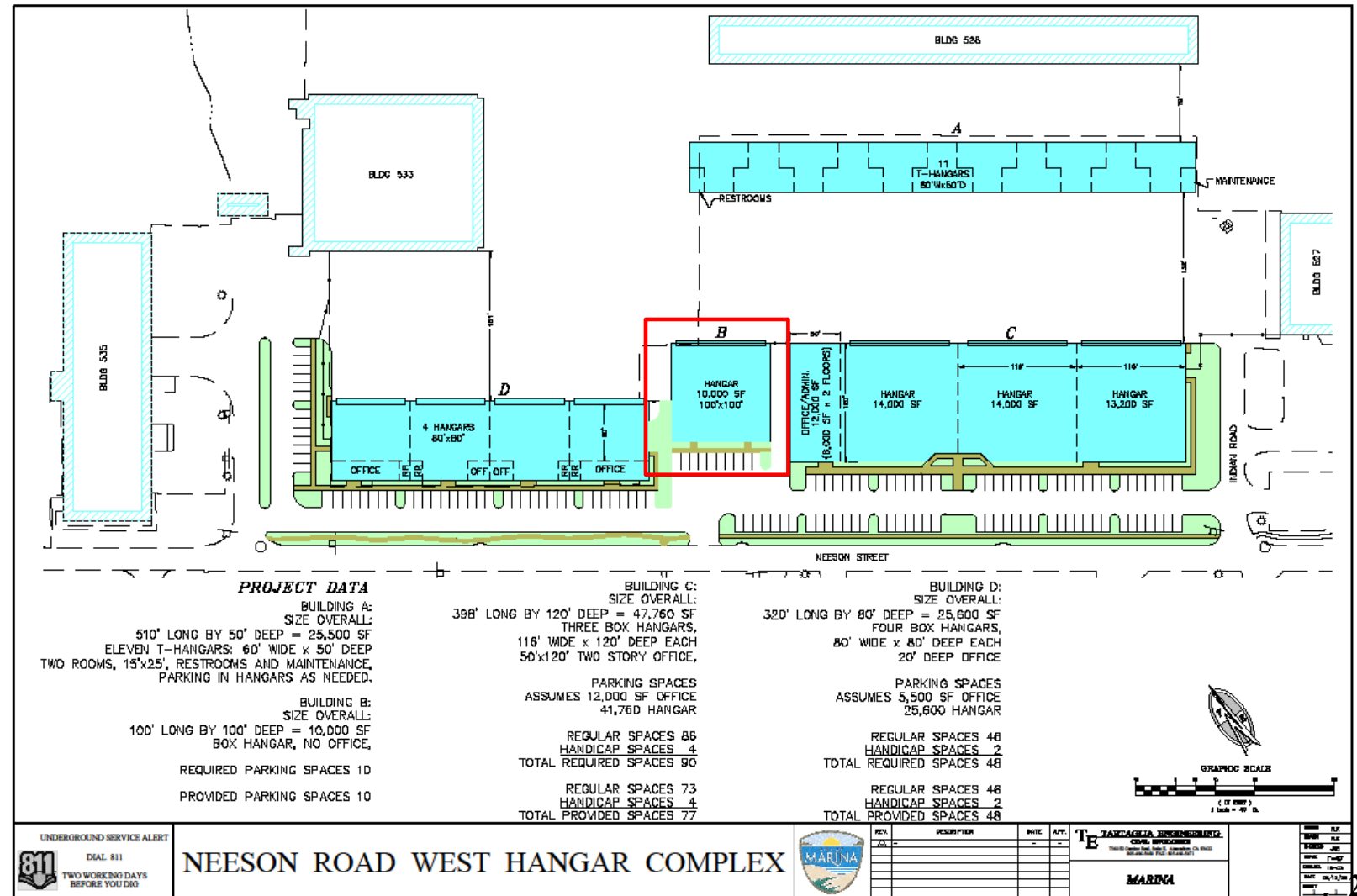
PHASE 1 – PRIORITY 7

	Bldg D	Total
Total Units	4	4
Unit Size	80' x 100'	
Estimated Cost	\$7,317,050	
Annual Revenue	\$86,016	



