MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Shane Anderson - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

BOARD OF DIRECTORS AGENDA

***** NEW MEETING LOCATION *****
Oldemeyer Center, Blackhorse Room
986 Hilby Avenue
Seaside, California
Wednesday, March 8, 2017 at 6:00 p.m.

1) **6:00 p.m. Call to Order**

2) **Roll Call**

3) **Identification of Closed Session Items** *(Part or all of a meeting may be closed to the public under special conditions. The Board may only consider matters covered in the agenda descriptions.)*

   A. Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: A.P.N. 015-162-044, 015-162-045 and others (Negotiators: Payan and Sutton/Lem/Fischer)
   B. Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: A.P.N. 103-071-013; 103-181-003; 259-091-007; 015-163-005, 006 & 007 and 015-441-003 (Negotiators: Payan and Holm)
   C. Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2). One potential case.
   D. Conference with Legal Counsel – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2). One potential case.

4) **Public Comment on Closed Session Item** *(The public may speak for a maximum of three minutes on any closed session item. Please complete a speaker form and give it to the Board Clerk.)*

5) **Adjourn to Closed Session**

6) **6:30 p.m. Regular Meeting**

7) Report on Return from Closed Session *(The Board shall publicly report any action taken in Closed Session pursuant to Government Code Section 54957.1(a).)*

8) Approval of Agenda

9) Presentation – Carmel River Floodplain Restoration and Environmental Enhancement Project Update, Melanie Beretti and Sarah Hardgrave, Big Sur Land Trust

10) Public Comments *(The public may speak for a maximum of three minutes on any subject that is not on the agenda. Please complete a speaker form and give it to the Board Clerk.*

11) Consent Items *(Items on the Consent Calendar are routine and for which a staff recommendation has been prepared. There is no discussion of these items prior to the Board vote and items will be acted on in one motion, unless a member of the Board, staff or public requests specific items be discussed and/or removed from the Consent Calendar. Public speakers are limited to three minutes.)*

A. Approval of February 8, 2017 Minutes *(S. Parker)*
B. Approval of Summary of Payments *(K. McCullough)*
C. Approval of Resolution #2017-02, Directing Preparation of the Engineer's Report for the Parks, Open Space and Coastal Preservation Assessment District for Fiscal Year 2017-18 *(R. Payan)*
D. Approval of Amendment to Contract with Whitson Engineers *(T. Jensen)*
E. Approval of Amendment to Contract with Turf Image Geospatial *(T. Jensen)*
F. Acceptance of Monterey Peninsula Water Management District Grant for Garland Ranch Regional Park Native Plant Demonstration Garden and Arboretum Interpretive Signage Project *(J. Nelson)*

12) Discussion/Action Items

A. Fiscal Year 2016-17 Budget Review *(S. Parker)*
B. Approval of Resolution #2017-03, Authorizing Amendments to the Fiscal Year 2016-17 Budget *(S. Parker)*

13) Division Reports *(The General Manager and designated staff may provide reports on their activities or informational items and/or make brief announcements. They may also ask for clarification or direction from the Board.)*

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*
B. **Environmental Education/Community Outreach**
   1) No Report
C. **Operations and Maintenance**
   1) No Report
D. **Planning and Conservation**
   1) No Report

14) Adjournment

Agenda packets, with the exception of Closed Session and non-approved items are available at the Administration Office. Agendas are available at the Garland Park Visitor Center and Big Sur, Carmel,

Carmel Valley, CSUMB, Marina, Monterey, Pacific Grove and Seaside Public Libraries. Materials related to an item on this Agenda submitted after distribution of the Agenda packet are available for public inspection at the Administration Office during normal business hours. The Agendas and Agenda packets may also be viewed on the District website at www.mprpd.org.

AMERICANS WITH DISABILITIES ACT (ADA) NOTICE: If you believe you possess any disability that would require special accommodation in order to attend and participate in this meeting, please contact the District Office at (831) 372-3196 at least 24 hours prior to the scheduled meeting.

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE: **March 08, 2017**
TO: **Board of Directors**
FROM: **Rafael Payan, General Manager**
SUBJECT: **PRESENTATION: Carmel River Floodplain Restoration and Environmental Enhancement Project Update (Presenter: Sarah Hardgrave, Big Sur Land Trust)**

RECOMMENDED ACTION:
Staff recommends the Board receive and file the report associated with the Carmel River Floodplain Restoration and Environmental Enhancement Project, which is often referred to as the "Carmel River FREE Project" **(Attachment 1)**.

DISCUSSION:
A Memorandum of Understanding (MOU) is being drafted by the County of Monterey for the purpose of coordinating planning activities associated with the Carmel River Floodplain Restoration and Environmental Enhancement Project. The Parties invited to enter this MOU include following:

1. County of Monterey;
2. Monterey Country Water Resources Agency;
3. Monterey Peninsula Water Management District;
4. California Department of Parks and Recreation;
5. Carmel Area Water District;
6. Big Sur Land Trust; and,
7. Monterey Peninsula Regional Park District.

Staff will provide the Board a copy of the Draft MOU for their review, comment and action at a later date.

FISCAL IMPACT:
There is no fiscal impact at this time.

FUNDING SOURCE:
Not applicable at this time.

FUNDING BALANCE:
Not applicable at this time.

ATTACHMENT:
Attachment 1 - Summary of the Carmel River Floodplain Restoration and Environmental Enhancement Project

Carmel River Floodplain Restoration and Environmental Enhancement Project (Carmel River FREE Project)

To: Rafael Payan, General Manager – Monterey Peninsula Regional Park District
From: Melanie Beretti, Special Programs Manager – Monterey County Resource Management Agency
Sarah Hardgrave, Conservation Programs Manager – Big Sur Land Trust
Date: February 27, 2017

RE: Memorandum of Understanding for the Construction Phase of the Carmel River FREE Project

This is a follow-up to our February 9, 2017 meeting on the Carmel River FREE Project (CRFREE). Per your request, the following is an overview of the proposed Memorandum of Understanding (MOU) for CRFREE, to be considered for action by the Monterey Peninsula Regional Park District (MPRPD) Board in May, 2017. We appreciate the suggestion and opportunity to discuss this matter with you and your Board at your March 8th meeting prior to a request for action to approve the agreement.

Project Overview

The vision for CRFREE began to take shape after the 1995 and 1998 El Niño floods. The project is an integral part of ongoing restoration efforts for the lower Carmel River region and is a premiere example of a "green infrastructure" project in action, leveraging natural systems to benefit people and the environment. Project design will not only remedy historic flood problems and improve floodplain, riparian and lagoon habitats, but will also serve as a key adaptation strategy in the face of climate change and future sea level rise. Importantly, CRFREE will also facilitate a new trail connection between Palo Corona Regional Park and Carmel River State Beach.

The CRFREE project description includes over 1,400 linear feet of levee removal, floodplain and riparian habitat restoration on over 100 acres, and a new 360-foot overflow bridge highway improvement (causeway component) to allow floodwater movement under the State Route 1 (SR-1) and to re-establish the hydrologic connection between the floodplain east of the highway and the habitat-rich Carmel Lagoon west of the highway. The causeway component has been designed to include a left hand turn lane into Palo Corona Regional Park, as previously required by Caltrans and Monterey County. The habitat restoration has been planned in two tiers; Tier 1 is required restoration and compensatory mitigation of approximately 17 acres and located primarily west of State Route 1. Tier 2, comprising the remainder of the floodplain area east of State Route 1, will be restored by Big Sur Land Trust following project construction. The areas of the levee removal and distributary channels across the project site are identified as "maintained flow conveyance areas" in order to retain flood conveyance capacity to protect County Service Area 50.

Memorandum of Understanding

In 2010, Monterey County, Big Sur Land Trust (BSLT), California Department of Parks and Recreation (State Parks), Monterey County Water Resources Agency, and Monterey Peninsula Water Management District executed an MOU for CRFREE for the purpose of applying for grants and program planning, development and coordination (see attached). At that time, it was anticipated that the project would occur in two phases, with the causeway component to occur at some unknown future date.

Since 2010, Monterey County has executed a cooperative agreement with Caltrans for the causeway component and has contracted for final engineering and design, environmental review and permitting of all project components. The project is no longer being planned in two phases. BSLT is the County's key co-sponsor for the project, supporting project and grant management. BSLT is the property owner for the largest portion of the project area and is committed to its long term management.

ATTACHMENT 1

Carmel River Floodplain Restoration and Environmental Enhancement Project (Carmel River FREE Project)

Monterey County and BSLT anticipate being shovel ready for the construction phase of the project in early 2018. In current year dollars, the 60% design cost estimate for construction of the project is $21.8M, with $13.5M for the causeway component and $8.3M for the levee removal and floodplain restoration components. To date, almost $15M has been secured for the project overall, including nearly $3M invested in pre-construction costs since the earliest studies were done in 2008. Construction could proceed in 2018 if the remaining funding needed for construction is secured through additional public funding and grants. The construction funding gap is approximately $11.5M. In addition, BSLT has established a stewardship fund at the Community Foundation for Monterey County for the long term management of the project. BSLT has set a fundraising goal of $2M in private funding for the post-construction phase of the project; $500K has been raised towards that goal at this time.

The primary purpose of the Memorandum of Understanding update is to:

- Add two parties – MPRPD and the Carmel Area Wastewater District (CAWD);
- Formalize the inclusion of land area by adjacent property owners for the purposes of the project (i.e., BSLT, MPRPD and State Parks);
- Ensure agreement among all parties for the construction phase of the project;
- Identify and commit to subsequent agreements to secure funding and implement related State Parks and CAWD projects, pursuant to proposed mitigation measures for their facilities downstream of the causeway component; and to
- Identify the need for a subsequent long term management and maintenance agreement for the post-construction phase of the project.
    - As this relates to MPRPD, Monterey County will need to be able to access the 3.6 acres on MPRPD property to maintain flood conveyance capacity in the maintained flow conveyance areas (e.g. annual mowing of the grasses and minor vegetation removal in these areas).

The proposed sections of the draft MOU that pertain to MPRPD are as follows:

Parties to the MOU:

Monterey Peninsula Regional Park District. Monterey Peninsula Regional Park District (MPRPD) is a special district that owns and operates Palo Corona Regional Park, which is located immediately adjacent to Odello East on the southern and eastern edges. A portion of Palo Corona Regional Park (3.6 acres) is included in the Project area.

MONTEREY PENINSULA REGIONAL PARK DISTRICT

Section #. The Monterey Peninsula Regional Park District (hereinafter "MPRPD") will cooperate with the planning and design of the Project and will provide access to property owned by MPRPD as necessary for planning, environmental review and design.

Section #. MPRPD shall allow a portion of the project to be constructed on 3.6 acres of Palo Corona Regional Park (APNs 157-121-001-000, 243-081-005-000). The County shall obtain a temporary easement from MPRPD for project construction.

Section #. MPRPD's River Field well is located outside of the project grading area and

shall be protected in place. If, through the utility relocation process, PG&E cannot continue to serve the well in its current location, it shall be relocated to retain its riparian rights and in a location satisfactory to MPRPD as part of the Carmel River FREE Project.

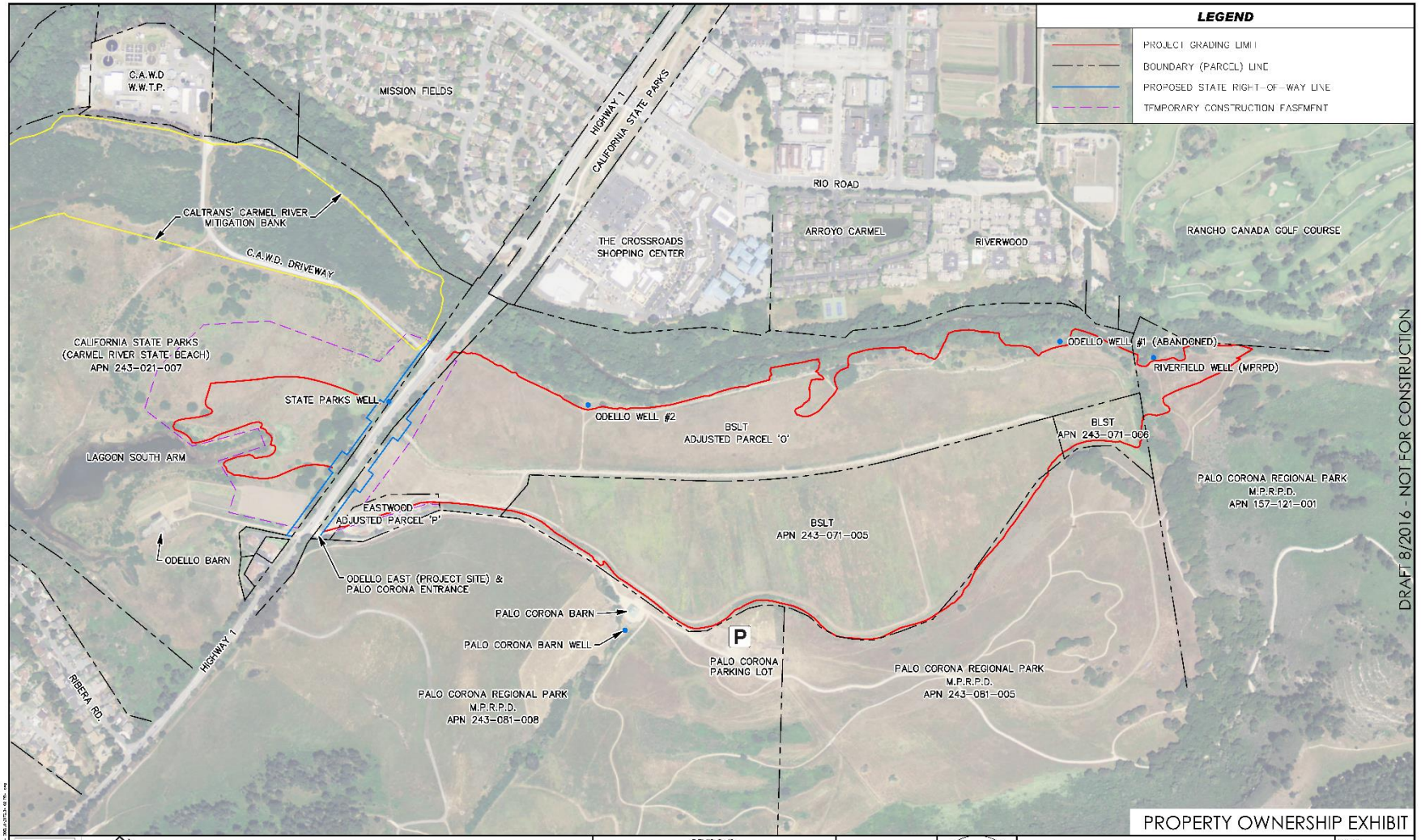
Section #. MPRPD shall collaborate with the County and Big Sur Land Trust on the preparation of restoration plans on MPRPD property and strategies for long-term adaptive management. MPRPD will not be responsible for long term management of the project; however, Monterey County will require access to the 3.6 acres of maintained flow conveyance areas located on MPRPD property. An appropriate mechanism for ongoing maintenance access will be determined and agreed to by the Parties in a subsequent MOU or an amendment to this MOU for the post-construction phase of the Project.

Section #. MPRPD shall work with the County and Big Sur Land Trust to develop a cost share or other funding strategy for the costs associated with incorporation of the left-hand turn land into the design of the causeway component, based on cost estimates to be further developed in the Caltrans Project Report. Except as provided in this paragraph, MPRPD shall have no responsibility for project planning, design, construction, other costs or fees, or implementation.

In addition to the above sections of the draft MOU that pertain directly to MPRPD, we received a comment from your staff on the administrative draft of CEQA/NEPA environmental document that we would like to address. The comment pertained to an anticipated future easement on MPRPD property for long term maintenance. The comment stated that, "an exchange of property for the easement will be negotiated." It is our understanding that this request pertains to the area referred to as the frog pond at Palo Corona Regional Park just east of the project boundary. CRFREE is designed to enhance this resource. The County and BSLT agree it should be comprehensively managed as an ecosystem despite the property lines that intersect it. However, the County and BSLT respectfully request that an exchange of property be delayed until after construction of the project. The process of a lot line adjustment at this time would be detrimental to the overall project schedule and such a delay poses a risk to the project. As we discussed with you, we propose that this request is best addressed in the subsequent long term maintenance MOU for the post-construction phase, and that the property transfer process be planned to occur at some point in the future, but not later than 10-years post construction.

ATTACHMENTS:

- Property Ownership Map
- Carmel River FREE Project Concept Plan
- 2010 Signed MOU



BIG SUR LAND TRUST

CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT

MONTEREY COUNTY GRADING PERMIT PLAN SET
DRAFT 35% PLANS

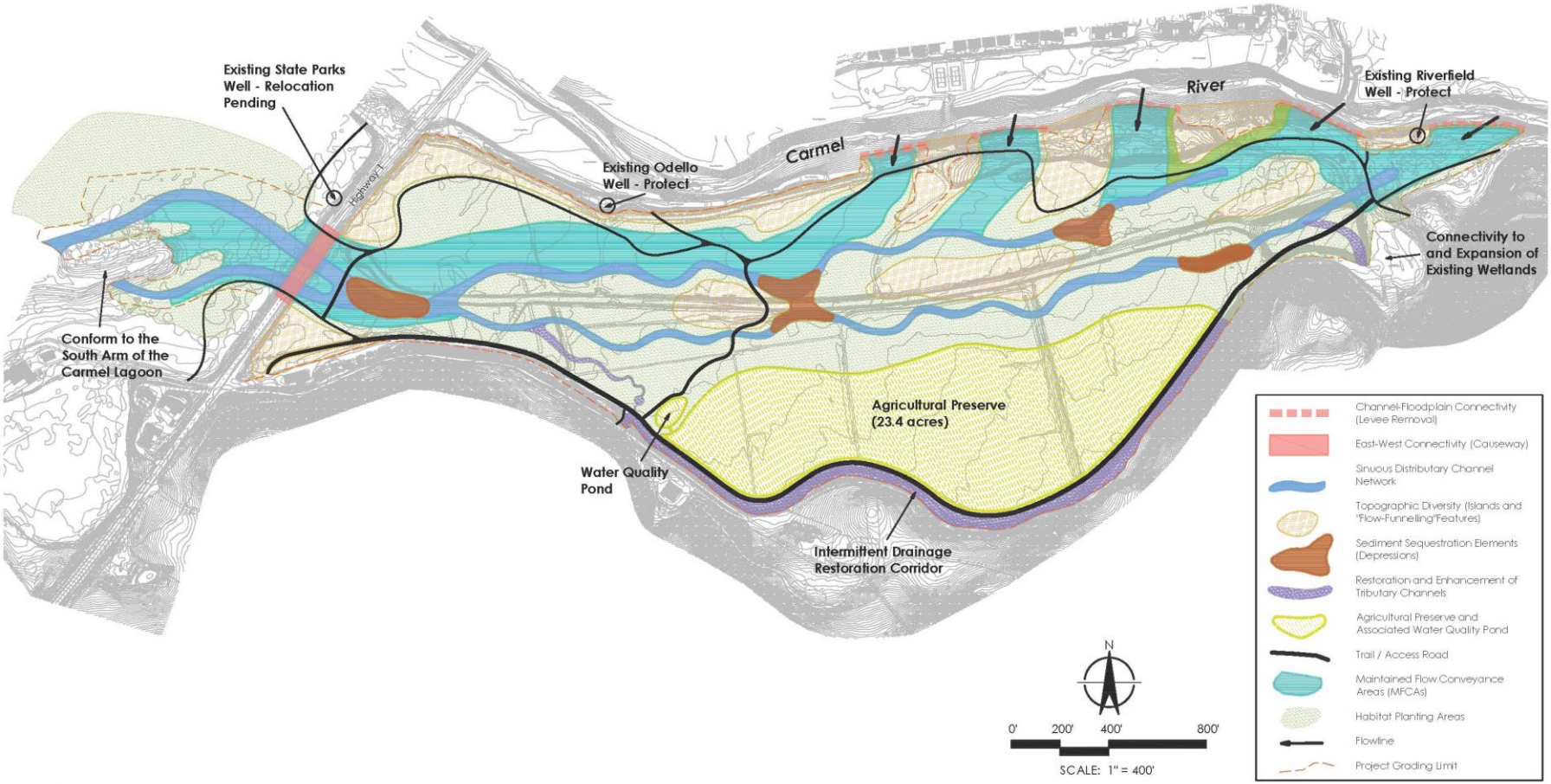
REVISIONS:		
BY:	DATE:	DESCRIPTION:

DATE: 8/2016
SCALE: 1" = 250'
DRAWN BY: NDM
JOB #: WE # 2779

NOT FOR CONSTRUCTION

WE WHITSON ENGINEERS
9699 Blue Larkspur Lane ▪ Suite 105 ▪ Monterey, CA 93940
831 649-5225 ▪ Fax 831 373-5065
CIVIL ENGINEERING ▪ LAND SURVEYING ▪ PROJECT MANAGEMENT

SHEET
PR-1



Balance Hydrologics, Inc.