PHASE 1 – PRIORITY 8

	Bldg B	Total
Total Units	1	1
Unit Size	100' x 100'	
Estimated Cost	\$3,130,248	
Annual Revenue	\$33,600	

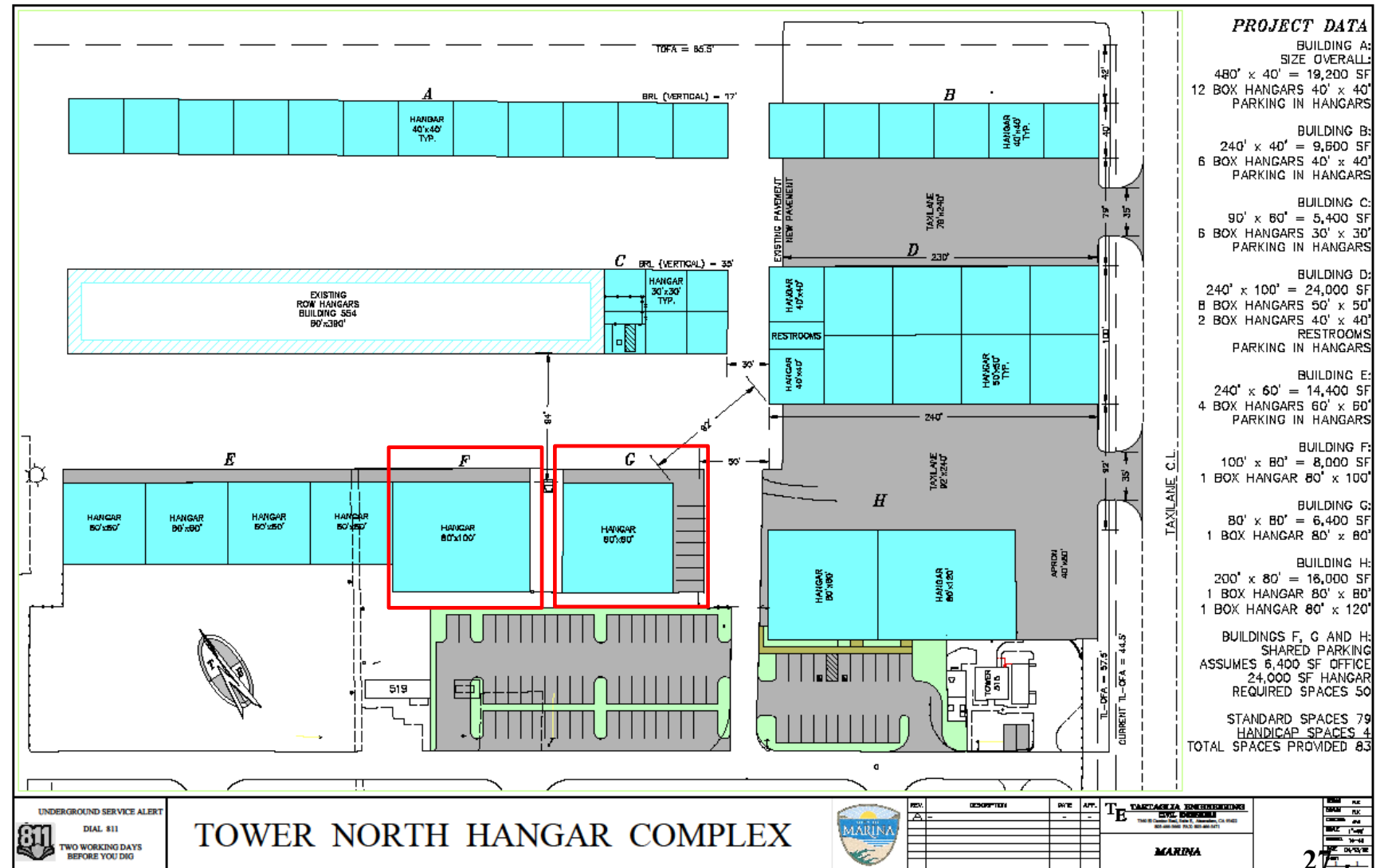


PHASE 1 TOTAL COSTS

Priority	PHASE 1 (YEARS 1-15)				
		Engineer Estimated Cost	Principle with Interest	Cash/Grant	Total Project Cost (D + E)
1	Tower North Hangar Complex Buildings A, B, C	\$ 6,102,479	\$ 4,583,152	\$ 3,850,000	\$ 8,433,152
2	Tower North Hangar Complex Buildings D	\$ 4,423,056	\$ 2,132,495	\$ 3,375,000	\$ 5,507,495
3	Tower North Hangar Complex Buildings H	\$ 6,073,848	\$ 1,574,560	\$ 5,300,000	\$ 6,874,560
4	Tower North Hangar Complex Buildings E	\$ 3,520,968	\$ 1,263,493	\$ 2,900,000	\$ 4,163,493
5	Neesen Road West Hangar Complex Building A	\$ 6,044,465	\$ 2,328,659	\$ 4,900,000	\$ 7,228,659
6	West Apron Hangar	\$ 6,044,465	\$ 1,209,566	\$ 5,450,000	\$ 6,659,566
7	Neesen Road West Hangar Complex Building D	\$ 7,317,050	\$ 2,578,086	\$ 6,050,000	\$ 8,628,086
8	Neesen Road West Hangar Complex Building B	\$ 3,130,248	\$ 773,696	\$ 2,750,000	\$ 3,523,696
Total Phase I		\$ 42,656,579		\$ 34,575,000	\$ 51,018,707