Plate 1 . Restoration Design Features, Carmel River Floodplain Restoration and Environmental Enhancement Project, Monterey County, California.

214044 Odello Design Basis.dwg 8/5/2016

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CARMEL RIVER FLOOD PLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "**MOU**") is entered into by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, the MONTEREY COUNTY WATER RESOURCES AGENCY, a political subdivision of the State of California , the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, a political subdivision of the State of California, the CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION, and the BIG SUR LAND TRUST, a California non-profit public benefit corporation, as of the last date of signature by all parties (the "**Effective Date**"), for the purpose of coordinating planning activity for the proposed Carmel River Flood Plain Restoration Project as hereinafter described.

RECITALS

A. The lower reach of the Carmel River Basin was the site of multiple expensive and severe flooding incidents in 1995 and 1998. Developed areas around the northerly edge of the Carmel River Lagoon are subject to repetitive flooding nearly every year.

B. In 1998 the Coastal Conservancy provided funding to the Big Sur Land Trust to develop a restoration concept for the Carmel River Basin floodplain east of Highway 1. The resulting plan is named the Carmel River Flood Plain Restoration and Environmental Enhancement Project (hereinafter the "**Project**"). A schematic map of the area and the Project as currently contemplated is attached as **Exhibit A** and incorporated by reference. The Project includes creating a connection under Highway 1 between the Odello East property and the Carmel River Lagoon, removing the south bank levee, and reconnecting the Odello East floodplain with the Carmel River.

C. It is contemplated that additional public agencies and private entities and individuals, including, but not limited to the Carmel Area Wastewater District, may have an interest and desire to participate in the Project.

D. If implemented, the parties anticipate that the Project would be completed in two phases (hereinafter "Phase" or "Phases"): (i) Phase One would be the creation and construction of a connection under Highway 1 from the Odello East property to the Carmel River Lagoon; (ii) Phase Two would be the flood plain restoration and environmental enhancement element which will include removing the south bank levee and reconnecting the Odello East flood plain with the Carmel River. Other future phases could include improving flood protection and improving habitat enhancement.

E. Parties to the MOU:

Monterey County ("County"). Monterey County is a general law county that provides services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

Monterey County Water Resources Agency. Monterey County Water Resources Agency (MCWRA) is a special agency of Monterey County that has authority for managing, protecting, and enhancing water supply and water quality, as well as providing flood protection, in the County of Monterey.

Monterey Peninsula Water Management District. Monterey Peninsula Water Management District (MPWMD) is a special district whose legislative function includes fostering the scenic values, environmental quality, native vegetation, fish and wildlife, and recreation on the Monterey Peninsula and the Carmel River basin. The MPWMD also has legislative function for water supply management and water conservation.

California State Department of Parks and Recreation. California State Department of Parks and Recreation owns and operates Carmel River State Beach the property adjacent to Odello East on the west side of Highway One.

Big Sur Land Trust. The Big Sur Land Trust (BSLT) is a 501(c)(3) nonprofit corporation whose mission is to conserve the significant lands and waters of the Central Coast. BSLT owns a portion of the Odello East property (APN 243-071-005) and has a conservation easement over additional lands on the property (APN 243-071-004).

F. The parties to this MOU support a collaborative institutional and political approach to analyse the environmental, technical, and financial feasibility of the Project in order to protect, conserve, restore, and enhance the Project area in a manner consistent with the goals of habitat protection and restoration and flood protection.

G. The parties wish to provide a common planning framework to conduct planning level analyses for the Project. Accordingly, this MOU is intended as a preliminary agreement for planning level activities. This MOU is not intended to, and shall not be interpreted to, constitute, directly or indirectly, a commitment by the parties to undertake or commence the Project prior to the completion of all necessary environmental reviews. The parties acknowledge and agree that no commitment to undertake the Project, or any Phase of the Project, may occur until environmental review has been completed in accordance with CEQA. The parties specifically intend to avoid any commitments or actions that would, in light of all surrounding circumstances, commit the parties to the Project, or any Phase or element of the Project, prior to the completion of environmental analysis in accordance with CEQA.

AGREEMENT

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1.1 PHASE ONE - THE COUNTY OF MONTEREY

1.1.0 It is understood by all parties that the County of Monterey (the "County") has no funds allocated or available to implement this MOU or the Project, if approved. All activities and obligations of the County set forth below are expressly conditioned on the availability of funding through grants or other non-County sources. Nevertheless, to accomplish the purposes of this MOU, and to allow the review and approval of the Project Study Report prepared by the BSLT, the County will allocate a limited amount of staff time to implement this MOU, not to exceed 60 hours through October, 2010.

1.1.1 The County shall be the lead agency for the purposes of CEQA compliance and shall review, monitor, and assemble environmental studies and documents prepared by BSLT and, to the extent necessary, prepare, or contract for the preparation of, all additional environmental studies, reviews, plans, including mitigation plans, and other documents as may be required for compliance with all State and Federal environmental laws for approval of Phase One.

1.1.2 The County shall obtain all environmental permits required to proceed with Phase One. Those permits include, but may not be limited to, the following:

a. An Army Corps of Engineers Nationwide Permit;
b. A Streambed Alteration Agreement;
c. A Regional Water Quality Control Board Section 401 Permit;
d. A Coastal Development Permit, if applicable.

1.1.3 Should the Project be approved, the County, in concert with the BSLT, shall be the Implementing Agency for Phase One for the purpose of applying for grants and program planning, development and coordination and the County shall negotiate with the California State Department of Transportation for a cooperative agreement to allow joint funding, permitting, planning and construction of Phase One to proceed.

1.1.4 The County, in cooperation with the other parties to this MOU, will apply for additional grants as necessary toward funding all design, construction, and other costs associated with the planning and completion of Phase One should the Project be approved.

1.1.5 If the project is approved, the County will coordinate all planning, development, permitting, and construction activities with the California State Department of Transportation, the parties to this MOU, and other property owners, individuals, and entities as necessary for completion of Phase One.

1.1.6 Upon completion of all necessary environmental reviews and permitting, the County, as the Implementing Agency for Phase One, may enter into such contracts and agreements with private entities, individuals and public agencies as may be necessary to accomplish the purposes of this MOU and cause the completion of Phase One.

1.1.7 In the event the Project proceeds after completion of all necessary environmental reviews and permitting, the County, to the extent feasible without the use of eminent domain, will secure such property rights as necessary to complete Phase One from property owners within the project area. Every property owner that is a party to this MOU agrees to cooperate and to assist the County with respect to Phase One. Nevertheless, except as specifically set forth herein or as may be agreed to separately, it is understood that the parties are not herein agreeing to assume any financial or other liability, or to encumber title to their respective properties, financially or otherwise, as any such action would require the prior consideration of the specific proposal and formal approval of the governing body of each party in its sole discretion. If the County is unable to obtain necessary property rights without the use of eminent domain this MOU shall terminate.

1.1.8 If the Project is approved, the County shall monitor, review and direct the preparation of plans and specifications for Phase One in accordance with its practices and procedures. Except as specifically set forth herein, the County shall have no obligation to undertake any obligation or activity until such time as funding is available to reimburse the County for the costs, including labor, contracting, and consulting, associated with that obligation or activity.

1.2 PHASE ONE - THE BIG SUR LAND TRUST

1.2.0 BSLT shall prepare grant applications as necessary to proceed with the Project and shall work with the County to apply for and obtain such grants.

1.2.1 BSLT shall provide those environmental and engineering studies it has had prepared, or has contracted to be prepared, to the County to be used to apply for all necessary environmental permits.

1.2.2 BSLT shall direct the engineers, and any other professionals, individuals, or entities it has contracted with, to work directly with the County throughout the planning, design, and permitting elements of Phase One and to comply with all directives and requests of the County to accomplish the planning of Phase One.

1.2.3 Nothing herein shall be intended or construed to constitute an assignment of any responsibilities of BSLT under the terms of any grant it has or will receive. All such responsibilities and obligations are expressly retained and affirmed by BSLT.

1.3 PHASE ONE - CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

1.3.0 The California Department of Parks and Recreation (hereinafter "State Parks") will cooperate with the planning and design of Phase One and will provide access to property owned by State Parks as necessary for planning and design. Except as provided in this paragraph, State Parks shall have no responsibility for project planning, design, construction, or implementation.

2.1 PHASE TWO - THE MONTEREY COUNTY RESOURCES AGENCY

2.1.0 It is understood by all parties that the Monterey County Water Resources Agency (the "Agency") has no funds allocated or available to implement this MOU or the Project, if approved. All activities and obligations of the Agency set forth below are expressly conditioned on the availability of funding through grants or other non-Agency sources. Nevertheless, to accomplish the purposes of this MOU, and to allow the review and approval of the Project Study Report prepared by the BSLT, the Agency will allocate a limited amount of staff time to implement this MOU, not to exceed 60 hours through February, 2011.

2.1.1 The Agency shall be the lead agency for the purposes of CEQA compliance and shall review, monitor, and assemble environmental studies and documents prepared by BSLT and, to the extent necessary, prepare, or contract for the preparation of, all additional environmental studies, reviews, plans, including mitigation plans, and other documents as may be required for compliance with all State and Federal environmental laws for approval of Phase Two.

2.1.2 The Agency shall obtain all environmental permits required to proceed with Phase Two. Those permits include, but may not be limited to, the following:

a. An Army Corps of Engineers Nationwide Permit;
b. A Streambed Alteration Agreement;
c. A Regional Water Quality Control Board Section 401 Permit;
d. A Coastal Development Permit, if applicable.

2.1.3 Should the Project be approved, the Agency, in concert with the BSLT, shall be the Implementing Agency for Phase Two for the purpose of applying for grants and program planning, development and coordination.

2.1.4 The Agency, in cooperation with the other parties to this MOU, will apply for additional grants as necessary toward funding all design, construction, and other costs associated with the planning and completion of Phase Two should the Project be approved.

2.1.5 If the project is approved, the Agency will coordinate all planning, development, permitting, and construction activities associated with Phase Two with the parties to this MOU, and other property owners, individuals, and entities as necessary.

2.1.6 Upon completion of all necessary environmental reviews and permitting, the Agency, as the Implementing Agency for Phase Two, may enter into such contracts and agreements with private entities, individuals and public agencies as may be necessary to accomplish the purposes of this MOU and cause the completion of Phase Two.

2.1.7 In the event the Project proceeds after completion of all necessary environmental reviews and permitting, the Agency, to the extent feasible without the use of eminent domain, will secure such property rights as necessary to complete Phase Two from property owners within the project area. Every property owner that is a party to this MOU agrees to cooperate and to assist the Agency with respect to Phase Two. Nevertheless, except as specifically set forth herein or as may be agreed to separately, it is understood that the parties are not herein agreeing to assume any financial or other liability, or to encumber title to their respective properties, financially or otherwise, as any such action would require the prior consideration of the specific proposal and formal approval of the governing body of each party in its sole discretion. If the Agency is unable to obtain necessary property rights without the use of eminent domain this MOU shall terminate.

2.1.8 If the Project is approved, the Agency shall monitor, review and direct the preparation of plans and specifications for Phase Two in accordance with its practices and procedures. Except as specifically set forth herein, the Agency shall have no obligation to undertake any obligation or activity until such time as funding is available to reimburse the Agency for the costs, including labor, contracting, and consulting, associated with that obligation or activity.

2.2 PHASE TWO - THE BIG SUR LAND TRUST

2.2.0 BSLT shall prepare grant applications as necessary to proceed with Phase Two of the Project and shall work with the Agency to apply for and obtain such grants.

2.2.1 BSLT shall provide those environmental and engineering studies it has had prepared, or has contracted to be prepared, to the Agency to be used to apply for all necessary environmental permits.

2.2.2 BSLT shall direct the engineers, and any other professionals, individuals, or entities it has contracted with, to work directly with the Agency throughout the planning, design, and permitting elements of Phase Two and to comply with all directives and requests of the Agency to accomplish the planning of Phase Two.

2.2.3 Nothing herein shall be intended or construed to constitute an assignment of any responsibilities of BSLT under the terms of any grant it has or will receive. All such responsibilities and obligations are expressly retained and affirmed by BSLT.

2.3 PHASE TWO - CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

2.3.0 State Parks will cooperate with the planning, design, and construction of Phase Two and will provide access to property owned by State Parks as necessary for planning, design, and construction. Except as provided in this paragraph, State Parks shall have no responsibility for project planning, design, construction, or implementation.

3. TECHNICAL ADVISORY COMMITTEE

3.0 Each party to this MOU shall designate one individual to participate in the Technical Advisory Committee. The Technical Advisory Committee shall meet monthly for the purpose of reviewing and advising the administration of grants for the Project and providing such other technical recommendations as may be required by the parties. The Technical Advisory Committee shall elect one of its members to act as Chair and another member to act as Secretary. Meetings shall be conducted in accordance with the procedures set forth in Roberts Rules of Order. Minutes shall be kept of each meeting and approved by further action of the Technical Advisory Committee.

4. MANAGEMENT COMMITTEE

4.0 The Management Committee shall be composed of the Monterey County Director of Public Works, or his/her designee, the General Manager of the Monterey County Water Resources Agency, or his/her designee, and the Executive Director of the Big Sur Land Trust, or his/her designee.

4.1 The Management Committee shall review the recommendations of the Technical Advisory Committee and shall approve or provide guidance regarding those recommendations. In the event of any dispute regarding the Project, the administration of grants, design and/or engineering issues, or any other matter arising out of this MOU, the Management Committee shall provide final resolution of that dispute.

4.2 The Management Committee shall meet as frequently as it may, in its sole discretion, deem appropriate.

5. REIMBURSEMENT OF COSTS AND EXPENSES.

5.0 The Parties intend that the Project shall be fully grant funded and, except as otherwise specifically provided herein, parties shall not be obligated to fund any portion of the costs associated with the Project. Should the Project be approved, each party to this MOU shall be reimbursed from available grant funding for all project costs, including, but not limited to, materials, overhead, labor, contracts, and incidentals for the Project. In the event the Project is approved and grant proceeds are unavailable or exhausted, the

Implementing Agency for each Phase may, at its sole discretion, elect to apply the its own funds, and such additional funds as may be made available by other parties to this MOU, to proceed with the Project or it may elect to cease all work on the Project until such time as further grants are obtained and funded.

6. INDEMNITY

6.0 Each party agrees that it will be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other parties hereto or the results thereof. Each party ("Indemnifying Party") to this MOU shall indemnify, defend, and hold harmless the each and every other party, its officers, agents, and employees ("Indemnified Party"), from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Indemnifying Party's performance pursuant to this MOU, but only to the extent such claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, it officers, employees, and agents. "Performance pursuant to this MOU" includes action or inaction of either the Indemnifying Party or the action or inaction of the Indemnifying Party's officers, employees, agents, contractors, and subcontractors.

7. INSURANCE.

7.0 Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this MOU from its inception and shall keep in force and maintain insurance or self insurance as follows: general liability, business automobile liability, workers compensation and such other insurance as may be necessary to provide coverage for its performance under this MOU. Further, each party shall require its agents, contractors, subcontractors and/or assignees in connection with this MOU and the Project (i) to hold harmless and indemnify all parties to this MOU in respect to claims or liability which arise from the negligence or willful misconduct of said indemnifying agents, contractors, subcontractors and/or assignees and (ii) to carry insurance meeting the requirements of this section commensurate with the standards of the industry.

8. TERM; TERMINATION

8.0. This MOU shall continue in force from the Effective Date until terminated as set forth below.

8.1 Any party may unilaterally withdraw from this MOU upon 30 days written notice to the other parties to this MOU. This MOU shall terminate if parties have withdrawn such that only one party remains

8.2 Unless terminated earlier as set forth above, if the Project is approved and is implemented, this MOU shall terminate sixty days after both Phases have been completed and all work has been accepted by the appropriate authority.

9. MISCELLANEOUS.

9.0 Any notice or communication required by the MOU shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed facsimile transmission, addressed to the other parties at the address set forth below, or such other address as such party hereto may hereafter specify in writing to the other parties:

The County of Monterey
Department of Public Works
168 W. Alisal St., Second Floor
Salinas CA 93901
Tel: (831) 755-4800
Fax: (831) 755-4958

The Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901
Tel: (831) 755-4860
Fax: (831) 424-7935

The Monterey Peninsula Water Management District
5 Harris Court, Bldg. G
Post Office Box 85
Monterey, CA 93942
Tel: (831) 658-5600
Fax: (831) 644-9560

The California Department of Parks and Recreation
2211 Garden Road
Monterey, CA 93940
Tel: (831) 649-2836
Fax: (831) 647-6239

The Big Sur Land Trust
PO BOX
Carmel CA 93922
Tel: 831-625-5523
Fax:

9.1 This MOU may only be modified by written agreement of the parties.

9.2 This MOU shall be governed by the laws of the State of California.

9.3 Headings and captions in this MOU are to facilitate reference only and do not form a part of this MOU, and shall not affect the interpretation hereof.

9.4 Each party represents to the other that each has the full authority to perform its obligations under this MOU and that the person executing this MOU has the authority to bind it.

9.5 The MOU is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise or other form of business relation. None of the parties shall have, nor hold itself out as having, any right, power or authority to assume, create or incur any expenses, liability, or obligation on behalf of the other parties, except as expressly set forth herein.

9.6 Each party shall bear its own attorneys' fees and expenses in the preparation and review of this MOU. In the event that any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this MOU, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this MOU, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

9.7 This MOU, together with all Exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes and replaces any and all prior understandings or agreements with respect thereto, including those understandings and agreements in letters, correspondence, memoranda or other expressions of intent from either party hereto or its agents that are prior to or contemporaneous in time to this MOU.

IN WITNESS WHEREOF, this MOU is executed on the dates set forth below by the duly authorized representatives identified below:

County of Monterey

By: _____

Title: Director of Public Works

Date: 8/23/10

Monterey County Water Resources Agency

By: _____

Title: General Manager

Date: 11/24/10

Monterey Peninsula Water Management District

By: _____

Title: General Manager

Date: 9/30/2010

California Department of Parks and Recreation

By: _____

Title: SP Monterey District Supt.

Date: 11-8-10

The Big Sur Land Trust

By: _____

Title: Executive Director

Date: 9.23.2010

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS
Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Shane Anderson - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

Monterey Peninsula Regional Park District
60 Garden Court, Suite 325 **February 8, 2017**
Monterey, California **Monday, 6:30 p.m.**

DRAFT

MINUTES

1) **6:30 p.m. Call to Order** – The meeting was called to order at 6:30 p.m.

2) **Roll Call** – Roll call was taken.
PRESENT: Directors Dalessio, Pofahl, Anderson, Sorenson and Lee (arrived after roll call was taken)
ABSENT: None

3) **Approval of Agenda** – Upon motion by Director Dalessio, seconded by Director Pofahl, the agenda was unanimously approved.

4) **Public Comments** – Nikki Nedeff commended the Board for its work and securing the benefit assessment, acquiring Rancho Canada and reported delight at the fact that MPRPD staff has worked diligently to have the management of Jacks Peak Park from the County to MPRPD and encouraged the Board to appoint a citizens advisory committee and continue a tradition of allowing public comment for the planning of Jacks Peak.

5) **Consent Items** – Upon motion by Director Dalessio, seconded by Director Anderson, Items 5-A, B, and C were unanimously approved. Due to a professional conflict, President Sorenson recused himself and left the room during the discussion and voting on Item 5-D. Upon motion by Director Dalessio, seconded by Director Anderson, Item 5-D was approved (Vote: 4-0-1, Ayes: Director Dalessio; Director Anderson; Director Lee and Director Pofahl; Noes: none; Abstain: President Sorenson).
   A. Approval of January 11, 2017 Minutes *(S. Parker)*
   B. Approval of Summary of Payments *(K. McCullough)*
   C. Quarterly Investment Report *(K. McCullough)*
   D. Approval of Ventana Wildlife Society Outreach and Education Memorandum of Understanding *(J. Nelson)*

6) Discussion/Action Items

A. Board Appointments to Assessment District Citizens Oversight Committee *(S. Parker)*
- *Mary Dainton pointed out that the Assessment District Citizens Oversight Committee (ADCOC) Guidelines need to be updated and asked if a process could be established for the Board to question the ADCOC recommendations on the community grant program before a final decision is made.*
- *Mary Pendlay announced that she has submitted a letter of interest to serve on the ADCOC.*
- *Director Dalessio also asked staff to encourage ADCOC members to come up with community projects which could be funded through the grant program.*
- *Upon motion by Director Dalessio, seconded by Director Pofahl, Item 6-A was moved to a future meeting, allowing additional time for the Nominating Committee to meet and secure additional letters of interest to serve on the ADCOC.*

B. Authorization to Re-Advertise the Palo Corona Regional Park Post-Soberanes Fire Fencing Repairs Request for Bids *(T. Jensen)*
- *General Manager Rafael Payan spoke about the specifications listed in the bid packet and asked for Board approval.*
- *Emily Paddock of Paddock Land and Cattle encouraged use of the "T-post" model for fencing and noted she didn't believe the use of concrete to build the fence would be necessary and could delay the process of installation.*
- *Nikki Nedeff encouraged that riparian zones, springs, sensitive wetland habitats, etc., not be part of the grazing area.*
- *Upon motion by Director Dalessio, seconded by Director Anderson, Item 6-B was unanimously approved.*

C. Approval of Ordinance #5, Levying Special Taxes Within Community Facilities District 2016-01 (Parks, Open Space and Coastal Preservation) *(R. Payan)*
- *Upon motion by Director Lee, seconded by Director Pofahl, Item 6-C was unanimously approved.*

7) Division Reports – All Division Reports are informational only and may be written or oral.

A. **Administration**
1) Monthly Financial Report *(K. McCullough)*
2) Delay in Mid-Year Budget Report *(S. Parker)*

B. **Environmental Education/Community Outreach**
1) No Report

C. **Operations and Maintenance**
1) MPRPD January Storm-Flood Damage Report *(C. Camarillo)*

D. **Planning and Conservation**
1) No Report

8) Adjournment – The meeting was adjourned at 7:27 p.m.

_____
Shuran Parker, Recording Secretary

DRAFT

Monterey Peninsula Regional Park District
Check Detail Report
February 2017

Date	Num	Name	Memo	Amount
Feb 17				
02/10/2017	ACH	Anderson, Shane	January Board Compensation	-92.35
02/10/2017	ACH	Lee, Kathleen	January Board Compensation	-92.35
02/10/2017	ACH	Pofahl, Katherine A	January Board Compensation	-92.35
02/10/2017	ACH	Sorenson, Kelly J.	January Board Compensation	-92.35
02/10/2017	ACH	Cabrera-Larente, Elena M.	January Payroll	-1,436.11
02/10/2017	ACH	Camarillo, Frederick C.	January Payroll	-6,202.58
02/10/2017	ACH	de Paolo, Nicholas	January Payroll	-3,730.99
02/10/2017	ACH	Jensen, Timothy F.	January Payroll	-8,450.56
02/10/2017	ACH	McCullough, Kelly J.	January Payroll	-5,541.78
02/10/2017	ACH	Narvaez, Joseph P.	January Payroll	-4,135.23
02/10/2017	ACH	Nelson, Jacqueline D.	January Payroll	-5,353.52
02/10/2017	ACH	Niewenhuis, Jeffrey P	January Payroll	-3,891.63
02/10/2017	ACH	Palaniuk, John C.	January Payroll	-3,191.88
02/10/2017	ACH	Parker, Shuran J.	January Payroll	-6,562.15
02/10/2017	ACH	Payan, Rafael	January Payroll	-8,959.68
02/10/2017	ACH	Sanderson, Jacob D.	January Payroll	-3,981.12
02/10/2017	ACH	Trabucco, Raymond T.	January Payroll	-4,670.53
02/10/2017	ACH	Warcken, Deborah L.	January Payroll	-1,382.51
02/10/2017	ACH	Wyatt, Deborah J.	January Payroll	-4,505.86
02/15/2017	ACH	Gary Tate	Health Insurance	-246.00
02/08/2017	EFT	CalPers	Health Insurance	-25,880.95
02/10/2017	EFT	MPRPD Benefits Plan	Unreimbursed Medical	-700.32
02/10/2017	EFT	State Street Bank	Deferred Compensation	-6,906.84
02/15/2017	EFT	EDD	State Withholding	-5,661.08
02/15/2017	EFT	Public Employees' Retirement System	Retirement Contribution	-21,142.66
02/15/2017	EFT	United States Treasury {2}	Federal Withholding	-20,359.48
02/24/2017	EFT	ADP, Inc.	Monthly Timekeeping Program	-57.50
02/01/2017	**15315**	**El Monte Partners, LP**	**Monthly Admin Lease**	**-6,327.12**
02/10/2017	15316	Aflac	Supplemental Insurance	-1,068.23
02/10/2017	15317	Allianz Funds	Deferred Compensation	-369.84
02/10/2017	15318	Delta Dental	Dental Insurance	-1,456.46
02/10/2017	15319	Mutual of Omaha	Life/Acc/LTD/STD Insurance	-982.19
02/10/2017	15320	Vision Service Plan - (CA)	Vision Insurance	-414.51
02/10/2017	15321	Alhambra 33113556151585	Admin Bottled Water	-36.76
02/10/2017	15322	AT&T	Utilities	-295.85
02/10/2017	15323	Capital One Commercial/Costco	Supplies	-897.33
02/10/2017	15324	Carmel Marina Corporation	Garland Dumpster	-326.52
02/10/2017	15325	Carpenter, Philip D.	LGO Instructor	-100.00
02/10/2017	15326	CR West LLC	Equipment Maintenance	-2,001.95
02/10/2017	15327	Pacific Grove Chamber of Commerce	Annual Membership	-390.00
02/10/2017	**15328**	**Pacific Grove Museum of Natural History**	**BWET Grant Reimbursement**	**-7,804.92**
02/10/2017	15329	Peninsula Welding & Medical Supply	Tank Rental	-9.00
02/10/2017	15330	Rayne Technology Solutions, Inc.	Computer Maintenance	-1,480.00
02/10/2017	15331	Staples Credit Plan	Supplies	-205.26

Monterey Peninsula Regional Park District
Check Detail Report
February 2017

02/10/2017	15332	Target Pest Control	Garland Pest Control	-50.00
02/10/2017	15333	Turf Image, Inc.	Geodatabase Hosting & Mapping	-3,100.00
02/10/2017	15334	Voyager Fleet Systems, Inc.	Fuel	-834.20
02/10/2017	15335	Wage Works	Monthly Admin Fee - December	-125.00
02/10/2017	15336	Wildland Solutions	Resource Management - PCRP	-540.00
02/15/2017	15337	Ms. Shuran Parker	Travel Reimbursement	-165.85
02/15/2017	15338	Mr. Ray Trabucco	Reimbursement	-36.49
02/15/2017	15339	Carmel Valley Community Youth Center.	Volunteer Recognition Event Rental	-275.00
02/15/2017	15340	Alhambra 46695809612283	O&M Bottled Water	-263.00
02/15/2017	15341	Anderson, Rachel	Amphibian Surveys	-929.88
02/15/2017	15342	Archipelago Web	Website Maintenance	-125.00
02/15/2017	15343	California American Water	Utilities	-405.64
02/15/2017	15344	Casey Printing	Garland Maps	-1,481.93
02/15/2017	15345	Certifix Live Scan	Fingerprinting	-25.00
02/15/2017	15346	Comcast	Utilities	-568.15
02/15/2017	15347	Hope Services	Community Neighborhood Grants	-4,389.26
02/15/2017	15348	Lozano Smith, LLP	Legal Services	-4,620.50
02/15/2017	15349	Monterey County Weekly	Legal Notice	-350.63
02/15/2017	15350	Monterey Peninsula Chamber of Commerce	Membership	-336.00
02/15/2017	15351	Monterey Peninsula Unified School Dist.	Community Neighborhood Grant	-2,500.00
02/15/2017	15352	Murphy Lumber	Park Signs	-602.74
02/15/2017	15353	PERS Public Agency Coalition	Membership	-250.00
02/15/2017	15354	White Nelson Diehl Evans LLP	Professional Auditing Services	-885.00
02/15/2017	15355	U.S. Bank Equipment Finance (Copier)	Copier Lease	-192.30
02/15/2017	15356	Douglas N. Hogue	Resource Management - Marina Dunes	-7,125.00
02/15/2017	15357	Hemingway, Valentine	LGO Instructor	-200.00
02/15/2017	15358	U.S. Bank (CalCard)	Cal Card Charges	-5,548.22
02/24/2017	15359	Golden Gate University	Job Education & Training	-2,785.00
02/24/2017	15360	Archipelago Web	Website Maintenance	-450.00
02/24/2017	15361	Comcast	Admin Utilities	-281.80
02/24/2017	15362	Dougherty Pump & Drilling, Inc.	Water Quality Testing & Chlorination	-1,841.50
02/24/2017	15363	First Alarm	Fire Alarm Monitoring	-148.32
02/24/2017	15364	PARS	Monthly Admin Fee	-989.58
02/24/2017	15365	PG&E	Utilities	-689.71
02/24/2017	15366	Star Sanitation Services	Porta Toilet Cleaning	-62.00
02/24/2017	15367	Turf Image, Inc.	GIS Mapping & Hosting	-1,430.00
02/24/2017	15368	Wage Works	Monthly Admin Fee - January	-125.00
02/28/2017	15369	Alhambra 33113556151585	Admin Bottled Water	-22.78
02/28/2017	15370	California Park & Recreation Society	Annual Membership	-475.00
02/28/2017	15371	Rental Depot, Inc.	Equipment Rental	-391.25
02/28/2017	15372	Verizon Wireless	Utilities	-812.71
Feb 17				-223,915.74

MONTEREY PENINSULA REGIONAL PARK DISTRICT
60 GARDEN COURT, SUITE 325
MONTEREY, CALIFORNIA 93940-5341

Purchase Request

Date: 2/1/2017

Vendor: PG Museum

Vendor Address: 165 Forest Ave., Pacific Grove, CA 93950

ACCOUNT NAME	ACCOUNT CODE	AMOUNT
BWET Grant Expenditures	6363	$7,804.92
TOTAL		**$7,804.92**

Purpose/Description:

Year 1and Year 2 Expenditures. Includes staffing, equipment and transportation (busing from March-May 2016).

Is this a Contract-related purchase? ☐ Yes ☒ No **Contract No.:** MOU
(No payments will be made until all required contract documents have been received.)

Is this a Grant expenditure? ☒ Yes ☐ No **Grant No.:** NA15NOS4290031

Is this a budgeted item? ☒ Yes ☐ No **If "No", explain below:**

Credit Card Charge? ☐ Yes ☒ No **Credit Card Name:** _____

Requested by: Jackie Nelson **Date:** 2/1/2017

Supervisor Approval: _____ **Date:** _____

Is this to be added to fixed asset/equipment inventory? ☐ Yes ☒ No

Manager Pre-approval: _____ **Est.: $**_____ **Date:** _____

Manager Final Approval: _____ **Date:** 02-06-17

Check No. 15328 **Date of Issue:** 2/10/17

(04/2011)

MONTEREY PENINSULA REGIONAL PARK DISTRICT
60 GARDEN COURT, SUITE 325
MONTEREY, CALIFORNIA 93940-5341

Purchase Request

Date: 1/6/2017

Vendor: Hope Services

Vendor Address: 30 Las Colinas Lane, San Jose, CA 95119

ACCOUNT NAME	ACCOUNT CODE	AMOUNT
Community/Neighborhood Parks	6974	$3,539.06
Community/Neighborhood Parks	6974	$850.20
TOTAL		**$4,389.26**

Purpose/Description:

To reimburse FY2015-16 community grant

Is this a Contract-related purchase? ☐ Yes ☒ No **Contract No.:** _____
(No payments will be made until all required contract documents have been received.)

Is this a Grant expenditure? ☒ Yes ☐ No **Grant No.:** G201516-05

Is this a budgeted item? ☒ Yes ☐ No **If "No", explain below:**

Credit Card Charge? ☐ Yes ☒ No **Credit Card Name:** _____

Requested by: Shuran Parker SP **Date:** 1/26/2017

Supervisor Approval: _____ **Date:** _____

Is this to be added to fixed asset/equipment inventory? ☐ Yes ☒ No

Manager Pre-approval: _____ **Est.: $**_____ **Date:** _____

Manager Final Approval: _____ **Date:** 01.26.2017

Check No. 15347 **Date of Issue:** 2-15-17

(04/2011)

MONTEREY PENINSULA REGIONAL PARK DISTRICT
60 GARDEN COURT, SUITE 325
MONTEREY, CALIFORNIA 93940-5341

Purchase Request

Date: 2/10/2017

Vendor: Lozano Smith LLP

Vendor Address: 7404 North Spalding Ave., Fresno, CA 93720

ACCOUNT NAME	ACCOUNT CODE	AMOUNT
Professional Services	6149	$4,620.50
TOTAL		**$4,620.50**

Purpose/Description:

Legal Services

Is this a Contract-related purchase? ☒ Yes ☐ No **Contract No.:** 201617-100-03
(No payments will be made until all required contract documents have been received.)

Is this a Grant expenditure? ☐ Yes ☒ No **Grant No.:** _____

Is this a budgeted item? ☒ Yes ☐ No **If "No", explain below:**

Credit Card Charge? ☐ Yes ☒ No **Credit Card Name:** _____

Requested by: Kelly McCullough **Date:** 2/10/2017

Supervisor Approval: _____ **Date:** _____

Is this to be added to fixed asset/equipment inventory? ☐ Yes ☒ No

Manager Pre-approval: _____ **Est.: $**_____ **Date:** _____

Manager Final Approval: _____ **Date:** 02-15-17

Check No. 15348 **Date of Issue:** 2-15-17

(04/2011)

MONTEREY PENINSULA REGIONAL PARK DISTRICT
60 GARDEN COURT, SUITE 325
MONTEREY, CALIFORNIA 93940-5341

Purchase Request

Date: 1/4/2017
Vendor: All Valley Spray Services
Vendor Address: 2307 E. Chennault, Fresno 93720

ACCOUNT NAME	ACCOUNT CODE	AMOUNT
Resources Management - Marina Dunes	6545.4	$7,125.00
TOTAL		**$7,125.00**

Purpose/Description:

Ice-plant treatment

Is this a Contract-related purchase? ☒ Yes ☐ No **Contract No.:** 201617-500-05
(No payments will be made until all required contract documents have been received.)

Is this a Grant expenditure? ☒ Yes ☐ No **Grant No.:** Marina City HCF

Is this a budgeted item? ☒ Yes ☐ No **If "No", explain below:**

Credit Card Charge? ☐ Yes ☒ No **Credit Card Name:** _____

Requested by: T. Jensen **Date:** 1/4/2017

Supervisor Approval: _____ **Date:** _____

Is this to be added to fixed asset/equipment inventory? ☐ Yes ☒ No

Manager Pre-approval: _____ **Est.: $**_____ **Date:** _____

Manager Final Approval: _____ **Date:** 01.05.2017

Check No. 15356 **Date of Issue:** 2/15/17

(04/2011)

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE: **March 8, 2017**
TO: **Board of Directors**
FROM: **Rafael Payan, General Manager**
SUBJECT: **Approval of Resolution #2017-02, Directing Preparation of the Engineer's Report for the Parks, Open Space and Coastal Preservation Assessment District for Fiscal Year 2017-18**

RECOMMENDED ACTION:
It is recommended that the Board approve Resolution #2017-02 (**ATTACHMENT 1**) that would direct SCI Consulting Group (SCI) to prepare the Engineer's Report for the Parks, Open Space and Coastal Preservation District for fiscal year 2017-18 as the first step in levying the annual assessments for fiscal year 2017-18.

FISCAL IMPACT:
The cost for the preparation of the Engineer's Report and assessment administration for FY 2017-18 is estimated to be $20,500 plus incidental expenses not to exceed $2,000.

FUNDING SOURCE:
The costs for these services will be funded from Assessment District, Professional Services Account # 6949.

FUNDING BALANCE:
$22,500 will be appropriated for these services in FY2017-18 budget and will be paid out in installments, likely in August 2017 and January 2018.

DISCUSSION:
In fiscal year 2004-05, the District developed a proposal for funding the acquisition, maintenance, preservation and improvement of parks, open spaces, recreational facilities and other similar public resources within the District. This proposed benefit assessment, the "Parks, Open Space and Coastal Preservation Assessment District," was approved by property owners in an assessment ballot proceeding conducted between May 21, 2004 and July 12, 2004. On August 2, 2004, the Board levied the first assessment after certifying that 55.37% of the weighted ballots returned were in support of the proposed assessments.

The assessments can be levied annually and can be increased by the change in the San Francisco Area Consumer Price Index, not to exceed 3% per year. In order to continue to levy the assessment, the Board will need to adopt the Resolution to direct SCI Consulting Group, the assessment engineer, to prepare an Engineer's Report for fiscal year 2017-18. This Engineer's Report will include the proposed budget for the assessments for fiscal year 2017-18, the updated proposed assessments for each

parcel in the District and the proposed assessments per single family equivalent benefit unit for fiscal year 2017-18. The scope of services includes all tasks necessary to prepare the assessment and special tax levies and administer them throughout the fiscal year. This includes calculation of assessments, preparation of the Engineer's Report and Assessment Roll, submission of the assessments and taxes, confirmation of levies to be included on tax bills, direct response to property owner inquiries on their toll free 800 phone line and administration of the assessment and tax levies throughout the fiscal year.

ATTACHMENT:

1. Resolution #2017-02

MONTEREY PENINSULA REGIONAL PARK DISTRICT
RESOLUTION # 2017-02
March 8, 2017

A RESOLUTION OF THE MONTEREY PENINSULA REGIONAL PARK DISTRICT DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR THE PARKS, OPEN SPACE AND COASTAL PRESERVATION DISTRICT

WHEREAS, on August 2, 2004, the Board of Directors (the "Board") of the Monterey Peninsula Regional Park District (the "Park District"), by Resolution No. 2004-13, ordered formation of the "Parks, Open Space and Coastal Preservation District" (the "Assessment District") pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof) (the "Act") and Article XIIID of the California Constitution ("Article XIIID").