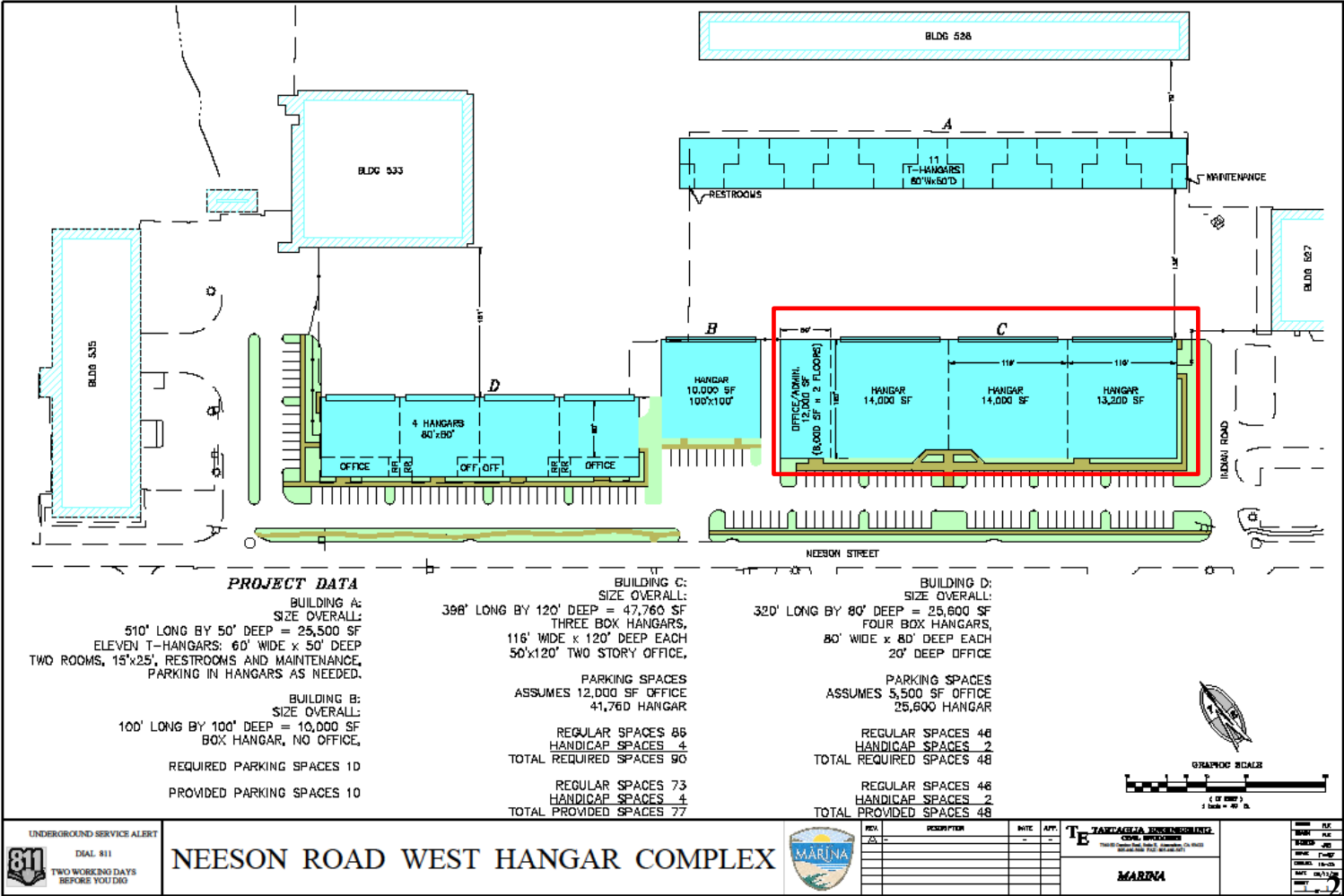
PHASE 2

	Bldg F	Bldg G	Total
Total Units	1	1	2
Unit Size	80' x 100'	80' x 80'	
Estimated Cost	\$12,990,641		
Annual Revenue	\$48,384		