WHEREAS, the purpose of the Assessment District is for the installation, maintenance and servicing of the Improvements described below.

WHEREAS, the District has been given the distinctive designation of the "Parks, Open Space and Coastal Preservation District", and is primarily described as all of the lands within the current boundaries of the Park District.

WHEREAS, the existing and proposed improvements (the "Improvements") to be undertaken by the Assessment District are generally described as the acquisition, installation, maintenance and servicing of public areas and public facilities, property owned or property rights, easements and/or rights of entry, leases or dedications including, but not limited to, parks, recreation facilities, open space lands, greenbelts, playground equipment, trails, hillsides, viewsheds and watersheds, shorelines, riparian corridors, urban open space, agricultural lands, development rights, conservation easements, other property rights, wetlands, utility right-of-ways, surplus school sites, quarries, benches, signage, fencing, fire breaks, picnic areas, restrooms, lighting and foot bridges for property owned, encumbered by rights or maintained by the Monterey Peninsula Regional Park District or owned, encumbered by rights or maintained by local agencies within the boundaries of the Park District that participate with the Park District for park, recreation and open space acquisition, installation, maintenance and servicing. Improvements shall include all incidental expenses of acquisition, installation, maintenance and servicing. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy, gas or other illuminating agent for any public lighting facilities or for the operation or lighting of any improvements, and water for irrigation of any landscaping, the operation of any fountains or the maintenance of any other

improvements. Incidental expenses include all of the following: the costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; the costs of printing, advertising, and the giving of published, posted, and mailed notices; compensation payable to the county for collection of assessments; compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; and any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Monterey Peninsula Regional Park District ("Board"), that:

SECTION 1. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with the Act and Article XIIID. Upon completion, the Engineer shall file the Engineer's Report with the Monterey Peninsula Regional Park District for submission to the Board.

SECTION 2. This Resolution is effective upon its adoption.

PASSED AND ADOPTED THIS 8th day of March 2017 by the following vote:

AYES:

NOES:

_____	_____
Kelly Sorenson	Shane Anderson
President	Secretary/Treasurer

CERTIFICATION

I, the undersigned Secretary/Treasurer of the Board of the Monterey Peninsula Regional Park District, a special district, hereby certify that I am the Secretary-Treasurer of said special district, that the foregoing is a full, true, and correct copy of the resolution duly passed by the Board at the meeting of said Board held on the day and at the place therein specified and that said resolution has never been revoked, rescinded, or set aside and is now in full force and effect.

_____
Secretary/Treasurer
Board of Directors

AGENDA ITEM NO. 11-D

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE:	**March 8, 2017**
TO:	**Board of Directors**
FROM:	**Tim Jensen, Planning and Conservation Manager**
REVIEWED BY:	**Rafael Payan, General Manager**
SUBJECT:	**Approval of Amendment to Contract with Whitson Engineers**

RECOMMENDED ACTION
Staff recommends the board approve the contract amendment with Whitson Engineers in substantially the form and content submitted and authorize staff to execute.

FISCAL IMPACT
$5,000.00

FUNDING SOURCE:
6966 Palo Corona Improvements

FUNDING BALANCE:
$112,166.00

DISCUSSION
Whitson Engineers ("WE") is the engineering and design firm of record for the Palo Corona Regional Park Parking Facility project ("Parking Lot"). The District's current contract with WE (Attachment 1) is for assisting staff with the technical and regulatory reporting of Storm Water Pollution Prevention Plan ("SWPPP") monitoring. This monitoring is a State Water Board and Monterey County permit requirement related to managing Parking Lot runoff and preventing down-stream water quality degradation.

When the Parking Lot was constructed, large areas of earth were graded and exposed. The contractor was required to hydro-seed these areas. Unfortunately, the contractor delayed the hydro-seeding until the end of the project and missed the rainy season. The SWPPP cannot be closed-out and the monitoring requirement terminated until the previously exposed earth-worked areas reach 70% vegetation coverage.

Because the hydro-seeding did not sprout and vegetate the exposed earth-worked areas of the Parking Lot before this rainy season, preventative runoff measures and on-going monitoring have been required. The number, frequency, and duration of qualifying precipitation events this year have mandated more numerous on-site monitoring inspections than anticipated.

Contract funds have been exhausted and there are still more qualifying precipitation events expected; staff cannot predict these, nor when the earth-worked areas will reach the 70% vegetated threshold that will allow the SWPPP to be closed-out. Based on monitoring expenses over the past 3-months, staff is requesting an additional $5000 (Attachment 2), which will be funded from the $12,000 Parking Lot contract retention.

ATTACHMENT
1. Contract
2. Amendment

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Shane Anderson - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

BOARD OF DIRECTORS AGENDA

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California
Monday, June 6, 2016 at 6:00 p.m.

1) **6:00 p.m. Call to Order**

2) **Roll Call**

3) **Identification of Closed Session Items** *(Part or all of a meeting may be closed to the public under special conditions. The Board may only consider matters covered in the agenda descriptions.)*

   Public Employee Performance Evaluation of General Manager Pursuant to Government Code Section 54957(b)

4) **Public Comment on Closed Session Item** *(The public may speak for a maximum of three minutes on any closed session item. Please complete a speaker form and give it to the Board Clerk.)*

5) **Adjourn to Closed Session**

6) **6:30 p.m. Regular Meeting**

7) **Report on Return from Closed Session** *(The Board shall publicly report any action taken in Closed Session pursuant to Government Code Section 54957.1(a).)*

8) **Approval of Agenda**

9) **Public Comments** *(The public may speak for a maximum of three minutes on any subject that is not on the agenda. Please complete a speaker form and give it to the Board Clerk.)*

ATTACHMENT 1

10) **Consent Items** *(Items on the Consent Calendar are routine and for which a staff recommendation has been prepared. There is no discussion of these items prior to the Board vote and items will be acted on in one motion, unless a member of the Board, staff or public requests specific items be discussed and/or removed from the Consent Calendar. Public speakers are limited to three minutes.)*

A. Approval of May 2, 2016 Minutes *(S. Parker)*
B. Approval of Summary of Payments *(K. McCullough)*
C. Approval of Resolution #2016-09, Authorizing a State Habitat Conservation Fund Grant Application *(T. Jensen)*
D. Approval of Resolution #2016-10, Authorizing the Application for Grant Funds for the Environmental Enhancement and Mitigation Program *(R. Payan)*
E. Approval of Resolution #2016-11, Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Election *(S. Parker)*
F. Approval Term Extension for Design Workshop Contract for Palo Corona Regional Park General Development Plan Services *(T. Jensen)*
G. Approval of Renewal for Turf Image Geospatial Contract for Geographical Information Systems *(T. Jensen)*
H. Approval of Term Extension for Whitson Engineers Contract for Palo Corona Regional Park Parking Lot Services *(T. Jensen)*
I. Approval of Term Extension for Nancy Isakson Contract for Cachagua Community Park Water System Services *(T. Jensen)*
J. Approval of Legal Services Agreement with the County Counsel's Office of Monterey County, CA *(K. McCullough)*

Move: _____ Second: _____ Vote: _____

11) **Public Hearing** – Review of the Parks, Open Space and Coastal Preservation District and Approval of Resolution #2016-12, Approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Assessments for Fiscal Year 2016-17 for the Parks, Open Space and Coastal Preservation District *(S. Parker)*

Move: _____ Second: _____ Vote: _____

12) **Division Reports** *(The General Manager and designated staff may provide reports on their activities or informational items and/or make brief announcements. They may also ask for clarification or direction from the Board.)*

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*
   2) Special District Leadership Foundation District Transparency Certificate of Excellence *(K. McCullough)*
B. **Environmental Education/Community Outreach**
   1) Wildflower Update *(J. Nelson)* – *ORAL REPORT*
C. **Operations and Maintenance**
   1) Operations & Maintenance Division Update *(C. Camarillo)*
D. **Planning and Conservation**
   1) No Report

13) **Adjournment**

Agenda packets, with the exception of Closed Session and non-approved items are available at the Administration Office. Agendas are available at the Garland Park Visitor Center and Big Sur, Carmel, Carmel Valley, CSUMB, Marina, Monterey, Pacific Grove and Seaside Public Libraries. Materials related to an item on this Agenda submitted after distribution of the Agenda packet are available for public inspection at the Administration Office during normal business hours. The Agendas and Agenda packets may also be viewed on the District website at www.mprpd.org.

AMERICANS WITH DISABILITIES ACT (ADA) NOTICE: If you believe you possess any disability that would require special accommodation in order to attend and participate in this meeting, please contact the District Office at (831) 372-3196 at least 24 hours prior to the scheduled meeting.

AGENDA ITEM NO. 10-H

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE:	**June 6, 2016**
TO:	**Board of Directors**
FROM:	**Tim Jensen, Planning and Conservation Manager**
REVIEWED BY:	**Rafael Payan, General Manager**
SUBJECT:	**Approval of Term Extension for Whitson Engineers Contract for Palo Corona Regional Park Parking Lot Services**

RECOMMENDED ACTION

Staff recommends the Board move to approve the contract renewal with Whitson Engineers in substantially the form and content submitted and authorize staff to execute.

FISCAL IMPACT

None.

FUNDING SOURCE:

6966

FUNDING BALANCE:

$49,659

DISCUSSION

Whitson Engineers is the District's Engineering Services consulting firm of record. Whitson Engineers is the designated Storm Water Pollution Prevention Plan ("SWPPP") administrator for the Palo Corona Regional Park Parking Lot project and works closely with staff on technical issues related to construction.

Though the contractor has completed its work and has been paid and has vacated the site, the County has yet to issue its final sign-off to close-out the permit. Staff is still waiting for the soils engineer's final report and the state Water Resources Control Board closure of the SWPPP. Staff is also negotiating with the County on the requirement that the hydro-seed "green-up" before sign-off. The contractor applied the hydro-seed after the last major precipitation event and, with rains likely finished for the season, the likelihood of the hydro-seeding germinating now is remote.

The District's current contract with Whitson Engineers has a term of June 30, 2016. Staff believes it prudent to extend the term until County sign-off has been issued and the State SWPPP has been closed. This may require a site visit by Whitson Engineers for the final inspection. This work is within the existing scope and will not require a further amendment for additional funds.

ATTACHMENT

1. Amendment 1

Monterey Peninsula Regional Park District
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Contract for Services – Amendment 8

The Agreement originally made and effective as of August 10, 2012 between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT", and Whitson Engineers, herein referred to as "CONSULTANT", is hereby amended and agreed to by both CONSULTANT and DISTRICT as follows:

1. TERM

This Agreement shall commence on August 10, 2012 and shall remain and continue in effect until the tasks described herein under Scope of Work are completed and produced, but in no event later than June 30, 2017 unless terminated sooner pursuant to the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____ 6/6/16
Kelly Sorenson — Date
President

CONSULTANT

By: _____ 6/13/16
Rich Weber — Date
Principal

Original

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Shane Anderson - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California

June 6, 2016
Monday, 6:00 p.m.

MINUTES

1) **6:00 p.m. Call to Order** – The meeting was called to order at 6:05 p.m.

2) **Roll Call** – Roll call was taken.
PRESENT: Directors Anderson; Dalessio; Lee; Pofahl and Sorenson
ABSENT: None

3) **Identification of Closed Session Items** – President Sorenson identified the Closed Session Items and welcomed public comment.

Public Employee Performance Evaluation of General Manager Pursuant to Government Code Section 54957(b)

4) **Public Comment on Closed Session Item** – None

5) **Adjourn to Closed Session** – Closed Session began at 6:05 and ended at 6:23 p.m.

6) **6:30 p.m. Regular Meeting** – The Regular Meeting resumed at 6:31 p.m.

7) **Report on Return from Closed Session** – President Sorenson announced that no reportable action was taken in Closed Session.

8) **Approval of Agenda** – Upon motion by Director Dalessio, seconded by Director Pofahl, the Board unanimously voted to approve the agenda.

9) **Public Comments** – None

10) **Consent Items**
A. Approval of May 2, 2016 Minutes *(S. Parker)*

Upon motion by Director Lee, seconded by Director Pofahl, by a vote of 4-0-1, the Board approved Item 10-A.

Ayes:	Directors Lee; Pofahl; Anderson and Sorenson
Noes:	None
Abstentions:	Director Dalessio (abstained due to absence from May 2, 2016 meeting)

B. Approval of Summary of Payments *(K. McCullough)*
C. Approval of Resolution #2016-09, Authorizing a State Habitat Conservation Fund Grant Application *(T. Jensen)*

Upon motion by Director Lee, seconded by Director Dalessio, the Board voted unanimously to approve Items 10-B & C.

D. Approval of Resolution #2016-10, Authorizing the Application for Grant Funds for the Environmental Enhancement and Mitigation Program *(R. Payan)*

Upon motion by Director Dalessio, seconded by Director Pofahl, the Board voted unanimously to approve Item 10-D.

E. Approval of Resolution #2016-11, Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Election *(S. Parker)*

Upon motion by Director Dalessio, seconded by Director Anderson, the Board voted unanimously to approve Item 10-E.

F. Approval Term Extension for Design Workshop Contract for Palo Corona Regional Park General Development Plan Services *(T. Jensen)*
G. Approval of Renewal for Turf Image Geospatial Contract for Geographical Information Systems *(T. Jensen)*

Upon motion by Director Lee, seconded by Director Dalessio, the Board voted unanimously to approve Items 10-F & G

H. Approval of Term Extension for Whitson Engineers Contract for Palo Corona Regional Park Parking Lot Services *(T. Jensen)*

Upon motion by Director Pofahl, seconded by Director Lee, the Board voted unanimously to approve Item 10-H.

I. Approval of Term Extension for Nancy Isakson Contract for Cachagua Community Park Water System Services *(T. Jensen)*

After staff clarification that the term extension would not affect the contract award amount, upon motion by Director Dalessio, seconded by Director Pofahl, the Board voted unanimously to approve Item 10-I.

J. Approval of Legal Services Agreement with the County Counsel's Office of Monterey County, CA *(K. McCullough)*

Upon motion by Director Lee, seconded by Director Dalessio, the Board voted unanimously to approve Item 10-J.

11) **Public Hearing** – Review of the Parks, Open Space and Coastal Preservation District and Approval of Resolution #2016-12, Approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Assessments for Fiscal Year 2016-17 for the Parks, Open Space and Coastal Preservation District *(S. Parker)*

President Sorenson opened the public hearing for comments and there being none, closed the public hearing.

Upon motion by Director Dalessio, seconded by Director Lee, the Board voted unanimously to approve Resolution #2016-12, thereby approving the engineer's report, confirming the diagram and assessment and ordering levy of assessments for fiscal year 2016-17.

12) **Division Reports** – All division reports are informational only and may be written or oral.

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*
   2) Special District Leadership Foundation District Transparency Certificate of Excellence *(K. McCullough)*

B. **Environmental Education/Community Outreach**
   1) Wildflower Update *(J. Nelson) – ORAL REPORT*

C. **Operations and Maintenance**
   1) Operations & Maintenance Division Update *(C. Camarillo)*

D. **Planning and Conservation**
   1) No Report

13) **Adjournment** – The meeting was adjourned at 7:23 p.m., after President Sorenson announced that the July 11, 2016 meeting was canceled and would be replaced by a special meeting on June 27, 2016.

Shuran Parker

Shuran Parker, Recording Secretary

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Shane Anderson - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

BOARD OF DIRECTORS AGENDA

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California
Monday, May 2, 2016 at 6:00 p.m.

1) **6:00 p.m. Call to Order**

2) **Roll Call**

3) **Identification of Closed Session Items** *(Part or all of a meeting may be closed to the public under special conditions. The Board may only consider matters covered in the agenda descriptions.)*

   Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: A.P.N. 015-162-044, 015-162-045 and others (Negotiators: Payan and Sutton/Lem/Fischer)

4) **Public Comment on Closed Session Item** *(The public may speak for a maximum of three minutes on any closed session item. Please complete a speaker form and give it to the Board Clerk.)*

5) **Adjourn to Closed Session**

6) **6:30 p.m. Regular Meeting**

7) **Report on Return from Closed Session** *(The Board shall publicly report any action taken in Closed Session pursuant to Government Code Section 54957.1(a).)*

8) **Approval of Agenda**

9) **Public Comments** *(The public may speak for a maximum of three minutes on any subject that is not on the agenda. Please complete a speaker form and give it to the Board Clerk.*

10) **Presentation** – Public Opinion Poll #2 Results Summary, Jared Boigon, TBWB Strategies and David Metz, Fairbank, Maslin, Maullin, Metz & Associates

11) **Consent Items** *(Items on the Consent Calendar are routine and for which a staff recommendation has been prepared. There is no discussion of these items prior to the Board vote and items will be acted on in one motion, unless a member of the Board, staff or public requests specific items be discussed and/or removed from the Consent Calendar. Public speakers are limited to three minutes.)*

A. Approval of April 4, 2016 Minutes *(S. Parker)*
B. Approval of April 16, 2016 Minutes *(S. Parker)*
C. Approval of Summary of Payments *(K. McCullough)*
D. Quarterly Investment Report *(K. McCullough)*
E. Approval of Resolution #2016-04, a Resolution of Intention to Levy Assessments for Fiscal Year 2016-17, Preliminarily Approving the Engineer's Report and Providing Notice of Hearing of the Monterey Peninsula Regional Park District's Parks, Open Space and Coastal Preservation Assessment District and Approval of Resolution #2016-05, a Resolution Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments and Property-Related Fees and Charges for the Monterey County Auditor *(R. Payan)*
F. Receipt of Assessment District Citizens Oversight Committee Annual Report *(S. Parker)*
G. Approval of Whitson Engineers Contract Amendment for Palo Corona Regional Park Parking Project Construction Management Services *(T. Jensen)*
H. Reject all Bids for Pickup Truck Acquisitions and Authorize Staff to Pursue Purchase on the Open Market *(C. Camarillo)*

Move: _____ Second: _____ Vote: _____

12) **Discussion/Action Items**

A. Approval of Resolution #2016-06, a Resolution to Adopt Local Goals and Policies for the Formation of a Community Facilities District *(R. Payan)*
B. Approval of Resolution #2016-07, a Resolution of Intention to Establish a Community Facilities District *(R. Payan)*
C. Consideration of Special District Candidates for Election as Local Agency Formation Commission (LAFCO) of Monterey County Alternate Member *(R. Payan)*

Move: _____ Second: _____ Vote: _____

13) **Public Hearing** – Review of the MPRPD Proposed Fiscal Year 2016-17 Budget and Approval of Resolution #2016-08, Adopting the Budget for Fiscal Year 2016-17 *(S. Parker)*

Move: _____ Second: _____ Vote: _____

14) **Division Reports** *(The General Manager and designated staff may provide reports on their activities or informational items and/or make brief announcements. They may also ask for clarification or direction from the Board.)*

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*
B. **Environmental Education/Community Outreach**
   1) Let's Go Outdoors! Spring/Summer 2016 Release *(J. Nelson)*
   2) Community Events Fiscal Year 2016-17 *(J. Nelson)*
C. **Operations and Maintenance**
   1) Operations and Maintenance Division Update *(C. Camarillo)*
D. **Planning and Conservation**
   1) Palo Corona Regional Park Parking Project Summary *(T. Jensen)*
   2) Cachagua Community Park Water System Summary *(T. Jensen)*
   3) Marina Dunes Preserve Snowy Plover Conservation Update *(T. Jensen)*

15) Adjournment

Agenda packets, with the exception of Closed Session and non-approved items are available at the Administration Office. Agendas are available at the Garland Park Visitor Center and Big Sur, Carmel, Carmel Valley, CSUMB, Marina, Monterey, Pacific Grove and Seaside Public Libraries. Materials related to an item on this Agenda submitted after distribution of the Agenda packet are available for public inspection at the Administration Office during normal business hours. The Agendas and Agenda packets may also be viewed on the District website at www.mprpd.org.

AMERICANS WITH DISABILITIES ACT (ADA) NOTICE: If you believe you possess any disability that would require special accommodation in order to attend and participate in this meeting, please contact the District Office at (831) 372-3196 at least 24 hours prior to the scheduled meeting.

AGENDA ITEM NO. 11-G

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE:	**May 2, 2016**
TO:	**Board of Directors**
FROM:	**Tim Jensen, Planning and Conservation Manager**
REVIEWED BY:	**Rafael Payan, General Manager**
SUBJECT:	**Approval of Whitson Engineers Contract Amendment for Palo Corona Regional Park Parking Project Construction Management Services**

RECOMMENDED ACTION

Staff recommends the board move to approve the contract amendment with Whitson Engineers in substantially the form and content submitted and authorize staff to execute.

FISCAL IMPACT

$5,000.00

FUNDING SOURCE:

6966

FUNDING BALANCE:

$63,177

DISCUSSION

Whitson Engineers ("Whitson") is the engineering and design firm of record for the Palo Corona Regional Park Parking Facility project ("Project"). The District's current contract with Whitson is for assisting staff with technical aspects of contractor work and approved plan related issues (Construction Management "CM") and for monitoring project water erosion and water quality in compliance with State Water Board construction regulations (Storm Water Pollution Prevention Plan "SWPPP") administration).

Contract payment for these services was approved by the Board in November and based on a best-guess estimate of time necessary for CM and SWPPP. The number of rain days that required Whitson Engineers to be on-site measuring water erosion and quality (SWPPP) exceeded the pre-winter estimate and the number of days necessary to assist staff with un-expected contractor conflicts related to performance and technical issues (CM) also exceeded the November estimate.

The project has been completed on-time and within budget, the grant has been fully invoiced, and the District has been reimbursed $180,000 (70%) to date.

ATTACHMENT

1. Amendment

Monterey Peninsula Regional Park District
60 Garden Court, Suite 325
Monterey, CA 93940-5331

Contract for Services – Amendment 7

The Agreement originally made and effective as of August 10, 2012 between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT", and Whitson Engineers, herein referred to as "CONSULTANT", is hereby amended and agreed to by both CONSULTANT and DISTRICT as follows:

5. PAYMENT

(a) The DISTRICT agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks.

This amount shall not exceed One Hundred and Forty Thousand Four Hundred and Twenty dollars ($140,420.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: 5/19/16
Kelly Sofenson Date
President

CONSULTANT

By: 5/13/16
Rich Weber, PE, LS, QSD Date
Principal

AGENDA ITEM NO. 10-A

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Shane Anderson - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California

May 2, 2016
Monday, 6:00 p.m.

DRAFT

MINUTES

1) **6:00 p.m. Call to Order** – The meeting was called to order at 6:03 p.m.

2) **Roll Call** – Roll call was taken.
PRESENT: Directors Anderson; Lee; Pofahl and Sorenson
ABSENT: Director Dalessio

3) **Identification of Closed Session Items** – President Sorenson identified the Closed Session Items and welcomed public comment.

Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: A.P.N. 015-162-044, 015-162-045 and others (Negotiators: Payan and Sutton/Lem/Fischer)

4) **Public Comment on Closed Session Item** – None

5) **Adjourn to Closed Session** – Closed Session began at 6:05 and ended at 6:28 p.m.

6) **6:30 p.m. Regular Meeting** – The Regular Meeting resumed at 6:32 p.m.

7) **Report on Return from Closed Session** – President Sorenson announced that no reportable action was taken in Closed Session.

8) **Approval of Agenda** – Upon motion by Director Pofahl, seconded by Director Lee, the agenda was unanimously approved.

9) **Public Comments** – Thomas Barkley spoke to the Board about the Western Snowy Plover and announced that he and Emma Richardson continue to do research at Marina Dunes.

Emma Richardson gave a handout to the Board and reviewed data from additional surveys she and Mr. Barkley conducted about the impact of dogs on the Snowy Plover.

Kathy Biala read a letter to the Board about dogs and the Snowy Plover and urged Board action to protect the birds.

Ken Chrisman spoke to the Board about the closed session item and questioned whether the District should be taking on additional land when it appears the District does not have the resources to manage existing lands. He also again encouraged the Board to allow more mountain bike access at District parks and to install more bike racks at parks.

Darius Rike spoke about his recent experience riding his bike in District parks and encouraged the Board to allow park visitors to ride their bikes to the Visitor Center at Garland Ranch Regional Park and increase access for all types of park users.

Presentation – Curt Below of Fairbank, Maslin, Maullin, Metz & Associates, with the assistance of Jared Boigon of TBWB Strategies, reviewed results of the second public opinion poll, administered in April. Poll results continued to show an overall positive opinion of the District as well as encouraging data as it relates to the potential community facilities district measure. Mr. Boigon recommended that the Board continue with the course of action to place the CFD measure on the November 2016 ballot.

10) **Consent Items** – Upon motion by Director Lee, seconded by Director Anderson, all Consent Items were unanimously approved.
   A. Approval of April 4, 2016 Minutes *(S. Parker)*
   B. Approval of April 16, 2016 Minutes *(S. Parker)*
   C. Approval of Summary of Payments *(K. McCullough)*
   D. Quarterly Investment Report *(K. McCullough)*
   E. Approval of Resolution #2016-04, a Resolution of Intention to Levy Assessments for Fiscal Year 2016-17, Preliminarily Approving the Engineer's Report and Providing Notice of Hearing of the Monterey Peninsula Regional Park District's Parks, Open Space and Coastal Preservation Assessment District and Approval of Resolution #2016-05, a Resolution Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments and Property-Related Fees and Charges for the Monterey County Auditor *(R. Payan)*
   F. Receipt of Assessment District Citizens Oversight Committee Annual Report *(S. Parker)*
   G. Approval of Whitson Engineers Contract Amendment for Palo Corona Regional Park Parking Project Construction Management Services *(T. Jensen)*
   H. Reject all Bids for Pickup Truck Acquisitions and Authorize Staff to Pursue Purchase on the Open Market *(C. Camarillo)*

11) **Discussion/Action Items** – All Items were unanimously approved as noted below.
   A. Approval of Resolution #2016-06, a Resolution to Adopt Local Goals and Policies for the Formation of a Community Facilities District – LeeAnn McCabe of SCI Consulting Group answered Board questions about the resolution and explained next steps in the CFD process.

- After discussion and upon motion by Director Lee, seconded by Director Pofahl, Item 11A was unanimously approved.

B. Approval of Resolution #2016-07, a Resolution of Intention to Establish a Community Facilities District – LeeAnn McCabe of SCI Consulting Group also answered Board questions about this resolution and explained next steps in the CFD process.
   - After discussion and upon motion by Director Pofahl, seconded by Director Lee, Item 11B was unanimously approved.

C. Consideration of Special District Candidates for Election as Local Agency Formation Commission (LAFCO) of Monterey County Alternate Member – The Board considered the two candidates for the LAFCO alternate member position.
   - After discussion and upon motion by Director Lee, seconded by Director Pofahl, the Board unanimously approved casting the District's ballot for Grant Leonard.

12) **Public Hearing** – Review of the MPRPD Proposed Fiscal Year 2016-17 Budget and Approval of Resolution #2016-08, Adopting the Budget for Fiscal Year 2016-17 – Shuran Parker, Administrative Services Manager reviewed highlights of the draft budget for Fiscal Year 2016-17 and answered Board questions.

President Sorenson opened the public hearing for comments and there being none, closed the public hearing.

Director Lee encouraged staff to focus more on capital expenditures and projects in the Fiscal Year 2017-18 budget.

After Board discussion, Director Anderson moved approval of Resolution #2016-08, seconded by Director Pofahl and the motion was unanimously approved, thereby adopting the Fiscal Year 2016-17 Budget.

13) **Division Reports** – All Division Reports are informational only and may be written or oral.

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*

B. **Environmental Education/Community Outreach**
   1) Let's Go Outdoors! Spring/Summer 2016 Release *(J. Nelson)*
   2) Community Events Fiscal Year 2016-17 *(J. Nelson)*

C. **Operations and Maintenance**
   1) Operations and Maintenance Division Update *(C. Camarillo)*

D. **Planning and Conservation**
   1) Palo Corona Regional Park Parking Project Summary *(T. Jensen)*
   2) Cachagua Community Park Water System Summary *(T. Jensen)*
   3) Marina Dunes Preserve Snowy Plover Conservation Update *(T. Jensen)*

14) **Adjournment** – The meeting was adjourned at 8:38 p.m.

Shuran Parker, Recording Secretary

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Shane Anderson - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

BOARD OF DIRECTORS AGENDA

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California
Monday, November 2, 2015 at 6:00 p.m.

1) **6:00 p.m. Call to Order**

2) **Roll Call**

3) **Identification of Closed Session Items** *(Part or all of a meeting may be closed to the public under special conditions. The Board may only consider matters covered in the agenda descriptions.)*

   A. Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: A.P.N. 015-162-044, 015-162-045 and others (Negotiators: Payan and Jones)

4) **Public Comment on Closed Session Item** *(The public may speak for a maximum of three minutes on any closed session item. Please complete a speaker form and give it to the Board Clerk.)*

5) **Adjourn to Closed Session**

6) **6:30 p.m. Regular Meeting**

7) **Report on Return from Closed Session** *(The Board shall publicly report any action taken in Closed Session pursuant to Government Code Section 54957.1(a).)*

8) **Approval of Agenda**

9) **Public Comments** *(The public may speak for a maximum of three minutes on any subject that is not on the agenda. Please complete a speaker form and give it to the Board Clerk.*

10) **Presentation** – MPRPD Liability Coverage, Q&A, Roy Angel, California Joint Powers Insurance Authority

11) **Consent Items** *(Items on the Consent Calendar are routine and for which a staff recommendation has been prepared. There is no discussion of these items prior to the Board vote and items will be acted on in one motion, unless a member of the Board, staff or public requests specific items be discussed and/or removed from the Consent Calendar. Public speakers are limited to three minutes.)*

A. Approval of October 5, 2015 Minutes *(S. Parker)*
B. Approval of Summary of Payments *(K. McCullough)*
C. Quarterly Investment Report *(K. McCullough)*
D. Approval to Submit a 2016 National Oceanic and Atmospheric Administration, California Bay Watershed Education and Training Grant Application, Year 2 *(J. Nelson)*
E. Approval to Accept National Park Service (NPS) Rivers, Trails, and Conservation Assistance Program Grant *(J. Nelson)*
F. Approval of Whitson Engineers Contract Amendment for Palo Corona Regional Park Parking Project Construction Management Services *(T. Jensen)*

Move: _____ Second: _____ Vote: _____

12) **Discussion/Action Item** – 2016 Board Meeting Schedule, Board Appointments and Election of Officers *(S. Parker)*

Move: _____ Second: _____ Vote: _____

13) **Division Reports** *(The General Manager and designated staff may provide reports on their activities or informational items and/or make brief announcements. They may also ask for clarification or direction from the Board.)*

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*
B. **Environmental Education/Community Outreach**
   1) No Report
C. **Operations and Maintenance**
   1) Operations and Maintenance Division Update *(C. Camarillo)*
D. **Planning and Conservation**
   1) No Report

14) **Adjournment**

Agenda packets, with the exception of Closed Session and non-approved items are available at the Administration Office. Agendas are available at the Garland Park Visitor Center and Big Sur, Carmel, Carmel Valley, CSUMB, Marina, Monterey, Pacific Grove and Seaside Public Libraries. Materials related to an item on this Agenda submitted after distribution of the Agenda packet are available for public inspection at the Administration Office during normal business hours. The Agendas and Agenda packets may also be viewed on the District website at www.mprpd.org.

AMERICANS WITH DISABILITIES ACT (ADA) NOTICE: If you believe you possess any disability that would require special accommodation in order to attend and participate in this meeting, please contact the District Office at (831) 372-3196 at least 24 hours prior to the scheduled meeting.

AGENDA ITEM NO. 11-F

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE:	**November 2, 2015**
TO:	**Board of Directors**
FROM:	**Tim Jensen, Planning and Conservation Manager**
REVIEWED BY:	**Rafael Payan, General Manager**
SUBJECT:	**Approval of Whitson Engineers Contract Amendment for Palo Corona Regional Park Parking Project Construction Management Services**

RECOMMENDED ACTION

Staff recommends the board move to approve the contract amendment with Whitson Engineers in substantially the form and content submitted and authorize staff to execute.

FISCAL IMPACT

$17,100.00

DISCUSSION

Whitson Engineers ("Whitson") is the engineering and design firm of record for the Palo Corona Regional Park Parking Facility project ("Project"). Whitson was initially hired in August 2012 with a payment sum of $18,320 to design the Project. After the initial and amended designs for Big Sur Land Trust property were deemed infeasible, the Board approved a payment amendment of an additional $100,000 in February 2013 to re-design the parking project in the park and also design the State Route 1 left-turn lane project. This work has been completed and the District holds a Coastal Development and Construction Permit to complete the Project. The Board approved a draft contract with Anderson Pacific Construction, which is pending full execution.

The District's current contract with Whitson did not anticipate Construction Management Services. These services were contemplated as being administered in-house. However, short-staffing and El Nino preparation have rendered discretionary staff availability untenable. To move this project along in a timely manner staff has drafted an amendment for these essential construction management services (Attachment 1).

The current *Parks, Open Space, and Coastal Preservation Assessment District Budget* has $585,000 set aside for this project. The approved bid is approximately $300,000 and the grant is approximately $260,000. The net cost to the District will be about $40,000 of the $585,000. The additional $17,000 for construction management services is a de-minmus impact on these budgeted funds.

ATTACHMENT

1. Amendment

Contract for Services – Amendment 6

The Agreement originally made and effective as of August 10, 2012 between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT", and Whitson Engineers, herein referred to as "CONSULTANT", is hereby amended and agreed to by both CONSULTANT and DISTRICT as follows:

5. **PAYMENT**

(a) The DISTRICT agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks.

This amount shall not exceed One Hundred and Thirty Five Thousand Four Hundred and Twenty dollars ($135,420.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

The Scope of Services shall also be amended to include Exhibit 1.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____ 2/5/2016
Kelly Sorenson — Date
President

CONSULTANT

By: _____ 12/1/2015
Rich Weber, PE, LS, QSD — Date
Principal

Amendment 6, Exhibit 1

WE WHITSON ENGINEERS

9699 Blue Larkspur Lane ▪ Suite 105 ▪ Monterey, CA 93940
831 649-5225 ▪ Fax 831 373-5065

October 13, 2015

Project No.: 2835.04

Mr. Timothy Jensen
Monterey Peninsula Regional Park District
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Via email: tjensen@mprpd.org

Re: Proposal for Construction Management and Post Design Services
Palo Corona Ranch – Access & Parking Lot Improvements
Monterey County, CA

Dear Mr. Jensen,

Whitson Engineers is pleased to submit this proposal for additional services to provide Construction Management and Post Design Services for the new parking lot and access road improvements at Palo Corona Regional Park.

If approved, the proposed additional services will be performed as an amendment to our contract dated July 2, 2012. Based on our conversations with you and our knowledge of the project we propose the following scope of work:

SCOPE OF SERVICES:

Task 1 – Construction Management
Provide Construction Administration limited to the access road, parking lot and dry utility plans unless otherwise noted below.

1. Review Contractor submittals and shop drawing.
2. Conduct site visits for construction work during the course of construction at request of Monterey Peninsula Regional Park District. Site visits are anticipated to be a pre-construction meeting and at the subgrade, base, and form checking construction phases. (10 hours budgeted)
3. Review and provide responses to Client for Requests for Information (RFI) and Contract Change Orders (CCO).
4. Participate in the Final Completion Inspection and provide a "Punch-List" to Client.
5. Prepare Record Drawings for Monterey County based on mark-ups provided by the project superintendent and Monterey County Inspectors.

Task 2 – Construction Staking
Provide Construction Staking limited to the phase 1 of the improvement plans unless otherwise noted below.

1. Calculate staking points based on approved Plans, and coordinate with Construction Contractor. Prepare staking cut sheets and plots for Contractor's use.
2. Clearing Stakes: Provide 1 set of clearing stakes at the perimeter of the proposed grading limits.
3. Access Road Rough Grade Staking: Provide stakes at each turn out and every 50 feet, at points of horizontal and vertical curvature and at angle points (offset to be determined by contractor).
4. Parking Lot Rough Grade Staking: Provide offset stakes at each corner of the parking area, and one at each grade break.
5. Provide one set of 2 stakes for approximately 4 storm drain structures.
6. Finish Grade Staking – Provide finish grade stakes for accessible parking area and the accessible pathway.

Task 3 – Testing and Observation Services (Grice Engineering)
Through our sub consultant, Grice Engineering, provide the following geotechnical testing and observation services:

1. Field Compaction Testing: provide observation services and field compaction testing of the fill placement, finish subgrade and aggregate base.
2. Documentation and Engineering Review: Provide field and formal documentation of site observations and compaction test data and prepare a final grading report.

Assumptions:

1. All our work products will be provided in PDF format.
2. Reproduction will be provided by others, or will be reimbursed separately.

Exclusions:
The following work is specifically excluded from the Engineer's Scope of Services:

1. Changes in scope of the Engineer's work
2. Submittal review for items outside the civil engineer's scope of work.
3. Daily construction monitoring and reports.
4. Construction monitoring of PG&E's scope of work
5. Geotechnical testing and observations.
6. Documentation and filing of prevailing wage or certified payroll.
7. Obtaining permits, permit condition compliance
8. Qualified SWPPP Developer (QSD) services, which includes SWPPP preparation
9. Qualified SWPPP Practitioner (QSP) work, which includes stormwater monitoring, sampling, analysis, and reporting
10. Construction inspections
11. Preparation of on-site as-builts and "Punch-List".

Please note that upon your request we could provide the above services at additional cost.

PAYMENT AND PROVISIONS:
Progress Billings and Authorized Additional Services will be on a **Time and Materials basis** in accordance with the rates shown on the Fee Schedule (T35) included as part of the original contract dated January 3, 2014. We estimate that the cost for the services described in the above Scope of Services will be as follows:

Description of Work		Estimated Fee
1. Construction Management		
1.1	Review Submittals and Shop Drawings	$900
1.2	Conduct Site Visits	$1,550
1.3	Respond to Requests for information	$1,450
1.4	Final Completion Inspection	$850
1.5	Record Drawings	$850
2. Construction Staking		$7,400
3. Testing and Inspections Services		$4,100
		Total $17,100

This amount will not be exceeded without first notifying the Client. We will begin work immediately following the receipt of a signed agreement. If you have any questions or need more information, please contact me at (831) 649-5225.

Sincerely,
WHITSON ENGINEERS
Sincerely,

Richard Weber PE, LS
RCE 55219

Authorization for Civil Engineering and Land Surveying Services:

By: Date:

Print Name: Title:

RPW/dr
T35
Cc:

AGENDA ITEM NO. 11-D

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Shane Anderson - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California

November 2, 2015
Monday, 6:00 p.m.

DRAFT

MINUTES

1) **6:00 p.m. Call to Order** – The meeting was called to order at 6:05 p.m.

2) **Roll Call** – Roll call was taken.
PRESENT: Directors Anderson; Dalessio; Lee and Pofahl
ABSENT: Director Sorenson

3) **Identification of Closed Session Items** – Secretary/Treasurer Pofahl announced that the Board would be convening to Closed Session for Items 3-A and welcomed public comment.
A. Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: A.P.N. 015-162-044, 015-162-045 and others (Negotiators: Payan and Jones)

4) **Public Comment on Closed Session Item** – None

5) **Adjourn to Closed Session** – Closed Session commenced at 6:06 p.m. and ended at 6:28 p.m.