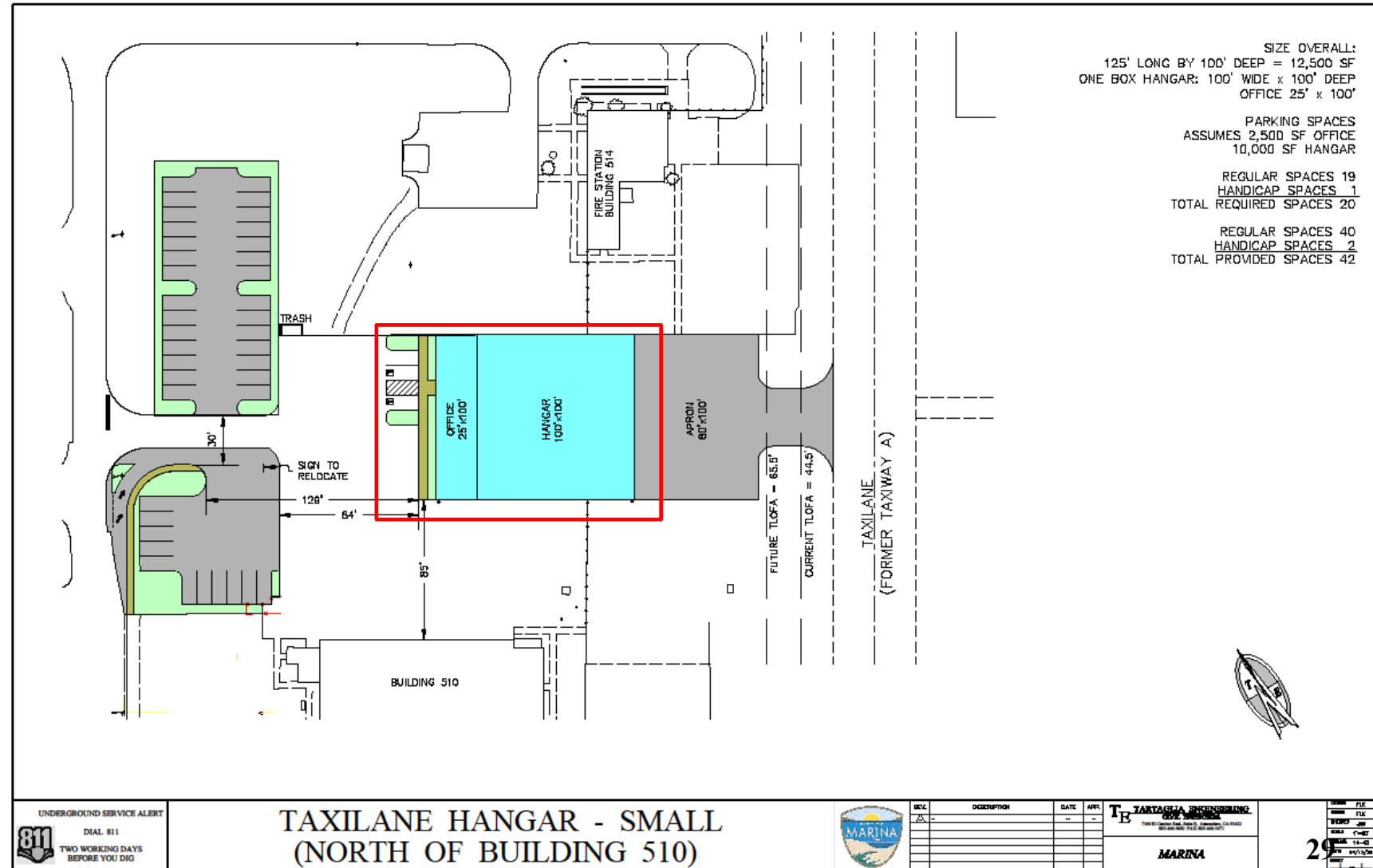
PHASE 2

	Bldng C	Total
Total Units	3	3
Unit Size	116' x 120'	
Estimated Cost	\$13,412,274	
Annual Revenue	\$141,120	