6) **6:30 p.m. Regular Meeting** – The regular meeting commenced at 6:32 p.m. and ended at 7:24 p.m.

7) **Report on Return from Closed Session** – Secretary/Treasurer Pofahl announced that no reportable action was taken.

8) **Approval of Agenda** – Upon motion of Director Dalessio, seconded by Director Anderson, the agenda was unanimously approved.

9) **Public Comments** – Ken Chrisman urged the Board to encourage staff to open all parks, including access for bike riders.

Mary Dainton spoke about the recent District TV advertisement and how she found it confusing, referencing parks that aren't owned and/or managed by the District.

10) **Presentation** – Roy Angel, of the California Joint Powers Insurance Authority spoke to the Board about the District's Liability and Workers' Compensation coverage and answered Board questions.

- Ken Chrisman commented on the risk presentation and pointed out that all park uses carry inherent dangers.

11) **Consent Items** – Upon motion by Director Lee, seconded by Director Dalessio, all Consent Items were unanimously approved.

A. Approval of October 5, 2015 Minutes *(S. Parker)*
B. Approval of Summary of Payments *(K. McCullough)*
C. Quarterly Investment Report *(K. McCullough)*
D. Approval to Submit a 2016 National Oceanic and Atmospheric Administration, California Bay Watershed Education and Training Grant Application, Year 2 *(J. Nelson)*
E. Approval to Accept National Park Service (NPS) Rivers, Trails, and Conservation Assistance Program Grant *(J. Nelson)*
F. Approval of Whitson Engineers Contract Amendment for Palo Corona Regional Park Parking Project Construction Management Services *(T. Jensen)*

12) **Discussion/Action Item** – Upon motion by Director Dalessio, seconded by Director Lee, the proposed 2016 Board Meeting Scheduled with the addition of a January 11 meeting was unanimously approved. Upon motion by Director Dalessio, seconded by Director Anderson, Mary Dainton was reappointed to the Assessment District Citizen's Oversight Committee for another term. Election of Board Officers was postponed until the full Board was in attendance.

- 2016 Board Meeting Schedule, Board Appointments and Election of Officers *(S. Parker)*

13) **Division Reports** – All Division Reports are informational only and may be written or oral.

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*
B. **Environmental Education/Community Outreach**
   1) No Report
C. **Operations and Maintenance**
   1) Operations and Maintenance Division Update *(C. Camarillo)*
D. **Planning and Conservation**
   1) No Report

14) **Adjournment** – The meeting was adjourned at 7:25 p.m.

_____
Shuran Parker, Recording Secretary

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Christine Dressler Moss - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

BOARD OF DIRECTORS AGENDA

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California
Monday, June 1, 2015 at 6:30 p.m.

1) **6:30 p.m. Call to Order**

2) **Roll Call**

3) **Approval of Agenda**

4) **Public Comments** *(The public may speak for a maximum of three minutes on any subject that is not on the agenda. Please complete a speaker form and give it to the Board Clerk.)*

5) **Consent Items** *(Items on the Consent Calendar are routine and for which a staff recommendation has been prepared. There is no discussion of these items prior to the Board vote and items will be acted on in one motion, unless a member of the Board, staff or public requests specific items be discussed and/or removed from the Consent Calendar. Public speakers are limited to three minutes.)*
   A. Approval of April 25, 2015 Minutes *(S. Parker)*
   B. Approval of May 4, 2015 Minutes *(S. Parker)*
   C. Approval of Summary of Payments *(K. McCullough*
   D. Approval of Proposal for Information Technology Services and Authorization to Enter Into Service Agreement *(S. Parker)*
   E. Approval of Proposal from C&N Tractors for Acquisition of Utility Vehicle *(C. Camarillo)*
   F. Approval of Extension of Professional Services Agreement with Jarvis, Fay, Doporto & Gibson, LLP for Legal Services in Connection with Assessment District or Community Facilities District (CFD) Funding *(K. McCullough)*
   G. Approval of Professional Services Agreement Between MPRPD and the County Counsel's Office of Monterey County *(K. McCullough)*
   H. Approval to Extend Agreement with Whitson Engineers *(T. Jensen)*

I. Approval of Professional Services Agreement Between MPRPD and Lozano Smith Attorneys At Law (K. McCullough)

Move: _____ Second: _____ Vote: _____

6) **Discussion/Action Item** – Review and Approval of Employee Paid Sick Leave Policy *(S. Parker)*

Move: _____ Second: _____ Vote: _____

7) **Public Hearings**

A. Review of the Parks, Open Space and Coastal Preservation District and Approval of Resolution #2015-09, Approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Assessment for Fiscal Year 2015-16 for the Parks, Open Space and Coastal Preservation District *(R. Payan)*

B. Review of the MPRPD Proposed Fiscal Year 2015-16 Budget and Approval of Resolution #2015-10, Adopting the Budget for Fiscal Year 2015-16 *(S. Parker)*

Move: _____ Second: _____ Vote: _____

8) **Division Reports** *(The General Manager and designated staff may provide reports on their activities or informational items and/or make brief announcements. They may also ask for clarification or direction from the Board.)*

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*

B. **Environmental Education/Community Outreach**
   1) Frog Pond Community Walk with Jane Parker, Supervisor, Fourth District, Monterey County *(J. Nelson)*

C. **Operations and Maintenance**
   1) Operations and Maintenance Division Update *(C. Camarillo)*

D. **Planning and Conservation**
   1) No Report

9) **Adjournment**

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AMERICANS WITH DISABILITIES ACT (ADA) NOTICE: If you believe you possess any disability that would require special accommodation in order to attend and participate in this meeting, please contact the District Office at (831) 372-3196 at least 24 hours prior to the scheduled meeting.

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE:	**June 1, 2015**
TO:	**Board of Directors**
FROM:	**Tim Jensen, Planning and Conservation Manager**
REVIEWED BY:	**Rafael Payan, General Manager**
SUBJECT:	**Approval of Whitson Engineers Contract Term Extension for Palo Corona Regional Park Parking Project Engineering Services**

RECOMMENDED ACTION

Staff recommends the board move to approve the contract extension with Whitson Engineers in substantially the form and content submitted and authorize staff to execute.

FISCAL IMPACT

None.

DISCUSSION

Whitson Engineers is the engineering and design firm of record for the Palo Corona Regional Park Parking Facility project. The District's contract with Whitson Engineers is set to expire on June 30th. Unfortunately, the Coastal Development Permit issuance process was extended beyond expectation and the project is only now being plan-checked for the necessary County Grading Permit. It is necessary to retain Whitson Engineers to respond to any changes issued by the County and also to be available to administer the engineering elements of project construction. The project is expected to go out for bid in July with construction started by October. There is currently a $20,000 balance on the contract that staff does not believe at this time needs to be adjusted. Staff has prepared a contract amendment (Attachment 1) for Board approval.

ATTACHMENT

1. Contract Amendment 5

Monterey Peninsula Regional Park District
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Contract for Services – Amendment 5

The Agreement originally made and effective as of August 10, 2012 between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT", and Whitson Engineers, herein referred to as "CONSULTANT", is hereby amended and agreed to by both CONSULTANT and DISTRICT as follows:

1. TERM

This Agreement shall commence on August 10, 2012 and shall remain and continue in effect until the tasks described herein under Scope of Work are completed and produced, but in no event later than June 30, 2016 unless terminated sooner pursuant to the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____ 07.02.15
Rafael Payan, PhD Date
General Manager

CONSULTANT

By: _____
Rich Weber, PE, LS, QSD Date
Principal

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS
Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Christine Dresslar Moss - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California

June 1, 2015
Monday, 6:30 p.m.

MINUTES

1) **6:30 p.m. Call to Order** – The meeting was called to order at 6:32 p.m.

2) **Roll Call** – Roll call was taken.
PRESENT: Directors Dalessio; Dresslar Moss; Pofahl and Lee (Sorenson arrived after roll call)
ABSENT: None

3) **Approval of Agenda** – Upon motion by Director Dalessio, seconded by Director Lee, the agenda was unanimously approved.

4) **Public Comments** – None

Director Dalessio asked that an item be placed on the July or August agenda for him to present a proposal to change the name of the District.

5) **Consent Items** – Upon motion by Director Lee, seconded by Director Dalessio Items A-E, H-I were unanimously approved. After discussion as noted below and upon motion by Director Pofahl seconded by Director Dresslar Moss, Item F was unanimously approved. As an employee of the County of Monterey working in the department with responsibility for the County budget, Director Lee recused herself from the vote on Item G and left the room during the vote and discussion. It was determined that because Director Dresslar Moss, also employed by the County of Monterey does not have any direct involvement with the County budget process, that a conflict did not exist and it was therefore appropriate for her to vote on the item. Upon motion by Director Dalessio, seconded by Director Dresslar Moss, Item G was approved (Ayes: Dalessio; Dresslar Moss; Pofahl and Sorenson; Recused: Lee)
A. Approval of April 25, 2015 Minutes *(S. Parker)*

- *Mary Dainton commented that the special meeting minutes lacked enough detail for the reader to know what transpired at the meeting.*

B. Approval of May 4, 2015 Minutes *(S. Parker)*
C. Approval of Summary of Payments *(K. McCullough*
D. Approval of Proposal for Information Technology Services and Authorization to Enter Into Service Agreement *(S. Parker)*
E. Approval of Proposal from C&N Tractors for Acquisition of Utility Vehicle *(C. Camarillo)*
F. Approval of Extension of Professional Services Agreement with Jarvis, Fay, Doporto & Gibson, LLP for Legal Services in Connection with Assessment District or Community Facilities District (CFD) Funding *(K. McCullough)*

- *The contract amount is not to exceed $7,000 without prior Board approval.*

G. Approval of Professional Services Agreement Between MPRPD and the County Counsel's Office of Monterey County *(K. McCullough)*
H. Approval to Extend Agreement with Whitson Engineers *(T. Jensen)*
I. Approval of Professional Services Agreement Between MPRPD and Lozano Smith Attorneys At Law (K. McCullough)

6) **Discussion/Action Item** – Review and Approval of Employee Paid Sick Leave Policy *(S. Parker)* – After review and discussion, upon motion by Director Lee, seconded by Director Pofahl, Item 6 was unanimously approved.

7) **Public Hearings**

A. Review of the Parks, Open Space and Coastal Preservation District and Approval of Resolution #2015-09, Approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Assessment for Fiscal Year 2015-16 for the Parks, Open Space and Coastal Preservation District *(R. Payan)*

General Manager Payan introduced the item and Susan Barnes of SCI Consulting Group was also present to answer Board questions about the 2015-16 Engineer's Report.

President Sorenson opened the public hearing for comment and there being none, closed the public hearing. Upon motion by Director Dalessio, seconded by Director Dresslar Moss, the motion was unanimously, thereby ordering the levy of assessments for Fiscal Year 2015-16.

B. Review of the MPRPD Proposed Fiscal Year 2015-16 Budget and Approval of Resolution #2015-10, Adopting the Budget for Fiscal Year 2015-16 *(S. Parker)*

Administrative Services Manager Shuran Parker reviewed highlights of the proposed FY2015-16 District budget including revenues, expenditures, grant funding and projected fund balances, and then entertained questions.

President Sorenson opened the public hearing for comments and there being none, closed the public hearing.

After Board discussion, Director Lee moved approval of Resolution #2015-10, seconded by Director Dresslar Moss and the motion was unanimously approved, thereby adopting the Fiscal Year 2015-16 Budget.

8) **Division Reports** *(The General Manager and designated staff may provide reports on their activities or informational items and/or make brief announcements. They may also ask for clarification or direction from the Board.)*

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*
   2) *As a reminder, a continued Strategic Plan Board Study Session has been scheduled for Wednesday, June 17, 5:30 to 7:30 p.m. at the District's Administrative office (60 Garden Court, Suite 325, Monterey (S. Parker) – ORAL REPORT*

B. **Environmental Education/Community Outreach**
   1) Frog Pond Community Walk with Jane Parker, Supervisor, Fourth District, Monterey County *(J. Nelson) – Jackie Nelson pointed out the correct date of the Community Walk, Wednesday, July 15.*

C. **Operations and Maintenance**
   1) Operations and Maintenance Division Update *(C. Camarillo)*

D. **Planning and Conservation**
   1) No Report

9) **Adjournment** – The meeting was adjourned at 7:38 p.m.

Shuran Parker

Shuran Parker, Recording Secretary

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach
Michael Adamson - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City
Christine Dresslar Moss - Seaside, Northern Sand City, Southern Ft. Ord
Kelly Sorenson - Marina, Northern Fort Ord

BOARD OF DIRECTORS AGENDA

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California
Monday, December 1, 2014 at 6:30 p.m.

1) **6:30 p.m. Call to Order**

2) **Roll Call**

3) **Identification of Closed Session Items** *(Part or all of a meeting may be closed to the public under special conditions. The Board may only consider matters covered in the agenda descriptions.)*

   A. Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: A.P.N. 103-081-004 and others, 103-071-005 and others, 259-011-049 and others (Negotiators: Payan and Stilwell)
   B. Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: A.P.N. 103-071-013; 103-181-003; 259-091-007; 015-163-005, 006 & 007 and 015-441-003 (Negotiators: Payan and Chiulos)
   C. Conference with Legal Counsel – Threatened Litigation Pursuant to Government Code Section 54956.9 (d)(2) One potential case.

4) **Public Comment on Closed Session Item**

5) **Adjourn to Closed Session**

6) **7:00 p.m. Report on Return from Closed Session** *(The Board shall publicly report any action taken in Closed Session pursuant to Government Code Section 54957.1(a).)*

7) **Approval of Agenda**

8) **Public Comments** *(The public may speak for a maximum of three minutes on any subject that is not on the agenda. Please complete a speaker form and give it to the Board Clerk.)*

9) **Presentations**
   A. Michael Adamson, Retiring Board Member Recognition (Resolution #2014-16)
   B. MPRPD Fiscal Year 2013-14 Draft Financial Audit Report, Mike and Bette Grace, Grace & Associates
   C. Exploring Partnership with the Pacific Grove Museum to Provide Programs at MPRPD Properties, Ann Wasser, Pacific Grove Museum and Jackie Nelson, Environmental Education Supervisor

10) **Consent Items** *(Items on the Consent Calendar are routine and for which a staff recommendation has been prepared. There is no discussion of these items prior to the Board vote and items will be acted on in one motion, unless a member of the Board, staff or public requests specific items be discussed and/or removed from the Consent Calendar. Public speakers are limited to three minutes.)*
   A. Approval of November 3, 2014 Minutes *(S. Parker)*
   B. Approval of November 6, 2014 Minutes *(S. Parker)*
   C. Approval to Extend Contract with TFD Open Systems for Information Technology Services *(S. Parker)*
   D. Approval of Awards for FY2014-15 Parks, Open Space and Coastal Preservation Grant Program *(S. Parker)*
   E. Approval of a Contract Amendment Extending the Term and Payment with Golden State Planning *(T. Jensen)*
   F. Approval of a Contract Amendment Extending the Term and Payment with Whitson Engineers *(T. Jensen)*
   G. Approval of an Agreement Amendment Extending the Term and Payment with University Corporation at Monterey Bay *(T. Jensen)*
   H. Approval to Expend Prop 117 Funds for Purchase of "Rancho Aguajito" Property *(T. Jensen)*
   I. Approval of Purchase Sale Agreement Between Pebble Beach Company and Monterey Peninsula Regional Park District for Purchase of "Rancho Aguajito" Property *(T. Jensen)*
   J. Approval of the Renaming of Rancho Aguajito Property *(T. Jensen)*

Move: _____ Second: _____ Vote: _____

11) **Division Reports** *(The General Manager and designated staff may provide reports on their activities or informational items and/or make brief announcements. They may also ask for clarification or direction from the Board.)*
   A. **Administration**
      1) Monthly Financial Report *(K. McCullough)*
   B. **Environmental Education/Community Outreach**
      1) No Report
   C. **Operations and Maintenance**
      1) Operations and Maintenance Update *(C. Camarillo)* – Oral Report
   D. **Planning and Conservation**
      1) Palo Corona Regional Park Experimental WiFi Network Grid *(T. Jensen)* – Oral Report

12) **Legal Counsel Report** – Liability Insurance/Exposure – Oral Report

13) **Future Agenda Items**

A. Future Agenda Items

B. *Items on Request*

1) *Starting an MPRPD Foundation [Dalessio]*
2) *Analysis of LGO Catalog: Offering All Free Programs and Exploring Causes for Decreased Participation [Dalessio and Lee]*

14) **Adjournment**

Agenda packets, with the exception of Closed Session and non-approved items are available at the Administration Office. Agendas are available at the Garland Park Visitor Center and Big Sur, Carmel, Carmel Valley, CSUMB, Marina, Monterey, Pacific Grove and Seaside Public Libraries. Materials related to an item on this Agenda submitted after distribution of the Agenda packet are available for public inspection at the Administration Office during normal business hours. The Agendas and Agenda packets may also be viewed on the District website at www.mprpd.org.

AMERICANS WITH DISABILITIES ACT (ADA) NOTICE: If you believe you possess any disability that would require special accommodation in order to attend and participate in this meeting, please contact the District Office at (831) 372-3196 at least 24 hours prior to the scheduled meeting.

AGENDA ITEM NO. 10-F

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE:	**December 1, 2014**
TO:	**Board of Directors**
FROM:	**Tim Jensen, Planning and Conservation Manager**
REVIEWED BY:	**Rafael Payan, General Manager**
SUBJECT:	**Approval of Whitson Engineers Contract Term Extension for Palo Corona Regional Park Parking Project Engineering Services**

RECOMMENDED ACTION

Staff recommends the board move to approve the contract extension with Whitson Engineers in substantially the form and content submitted and authorize staff to execute.

FISCAL IMPACT

None.

DISCUSSION

In August 2012, the District contracted Whitson Engineers ("WE") to produce an engineering design plan for the Palo Corona Regional Park proposed parking project. WE is the engineering firm of record for the project and assisted the district by drafting the engineering site design and specifications documents necessary to move the project through the review process.

This project is now scheduled for a County Planning Commission hearing on December 10, 2014. The contract with WE expires on December 31, 2014.

In looking ahead, staff desires to have its environmental consultant available for the remainder of the fiscal year after the hearing for consultation during the grading permit process, project administration process, and for consultation related to the adjacent Carmel River Floodplain Project as necessary.

The original contract has been amended on three previous occasions; once to increase payment and twice to extend the term due to unforeseen delays and design issues. There is currently a $20,000 balance on the contract that staff does not believe at this time needs to be adjusted.

ATTACHMENT

1. Contract Amendment 4

Monterey Peninsula Regional Park DISTRICT
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Contract for Services – Amendment 4

The Agreement originally made and effective as of August 10, 2012 between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT", and Whitson Engineers, herein referred to as "CONSULTANT", is hereby amended and agreed to by both CONSULTANT and DISTRICT as follows:

1. TERM

This Agreement shall commence on August 10, 2012 and shall remain and continue in effect until the tasks described herein under Scope of Work are completed and produced, but in no event later than June 30, 2015 unless terminated sooner pursuant to the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____ 02.09.15
Rafael Payan, PhD — Date
General Manager

CONSULTANT

By: _____ 12/4/14
Rich Weber, PE , LS, QSD — Date
Principal

AGENDA ITEM NO. 11-A

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach
Michael Adamson - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City
Christine Dresslar Moss - Seaside, Northern Sand City, Southern Ft. Ord
Kelly Sorenson - Marina, Northern Fort Ord

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California

December 1, 2014
Monday, 6:30 p.m.

MINUTES

1) **6:30 p.m. Call to Order** – The meeting was called to order at 6:33 p.m.

2) **Roll Call** – Roll call was taken.
PRESENT: Directors Adamson; Dalessio, Dresslar Moss, Lee and Sorenson
ABSENT: None

3) **Identification of Closed Session Items** – President Lee announced that the Board would be convening to Closed Session for Items 3A-C and welcomed public comment.
   A. Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: A.P.N. 103-081-004 and others, 103-071-005 and others, 259-011-049 and others (Negotiators: Payan and Stilwell)
   B. Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: A.P.N. 103-071-013; 103-181-003; 259-091-007; 015-163-005, 006 & 007 and 015-441-003 (Negotiators: Payan and Chiulos)
   C. Conference with Legal Counsel – Threatened Litigation Pursuant to Government Code Section 54956.9 (d)(2) One potential case.

4) **Public Comment on Closed Session Item** – Nikki Nedeff and Mary Ann Teed spoke in support of the closed session item 3-A.

5) **Adjourn to Closed Session** – Closed Session commenced at 6:39 p.m. and suspended at 7:07 p.m.

6) **7:00 p.m. Report on Return from Closed Session** – The Board returned from Closed Session at 7:08 p.m. and announced that it had nothing to report on Item 3-A would resume Closed Session to discuss Items 3-B and 3-C at the end of the regular meeting.

7) **Approval of Agenda** – Upon motion by Director Adamson, seconded by Director Dalessio, the agenda was unanimously approved.

8) **Public Comments** – Mary Dainton congratulated John Dalessio and Katie on their re-election and appointment to the Board.

Leslie Llantero from the City of Seaside requested funds from the Parks, Open Space and Coastal Preservation Community Grant Program for Laguna Grande Regional Park playground improvements.

9) **Presentations**

A. President Lee recognized retiring Board member Michael Adamson for his tenure on the Board. Director Dalessio also thanked and commended Director Adamson for work on the Board. Mary Dainton, a former Board member also thanked Director Adamson for his Board service.

Director Adamson remarked that it has been a pleasure serving on the Board and commended staff for all their hard work and diligence.

B. Mike Grace of Grace & Associates reviewed the draft Fiscal Year 2013-14 MPRPD Audit Report and entertained questions.

C. Jeannette Kihs and Ann Wasser of the Pacific Grove Museum of Natural History and MPRPD's Jackie Nelson spoke about proposed partnership opportunities between the two organizations and the Bay Watershed Education and Training grant for which MPRPD has applied.

10) **Consent Items** – Upon motion by Director Dalessio, seconded by Director Dresslar Moss, Items A, B, C, E, F and G were unanimously approved. After discussion and with changes noted below, upon motion by Director Sorenson, seconded by Direction Adamson, Item D was unanimously approved. After discussion, public comment and review of revised purchase sale agreement, upon motion by Director Dalessio, seconded by Director Sorenson, Item H was unanimously approved. Upon motion by Director Dalessio, Seconded by Director Adamson, Item I was unanimously approved as amended. After discussion and public comment, upon motion by Director Dalessio, seconded by Director Dresslar Moss, Item J was unanimously approved.

A. Approval of November 3, 2014 Minutes *(S. Parker)*
B. Approval of November 6, 2014 Minutes *(S. Parker)*
C. Approval to Extend Contract with TFD Open Systems for Information Technology Services *(S. Parker)*
D. Approval of Awards for FY2014-15 Parks, Open Space and Coastal Preservation Grant Program *(S. Parker)*
   - *Grants will be awarded to: California State Parks, $66,587; City of Pacific Grove, $25,000; The Marina Foundation, $20,000; Point Lobos Foundation, $15,000.*
   - *Because the City of Seaside did not submit a grant application but did verbally request funding for Laguna Grande Regional Park at this meeting, President Lee encouraged City and District staff to meet and discuss the recommended park*

improvements and potentially bring back a proposal for the Board to consider at a future meeting.

E. Approval of a Contract Amendment Extending the Term and Payment with Golden State Planning *(T. Jensen)*

F. Approval of a Contract Amendment Extending the Term and Payment with Whitson Engineers *(T. Jensen)*

G. Approval of an Agreement Amendment Extending the Term and Payment with University Corporation at Monterey Bay *(T. Jensen)*

H. Approval to Expend Prop 117 Funds for Purchase of "Rancho Aguajito" Property *(T. Jensen)*

I. Approval of Purchase Sale Agreement Between Pebble Beach Company and Monterey Peninsula Regional Park District for Purchase of "Rancho Aguajito" Property *(T. Jensen)*
   - *Revised Purchase Sale Agreement Distributed*

J. Approval of the Renaming of Rancho Aguajito Property *(T. Jensen)*
   - *The property will be renamed in whole or in part, the Joyce Stevens Monterey Pine Forest Preserve.*

   Public Comment: Nikki Nedeff, Maggie Hardy, Tom Aikman (sp), Sheila Baldridge, Mary Ann Teed, Mary Dainton and Boone Hewley (sp) spoke in support of naming the park after Joyce Stevens.

11) Division Reports – All division reports are informational only and may be either written or oral.

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*

B. **Environmental Education/Community Outreach**
   1) No Report

C. **Operations and Maintenance**
   1) *Update on park operations due to recent rain (C. Camarillo) – ORAL REPORT*

D. **Planning and Conservation**
   1) *Staff is exploring opportunities for Wi-Fi access at Palo Corona Regional Park (R. Payan) – ORAL REPORT*

12) Legal Counsel Report – Legal Counsel Michael Whilden provided a brief oral report on the District's liability coverage through the California Joint Powers Insurance Authority and answered Board member questions on potential exposure risks.

13) Future Agenda Items

A. Future Agenda Items

B. *Items on Request*
   1) *Starting an MPRPD Foundation [Dalessio]*
   2) *Analysis of LGO Catalog: Offering All Free Programs and Exploring Causes for Decreased Participation [Dalessio and Lee]*

14) Return to Closed Session – Regular meeting items were concluded at 8:43 p.m. Closed Session resumed at 8:53 p.m. and concluded at 9:20 p.m.

15) **Report on Return from Closed Session** – President Lee announced that no reportable action was taken during Closed Session.

16) **Adjournment** – The meeting was adjourned at 9:21 p.m.

Shuran Parker

Shuran Parker, Recording Secretary

AGENDA ITEM NO. 5-F

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE:	**February 3, 2014**
TO:	**Board of Directors**
FROM:	**Tim Jensen, Planning & Conservation Manager**
REVIEWED BY:	**Rafael Payan, General Manager**
SUBJECT:	**Approval of Contract Carry-Over with Whitson Engineers for Palo Corona Regional Park Parking Project Engineering Services**

RECOMMENDED ACTION
Approve Carry-Over.

FISCAL IMPACT
None.

DISCUSSION
In August 2012, the District contracted Whitson Engineers to produce an engineering design plan for the Palo Corona Regional Park proposed parking project. This project has experienced several delays associated with explanatory circumstances, most recently the construction conflict with the Carmel River Causeway Project. Staff, working closely with its key partners, particularly the County and Caltrans, over the past couple of months, has proposed a potential resolution to the timing conflict and believes the parking project can resume its progress towards a Coastal Development Permit application to the County in the next month, or so.

However, the expiration date of December 31, 2013 for the Whitson Engineers agreement escaped staff's attention until it was too late to bring this item to the January Board meeting for carry-over consideration. As the engineering firm of record for the project, the services provided by Whitson Engineers are still needed for the interim State Route 1 Design Exception compromise reached with Caltrans and for final parking design work with Monterey County during the permit issuance phase of the project.

ATTACHMENT
1. Carry-Over Amendment

Contract #201213-500-02

Monterey Peninsula Regional Park DISTRICT
60 Garden Court, Suite 325
Monterey, CA 93940-5341

ORIGINAL

Contract for Services – Amendment 3

The Agreement originally made and effective as of August 10, 2012 between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT", and Whitson Engineers, herein referred to as "CONSULTANT", is hereby amended and agreed to by both CONSULTANT and DISTRICT as follows:

1. TERM

This Agreement shall commence on August 10, 2012 and shall remain and continue in effect until the tasks described herein under Scope of Work are completed and produced, but in no event later than December 31, 2014 unless terminated sooner pursuant to the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____ 02.10.2014
Rafael Payan, PhD — Date
General Manager

CONSULTANT

By: _____ 2/5/14
Rich Weber, PE , LS, QSD — Date
Principal

AGENDA ITEM NO. 5-A

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach
Michael Adamson - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City
Christine Dresslar Moss - Seaside, Northern Sand City, Southern Ft. Ord
Kelly Sorenson - Marina, Northern Fort Ord

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California

February 3, 2014
Monday, 7:00 p.m.

MINUTES

1) **7:00 p.m. Regular Meeting Roll Call** – The regular meeting was called to order at 7:03 p.m.
PRESENT: Directors Adamson; Dresslar Moss and Lee
ABSENT: Directors Dalessio and Sorenson

2) **Approval of Agenda** – Upon motion by Director Adamson, seconded by Director Dresslar Moss, the agenda was unanimously approved.

3) **Presentations**
   A. Five Year Service Award, Ranger Jeffrey Niewenhuis – *Item was continued to the March 10 meeting.*
   B. Joanna Devers of the Big Sur Land Trust (BSLT) gave a presentation on a grant it received to make improvements along the San Jose Creek. BSLT and District staff are working together to meet the grant requirements and will provide updates to both agencies' respective Boards as appropriate.
   C. Elizabeth Welden-Smith and Jesse Banda of The National Steinbeck Center gave a presentation about plans for the organization's 75th Anniversary celebration of "The Grapes of Wrath" and the hopes of using Palo Corona Regional Park as one of the event locations.

   Mary Dainton expressed concerns with vans driving up to Inspiration Point. Ms. Welden-Smith spoke about their transportation plan.

4) **Public Comments** – None

5) **Consent Items** – After discussion as noted below and upon motion by Director Dresslar Moss, seconded by Director Adamson, all items were unanimously approved.

A. Approval of January 6, 2014 Minutes
B. Approval of Summary of Payments
C. Monthly Financial Report
D. Quarterly Investment Report
E. Approval of Legal Services Agreement with the County Counsel's Office of Monterey County, CA
   - *Director Dresslar Moss inquired whether MPRPD would be assigned a specific attorney through the agreement. GM Payan announced that MPRPD has been advised that it would be assigned an attorney and that said attorney would attend Board meetings if that is the Board's desire.*
   - *Director Lee announced that she and Director Dresslar Moss both work for the County of Monterey but will in no way benefit financially from the proposed agreement and was advised by the California Fair Political Practices Commission that there would be no conflict of interest in the Directors voting on the item.*
F. Approval of Contract Term Extension with Whitson Engineers for Palo Corona Regional Park Parking Project Engineering Design Services
G. Approval of Contract Term Extension with Golden State Planning for Palo Corona Regional Park Parking Project CEQA Services
H. Approval of Palo Corona Regional Park Request for Proposals for Weed Control (Spraying) Services
I. Approval of First Amendment to the Agreement for Grant of Temporary Access and Construction Easements for the Carmel River Reroute and San Clemente Dam Removal Project

6) **Discussion Items**

A. Rafael Payan spoke about the draft revisions to the MPRPD Parks, Open Space and Coastal Preservation Community Grant Program Guidelines and advised that future grant-related materials will be presented to the Board for review.

Gary Peterson of the Big Sur Land Trust spoke to the Board about the grant program and made additional guideline revision recommendations.

Upon motion by Director Dresslar Moss, seconded by Director Adamson, the Board unanimously approved the revised draft guidelines with Mr. Peterson's additional recommended changes.

B. Future Agenda Items
   1) President Lee announced that she would like staff to draft a policy which outlines parameters for how staff and Board members may ask questions of legal counsel.
   2) Status of Palo Corona Regional Park parking lot

7) **Director Reports** – Director Dresslar Moss announced that the Monterey County Children's Council is in the process of developing an early childhood development initiative, and are having meetings of agencies to work together, to coordinate services and acquire and share resources in ways that will increase the well-being of younger children in the community. The last such meeting will be held on February 4th in Seaside at the Community Center on Coe Ave., from 8:00 to 10:00pm. Director Dresslar Moss

announced that she would attend the meeting and encouraged all who were interested to attend.

President Lee reported that she and General Manager Payan recently attended a meeting with City of Carmel, Big Sur Land Trust, State Parks, Del Monte Forest Conservancy, Transportation Agency for Monterey County, Pebble Beach Company and the Inns at Carmel staff, discussing green infrastructure around the City of Carmel and doing what can be done to encourage pedestrian and bicycle use in and around Carmel.

8) **Division Reports** – All reports are informational only and written, except where noted by italics.
   A. **Administration**
      1) Garland Ranch Regional Park Visitor Center Arboretum Project – Rafael Payan
      2) Palo Corona Regional Park: Project Goals for Next 6 Months – Rafael Payan
      3) Smoking, Open Flame Restrictions on District Properties – Rafael Payan
      4) Mid-Year Budget Report – Shuran Parker
      5) No Report – Kelly McCullough
   B. **Environmental Education/Community Outreach**
      1) Garland Ranch Regional Park Visitor Center Call for Artists – Jackie Nelson
   C. **Operations and Maintenance**
      1) Palo Corona Condor Feeding Station – Caine Camarillo
   D. **Planning and Conservation**
      1) No Report – Tim Jensen

9) **Adjournment** – The meeting was adjourned at 7:49 p.m.

Shuran Parker

Shuran Parker, Recording Secretary

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach
Michael Adamson - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City
Christine Dresslar Moss - Seaside, Northern Sand City, Southern Ft. Ord
Kelly Sorenson - Marina, Northern Fort Ord

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California

June 3, 2013
Monday, 5:00 p.m.

MINUTES

1. **6:19 p.m. Meeting Call to Order** – The regular meeting was called to order at 6:19 p.m.
   PRESENT: Directors Adamson; Dalessio; Dresslar Moss; Lee and Sorenson
   ABSENT: none

2. **Closed Session** – President Lee announced that the Board was convening to Closed Session to discuss Items 2A and 2B. Closed Session commenced at 6:19 p.m. and adjourned at 7:07 p.m.

   A. Real Property Negotiations Pursuant to Government Code Section 54956.8: A.P.N. 103-081-004 and others, 103-071-005 and others, 259-011-049 and others (Negotiators Jensen and Stilwell)
   B. Personnel Matters Pursuant to Government Code Section 54957(b)(1): Public Employee Appointment, Title: General Manager

3. **7:00 p.m. Regular Meeting Roll Call** – The regular meeting resumed at 7:10 p.m.
   PRESENT: Directors Adamson; Dalessio; Dresslar Moss; Lee and Sorenson
   ABSENT: None

4. **Report on Return from Closed Session** – President Lee announced that direction was given to staff but no reportable action was taken.

5. **Approval of Agenda** – Upon motion by Director Adamson, the agenda was approved.

6. **Public Comments** – David Brown spoke to the Board about the need to address invasive native weeds at Garland Ranch Regional Park.

7. **Consent Items** – After discussion as noted below, Items 8A-C, 8G-L were unanimously approved. Items 8E-F were approved, Vote: 4-1 (Dalessio opposed). Items 8D & 8M were pulled and continued to the July meeting.
   A. Approval of May 6, 2013 Minutes
   B. Approval of Summary of Payments
   C. Approval to Extend Contract with Thomas Brand Consulting for Public Information Services
   D. Approval of Political Activity Policy
   E. Approval of Emergency Preparedness, Disaster Recovery & Business Continuation Plan Policy
   F. Approval of Vehicle Usage Policy
   G. Approval to Amend Contract with Denise Duffy Associates
   H. Approval to Amend Contract with PubliConstructionLaw
   I. Approval of Contract with Carmel Valley Construction for District-wide Specialized Park Maintenance Services
   J. Approval to Amend Contract with Design Workshop
   K. Approval to Amend Contract with Whitson Engineers
   L. Approval of Contract with Rachel Anderson for Amphibian Surveys
   M. Approval of Electronic Communications Resources Policy

8. **Discussion Items**
   A. Sherar Lease Option and Payment of Road Maintenance Fee

      Tim Jensen explained the history of the fee and answered Board questions. The Board continued the item until the July meeting, with a study session on land acquisitions to be held in September.

   B. Appointment of Monterey Peninsula Regional Park District Representative to City of Marina Oversight Board to the Successor Agency

      The Board continued the item until the July meeting. Shuran Parker will attempt to gather more information about the Oversight Board and share with MPRPD Board.

   C. Consideration of Big Sur Land Trust Request for Honorary Bench at Palo Corona Regional Park

      Shuran Parker provided background information on the request and introduced Bill Leahy of the Big Sur Land Trust (BSLT) addressed the Board. The Board unanimously approved allowing the honorary bench and authorized MPRPD staff to work with BSLT staff on coordinating the bench location and installation.

9. **Public Hearing** – Review of the Parks, Open Space and Coastal Preservation District and Approval of Resolution #2013-07, Approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Assessment for Fiscal Year 2013-14 for the Parks, Open Space and Coastal Preservation District

Shuran Parker reported on the process required for reauthorizing the Parks, Open Space and Coastal Preservation Assessment District levy and recommended that the Board adopt Resolution #2013-07, authorizing the levy for FY2013-14. Susan Barnes of SCI Consulting also answered Board questions about the 2013-14 Engineer's Report. Susan agreed to add a note that population figures included on page 29 are for the entire County of Monterey and not just the population in the District.

President Lee opened the public hearing for comment and there being none, closed the public hearing. Director Dalessio moved approval of Resolution #2013-07 and the motion was unanimously approved by roll call vote.

10. **Director Reports** – Director Moss announced that a very successful bike safety event was recently held by the Monterey County Health Department and City of Seaside.

11. **Committee Reports** *(Informational only. No Board action required.)*
Finance Committee and Personnel Committee April 11, 2013 Meeting Minutes

12. **General Manager's Report** – Environmental Education Supervisor Jackie Nelson reported on the events for the month and announced attending a State Parks meeting. She invited all to the wildflower show the weekend of June 8th and 9th.

    Ranger Caine Camarillo announced that annual mowing in the parks has been completed and work at the Visitor Center will soon begin.

13. **Legal Counsel Report** – After reviewing Rosenberg's Rules, Legal Counsel Anne McGowan recommended that the District continue to follow Roberts Rules of Order.

14. **Adjournment** – The meeting was adjourned at 8:47 p.m.

Agenda packets, with the exception of Closed Session and non-approved items are available at the Administration Office. Agendas are available at the Garland Park Visitor Center and Big Sur, Carmel, Carmel Valley, CSUMB, Marina, Monterey, Pacific Grove and Seaside Public Libraries. Materials related to an item on this Agenda submitted after distribution of the Agenda packet are available for public inspection at the Administration Office during normal business hours. The Agendas and Agenda packets may also be viewed on the District website at www.mprpd.org.

AMERICANS WITH DISABILITIES ACT (ADA) NOTICE: If you believe you possess any disability that would require special accommodation in order to attend and participate in this meeting, please contact the District Office at (831) 372-3196 at least 24 hours prior to the scheduled meeting.

Shuran Parker, Recording Secretary

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS

AGENDA ITEM

DATE: June 3, 2013

TO: Board of Directors

FROM: Tim Jensen, Planning and Conservation Manager

SUBJECT: Approval to Amend Contract with Whitson Engineers

BOARD COMMITTEE:
None

RECOMMENDED ACTION:
Approve the Contract Amendment with Whitson Engineers to extend the term.

FISCAL IMPACT:
None

DISCUSSION:
BACKGROUND: The board approved a contract with Whitson Engineers at the August 2012 meeting to provide Palo Corona Regional Park parking and State Route 1 ("SR1") mitigation designs. That contract expires at the end of June. Draft SR1 mitigation designs adequate to attach to the Palo Corona Regional Park Interim Access Permit amendment for the parking project have been completed. The designs for SR1 have not been finalized with Caltrans.