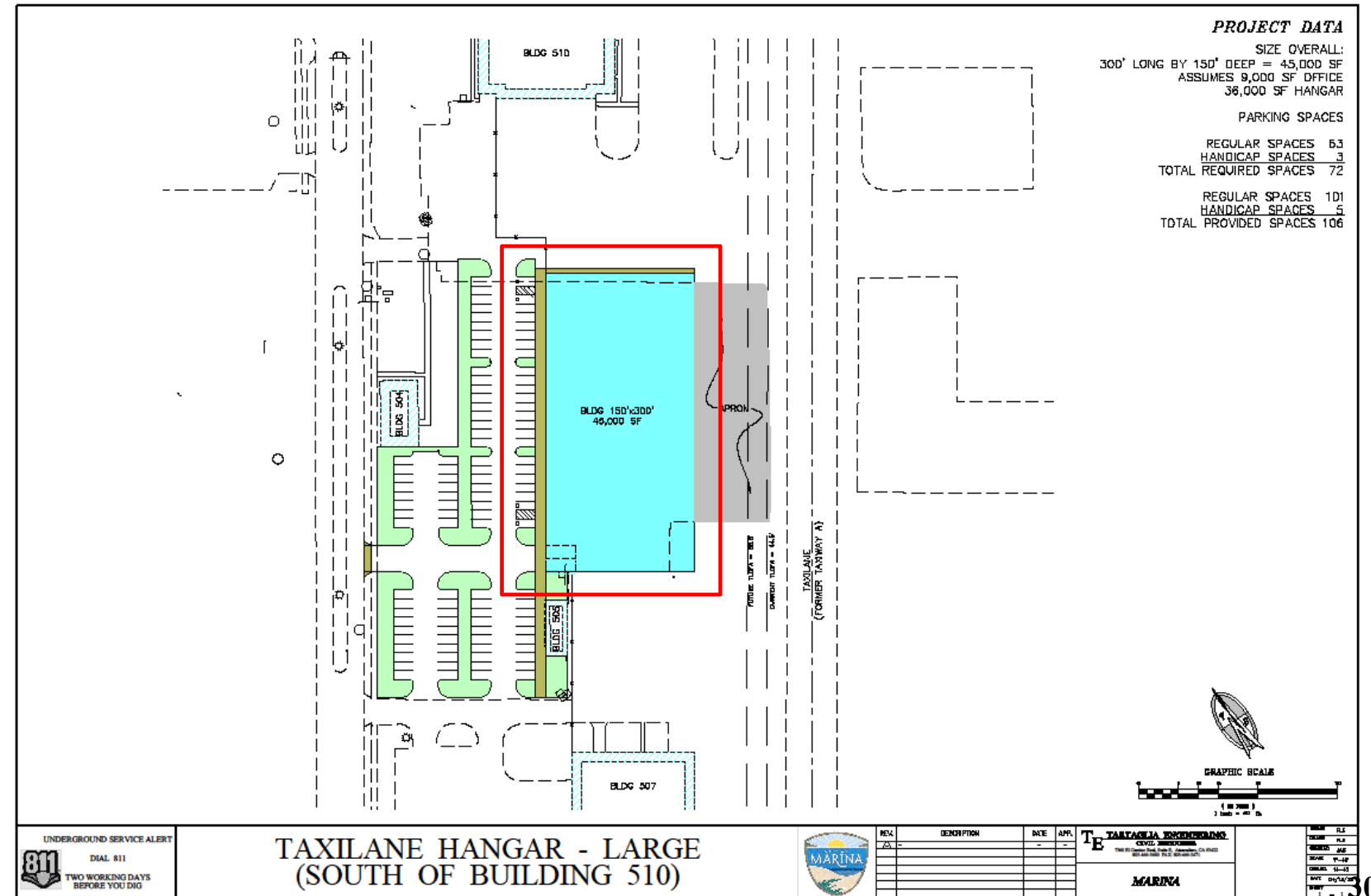
PHASE 2

	Bldg	Total
Total Units	1	1
Unit Size	100' x 100'	
Estimated Cost	\$4,230,863	
Annual Revenue	\$42,000	



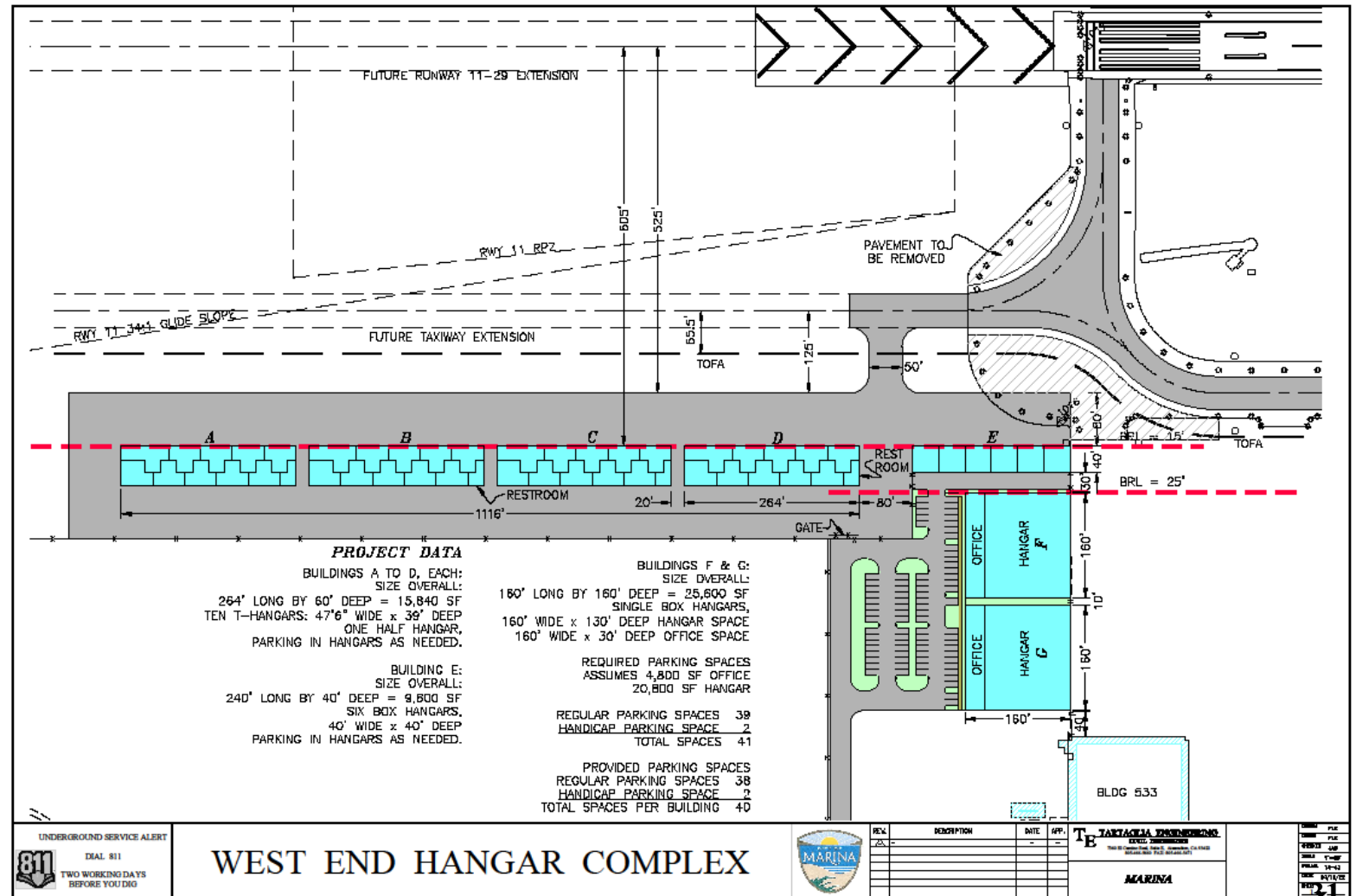
PHASE 2

	Bldg	Total
Total Units	1	1
Unit Size	300' x 150'	
Estimated Cost	\$15,654,732	
Annual Revenue	\$151,200	



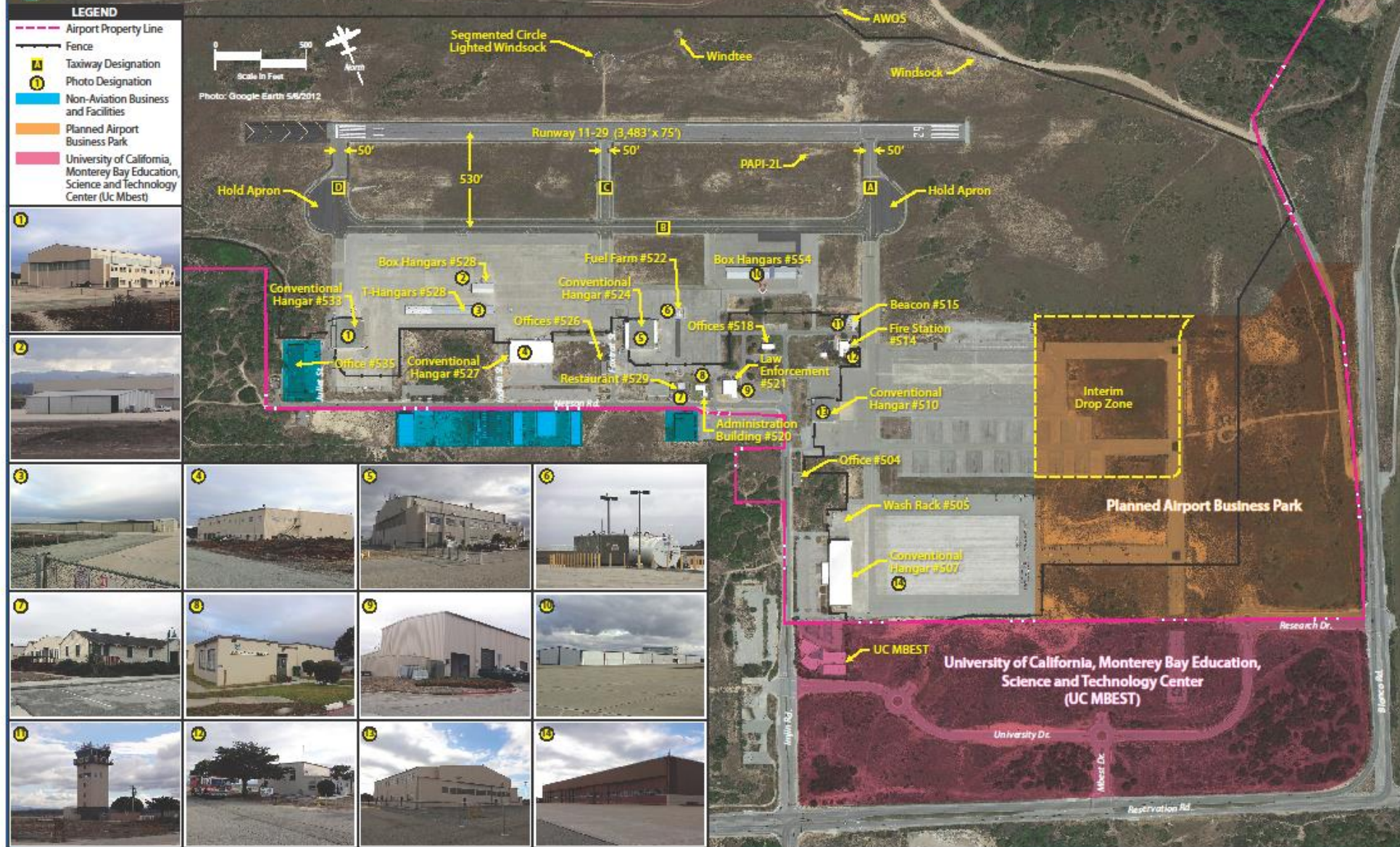
PHASE 2

	Bldg A - D	Bldng E	Bldng F - G	Total
Total Units	40	6	2	48
Unit Size	47'6" x 39'	40' x 40'	160' x 130'	
Estimated Cost	\$35,425,870			
Annual Revenue	\$461,232			



PHASE 2 TOTAL COSTS

Priority	PHASE 2 (YEARS 15-30)				
none set yet		Engineer Estimated Cost	Principle with Interest	Cash/Grant	Total Project Cost (D + E)
	Tower North Hangar Complex Buildings F and G	\$ 12,990,641	\$ 26,432,248	\$ -	\$ 26,432,248
	Neesen Road West Hangar Complex Building C	\$ 13,412,274	\$ 27,290,149	\$ -	\$ 27,290,149
	Taxilane Hangar - Small	\$ 4,320,863	\$ 8,791,723	\$ -	\$ 8,791,723
	Taxilane Hangar - Large	\$ 15,654,732	\$ 31,852,912	\$ -	\$ 31,852,912
	West End Hangar Complex Buildings A - F	\$ 35,425,870	\$ 72,081,535	\$ -	\$ 72,081,535
		\$ 81,804,380	\$ 177,545,139		\$ 166,448,568





AGENDA ITEM: 11c
JULY 6, 2022

**STAFF WILL BE PROVIDING A POWERPOINT
PRESENTATION TO COUNCIL PRIOR TO THE
JULY 6, 2022, MEETING**