CURRENT STATUS: Whitson Engineers has recently completed soil test borings along the shoulder of SR1 for geotechnical data necessary to calculate engineering load data. Final construction design work will take an additional six months. To enable Whitson Engineers to complete SR1 design plans the contract needs to be extended to the end of December **(ATTACHMENT 1)**.

ATTACHMENT 1: Contract Amendment

Monterey Peninsula Regional Park DISTRICT
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Contract#201213-500-02

Contract for Services – Amendment 2

The Agreement made and effective as of AUGUST 10, 2012, between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT" and Whitson Engineers, herein referred to as "CONSULTANT", is hereby amended and agreed to by both CONSULTANT and DISTRICT as follows:

1. TERM

   This AGREEMENT shall commence on August 10, 2012, and shall remain and continue in effect until tasks described herein under Scope of Work are completed and produced, but in no event later than December 30, 2013, unless terminated sooner pursuant to the provisions of the AGREEMENT.

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

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: for 11.13.13
Kathleen Lee — Date
Board President

CONSULTANT

By: 6/11/13
Rich Weber — Date

Approved as to Form:
Anne D. McGowan, Attorney for
Monterey Peninsula Regional District

Contract #201213-500-02

Monterey Peninsula Regional Park DISTRICT
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Contract for Services – Amendment 1

The Agreement made and effective as of AUGUST 10, 2012, between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT" and Whitson Engineers, herein referred to as "CONSULTANT", is hereby amended and agreed to by both CONSULTANT and DISTRICT as follows:

5. PAYMENT

(a) The District agrees to pay CONSULTANT in accordance with the payment rates and terms as set forth herein. This amount shall not exceed One Hundred and Eighteen Thousand Three Hundred Twenty Dollars ($118,320.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT A is hereby amended to include the scope of services attached herein as Exhibit A.2

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

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: Kathleen Lee 2/15/13
Kathleen Lee Date
Board President

CONSULTANT

By: 2/6/13
Rich Weber Date

Approved as to Form:
Anne D. McGowan, Attorney for
Monterey Peninsula Regional District

S:\Board Packet\1_TJ\Feb\Attach6.doc

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach
Michael Adamson - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City
Ben Post - Seaside, Northern Sand City Southern Ft. Ord
Jennifer Lagier Fellguth - Marina, Northern Fort Ord

BOARD OF DIRECTORS AGENDA

Seaside Council Chambers
440 Harcourt Avenue
Seaside, California
Monday, August 6, 2012 at 6:30 p.m.

1. **6:30 p.m. Regular Meeting Roll Call**

2. **Closed Session** *(Part or all of a meeting may be closed to the public under special conditions. The Board may only consider matters covered in the agenda descriptions.)*

   Conference with Legal Counsel--Anticipated Litigation Pursuant to Government Code Section 54956.9 (One potential case)

3. **7:00 p.m. Regular Meeting Roll Call**

4. **Report on Return from Closed Session** *(The Board shall publicly report any action taken in Closed Session pursuant to Government Code Section 54957.1(a).)*

5. **Approval of Agenda**

6. **Public Comments** *(The public may speak for a maximum of three minutes on any subject that is not on the agenda. Please complete a speaker form and give it to the Board Clerk.)*

7. **Consent Items** *(Consist of those items which are routine and for which a staff recommendation has been prepared. A member of the public or a Board Member may request that an item be placed on the regular agenda for further discussion.)*
   A. Approval of July 2, 2012 Minutes
   B. Approval of Summary of Payments
   C. Approval of Proposal for Production and Distribution of FY2012-13 Fall/Spring "Let's Go Outdoors!" Activities Guide and Annual Newsletter
   D. Approval of Contract for Services with Whitson Engineers for Palo Corona Regional Park Parking Design and Engineering Plans

E. Approval of Contract for Contractor Selection Process Services for Garland Ranch Regional Park Visitor Center Remodel Project
F. Approve Request for Proposals for San Jose Creek Watershed Assessment, Palo Corona Regional Park

8. **Discussion Items**
   A. Public Information Services Update
   B. Environmental Education & Community Outreach Facilitated Meeting
   C. District Purchases Detail
   D. Board Voting
   E. Future Agenda Items

9. **Director Reports** *(Board members may ask a question for clarification, make a brief announcement or report on his or her activities. The Board may provide a referral to staff or other resources for factual information, or request staff to report back to the Board at a future meeting.)*

10. **General Manager's Report** *(Division Managers may also make brief announcements, report on their activities and/or discuss informational items. They may also ask for clarification or direction from the Board.)*

11. **Legal Counsel Report** *(The District's Legal Counsel may make brief announcements, report on her activities and/or discuss informational items.)*

12. **Adjournment**

Agenda packets, with the exception of Closed Session and non-approved items are available at the Administration Office. Agendas are available at the Garland Park Visitor Center and Big Sur, Carmel, Carmel Valley, CSUMB, Marina, Monterey, Pacific Grove and Seaside Public Libraries. Materials related to an item on this Agenda submitted after distribution of the Agenda packet are available for public inspection at the Administration Office during normal business hours. The Agendas and Agenda packets may also be viewed on the District website at www.mprpd.org.

AMERICANS WITH DISABILITIES ACT (ADA) NOTICE: If you believe you possess any disability that would require special accommodation in order to attend and participate in this meeting, please contact the District Office at (831) 372-3196 at least 24 hours prior to the scheduled meeting.

AGENDA ITEM NO. 7-D

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS

AGENDA ITEM

DATE: August 6, 2012

TO: Board of Directors

FROM: Tim Jensen, Planning and Conservation Manager

REVIEWED BY: James Sulentich, General Manager

SUBJECT: Approval of Contract for Services with Whitson Engineers for Palo Corona Regional Park Parking Design and Engineering Plans

---

BOARD COMMITTEE:
None

RECOMMENDED ACTION:
Approve Contract for Services in substantially the form submitted and authorize staff to execute the agreement.

FISCAL IMPACT:
$18,320.00, which is a reimbursable expense under the Carmel River Parkway Grant for Palo Corona Regional Park public access improvements.

DISCUSSION:
Background: Staff worked closely with Big Sur Land Trust in early 2007 on a Proposition 50 application to the State for River Parkway grant funding to construct the new trails at Palo Corona Regional Park. Those trails were completed in early 2011 under an amended Interim Use Permit issued by the County. That permit continues to limit public access due to lack of adequate parking outside of the current Highway 1 shoulder parking at the park's west entrance. An east entrance was opened this past fall with the completion of the Southbank Trail from Rancho San Carlos Road. Unfortunately, this new trailhead did not alleviate the lack of adequate parking.

Currently: With the Southbank Trail completed, staff proposed to Big Sur Land Trust ("BSLT") a parking concept plan to locate a parking area on BSLT property with ingress and egress through Palo Corona Regional Park (Plan A). This location was selected for its ability to serve both BSLT needs related to future agricultural operations available to the public and MPRPD's for access into the park. After fully exploring the feasibility of this opportunity over the past six months and identifying several unavoidable obstacles, staff recently proposed an alternative parking scenario (Plan B) that cites parking in the park **(ATTACHMENT 1)** and provides Big Sur Land Trust access to future use of their agricultural fields. At a preliminary permit application meeting in June with County planning staff this current parking proposal was given conceptual "*green light*" support.

Parking design and construction plans are now required to move this parking concept and General Development Plan permit application process forward. With adequate parking County planning staff is agreeable to lifting the current access permit system.

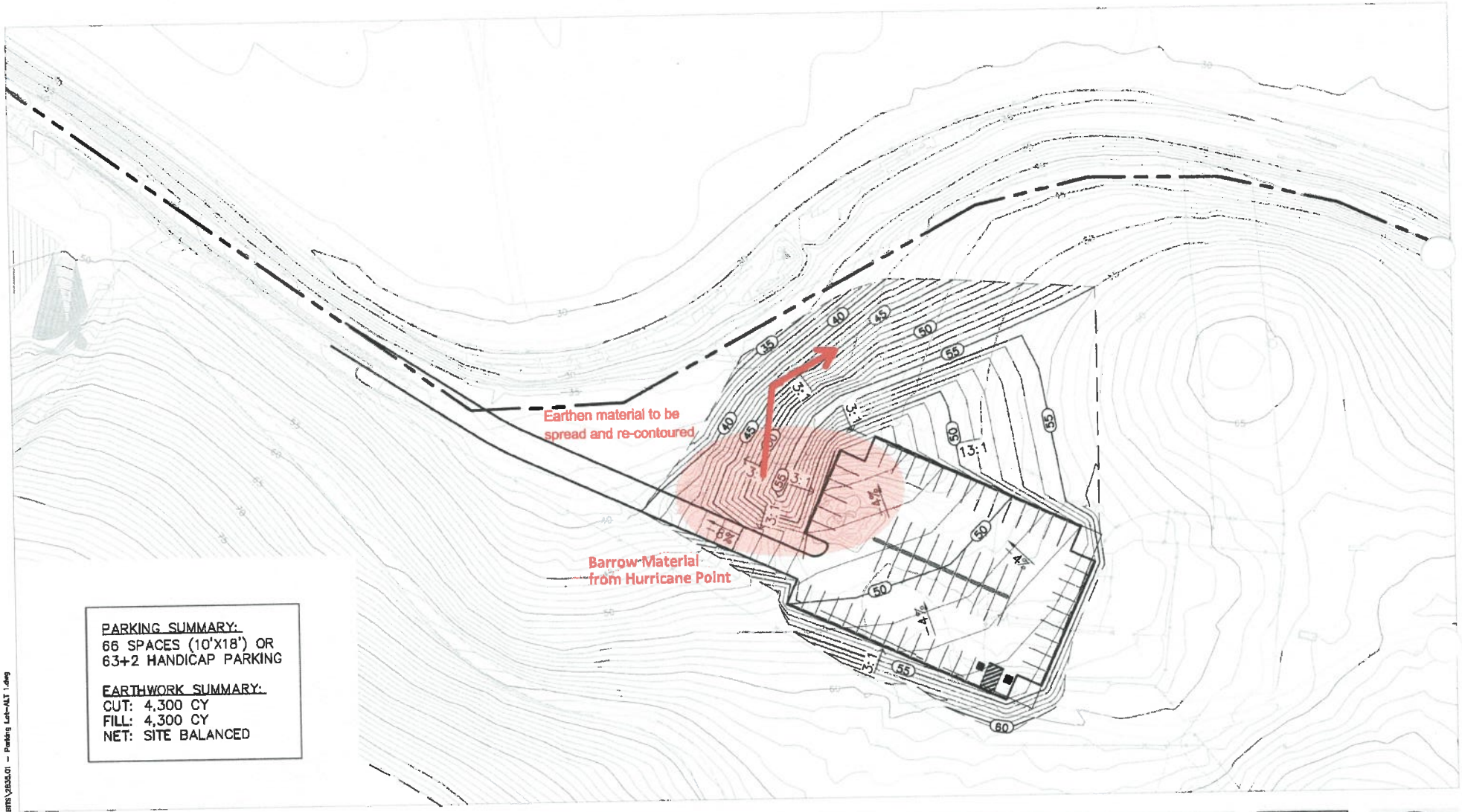
Staff has not undertaken to proceed with a Request for Proposal process in the selection of an engineering firm because Whitson Engineers is the firm of record for this project. Whitson Engineers was originally hired by Big Sur Land Trust last year to draft preliminary design plans for parking Plan A. MPRPD staff subsequently added additional tasks to that scope of work to include a preliminary assessment of improvements to Highway 1 that Caltrans will require for the proposed parking ingress/egress, initial design alternatives for Plan B, and early design discussions with Caltrans for ingress/egress from Highway 1 at San Jose Creek in due diligence of anticipated acquisition of the Whisler Wilson Ranch property from Big Sur Land Trust.

Whitson Engineers has completed much of the preliminary road and Highway 1 access work that supported Plan A and can be used for Plan B, has completed the initial Plan B concept design alternatives, and conducted early traffic and access issues with Caltrans on the San Jose Creek Road project. To potentially change engineers at this point would slow the process down considerably, create a potential duplication of work, and possibly increase the final cost. Under current circumstances, staff recommends staying the course by contracting with the current engineer of record **(ATTACHMENT 2)**.

ATTACHMENT 1: Parking Site Maps

ATTACHMENT 2: Contract for Services

Proposed PCRP Parking
Hwy 1
Carmel River
Eastwood
BSLT
Roadway to be widened
for two-way traffic.
Barn
Parking
Approximately 650m
from Hwy 1 to parking
To Southbank
Trail
To Inspiration
Point
ATTACHMENT 1



BIG SUR LAND TRUST
PALO CORONA PARKING STUDY - ALT. 1 Utilizing existing onsite offsite earth material for visual screening

LAYOUT AND GRADING EXHIBIT

Whitson Engineers
9699 Blue Larkspur Lane | Suite 105 | Monterey, CA 93940 | 831 649-5225 | F 831 373-8065
Civil Engineering Land Surveying Project Management | www.whitsonengineers.com

MAY, 2012
Sheet 1 of 2

1" = 60'

May 23, 2012 - 3:16pm
T:\Monterey Projects\2835.01\CIVIL\DRAWINGS\2835.01 - Parking Lot-ALT 1.dwg

BIG SUR LAND TRUST
PALO CORONA PARKING STUDY - ALT. 2 Requiring post-construction vegetative screening

LAYOUT AND GRADING EXHIBIT

Whitson Engineers
9699 Blue Larkspur Lane | Suite 105 | Monterey, CA 93940 | 831 649-5225 | F 831 373-5085
CIVIL ENGINEERING · LAND SURVEYING · PROJECT MANAGEMENT | www.whitsonengineers.com

MAY, 2012
Sheet 2 of 2

1" = 60'

May 23, 2012 – 3:17pm
T:\Monterey Projects\2835.01\CIVIL\EXHIBITS\2835.01 – Parking Lot–ALT 2.dwg

Monterey Peninsula Regional Park DISTRICT
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Contract for Services

This AGREEMENT is made and effective as of August 7, 2012, between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT" and Whitson Engineers, a licensed professional firm, herein referred to as "CONSULTANT".

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   This AGREEMENT shall commence on August 7, 2012, and shall remain and continue in effect until the tasks described herein under Scope of Work are completed and produced, but in no event later than June 30, 2013, unless terminated sooner pursuant to the provisions of this AGREEMENT.

2. SERVICES

   CONSULTANT shall complete and produce the tasks described and according to the schedule of performance set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full.

3. PERFORMANCE

   CONSULTANT shall at all time faithfully, competently and to the best of its ability, experience, and talent, perform, complete, and produce all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT. CONSULTANT further agrees to abide by DISTRICT policies while performing work under this AGREEMENT on DISTRICT property as set forth in **Exhibit B** and attached hereto and incorporated herein as though set forth in full.

4. DISTRICT MANAGEMENT

   DISTRICT's General Manager shall represent DISTRICT in all matters pertaining to the administration of this AGREEMENT, review and approval of all appropriate products submitted by CONSULTANT, including but not limited to the authority to enlarge the list of Tasks to Be Performed or to change the compensation due to CONSULTANT. DISTRICT General Manager shall be authorized to act on DISTRICT's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

5. PAYMENT

   (a) The District agrees to pay CONSULTANT in accordance with the payment rates and terms as set forth herein. This amount shall not exceed Eighteen Thousand Three Hundred Twenty Dollars ($18,320.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

ATTACHMENT 2

(b) CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT prior to the AGREEMENT being fully executed with written signatures by both CONSULTANT and District.

(c) CONSULTANT shall not be compensated for any services rendered in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the District. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by District and CONSULTANT at the time District's written authorization is given to CONSULTANT for the performance of said services. The District may approve additional payment for work that does not exceed ten percent (10%) of the amount of identified in the AGREEMENT, but in no event shall such sum exceed One Thousand Eight Hundred Thirty-Two Dollars ($1,832.00). Any payments for additional work in excess of the approved amount shall be CONSULTANT responsibility, unless approved by the District.

(d) CONSULTANT will submit invoices monthly for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If District disputes any of CONSULTANT's billings, District shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this AGREEMENT is terminated pursuant to this Section, DISTRICT shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is accepted by and determined by DISTRICT to be of value. Upon termination of the AGREEMENT pursuant to this Section, CONSULTANT will submit an invoice to the DISTRICT pursuant to Section 5.

6. DEFAULT OF CONSULTANT

(a) CONSULTANT failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, DISTRICT shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT.

(b) If DISTRICT General Manager or delegate determines that CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, General Manager shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time, DISTRICT shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further

notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

7. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by DISTRICT that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of DISTRICT or its designees at reasonable times to such books and records; shall give DISTRICT the right to examine and audit said books and records; shall permit DISTRICT to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the DISTRICT and may be used, reused, or otherwise disposed of by the DISTRICT without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the DISTRICT, at the CONSULTANT's office and upon reasonable written request by DISTRICT, the necessary computer software and hardware for purposes of accessing, compelling, transferring, and printing computer files.

8. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for CONSULTANT's Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless DISTRICT and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit C** without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless DISTRICT, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of , are a consequence of, or are in any way attributable to, in whole or in part, the performance of this

AGREEMENT by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or sub-consultants of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity AGREEMENTs with provisions identical to those set forth here in this section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of DISTRICT to monitor compliance with these requirements imposes no additional obligations on DISTRICT and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend DISTRICT as set forth here is binding on the successors, assigns or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section.

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

(a) CONSULTANT is and shall at all times remain as to DISTRICT a wholly independent CONSULTANT. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT exclusive direction and control. Neither DISTRICT nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the DISTRICT. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against DISTRICT, or bind DISTRICT in any manner.

(b) No employee benefits shall be available to CONSULTANT in connection with performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, DISTRICT shall not pay salaries, wages, or other compensation to CONSULTANT in for performing services hereunder for DISTRICT. DISTRICT shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

(c) CONSULTANT shall provide DISTRICT with a list of potential sub-consultants and sub-consultant services CONSULTANT may engage in the performance of services under this AGREEMENT prior to DISTRICT fully executing the AGREEMENT.

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

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

(b) CONSULTANT shall promptly notify DISTRICT should DISTRICT, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located with DISTRICT. DISTRICT retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with DISTRICT and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, DISTRICT's right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To DISTRICT: Monterey Peninsula Regional Park District
c/o Tim Jensen
60 Garden Court, Suite 325
Monterey 93940-5341

To CONSULTANT: Whitson Engineers
c/o Rich Weber
9699 Blue Larkspur Lane #105
Monterey, CA 93940

16. ASSIGNMENT

(a) CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, to any other individual, entity, or sub-consultant without prior written approval of DISTRICT.

(b) CONSULTANT may use its staff and assistants, under its direct supervision, to perform some or all of the services under this AGREEMENT.

17. LICENSES

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

18. GOVERNING LAW

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

19. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous AGREEMENTs, understandings, representations, and statements, oral or written, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. WORK SCHEDULED/TIME OF COMPLETION

DISTRICT and CONSULTANT agree that time is of the essence in this AGREEMENT. DISTRICT and CONSULTANT further agree that any failure to perform on or at the times set forth in this AGREEMENT will damage and injure the DISTRICT, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, DISTRICT and CONSULTANT agree that any failure to perform by CONSULTANT at or within the time set forth herein shall result in liquidated damages of 1% of the contracted amount of One Hundred Eight Three Dollars ($183.00) per day for each and every day such performance is late. DISTRICT and Consult agree that such sum is reasonable and fair. Furthermore, DISTRICT and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85, which authorizes such damages in connection with public agency contracts, and

contracts, and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

DISTRICT

By: _____ 08.20.12
James M. Sulentich Date
General Manager

CONSULTANT

By: _____ 8/14/12
Rich Weber Date
CONSULTANT

Approved as to Form:

_____
Anne D. McGowan, Attorney for
Monterey Peninsula Regional DISTRICT

Exhibit A: TASKS TO BE PERFORMED

WE WHITSON ENGINEERS
9699 Blue Larkspur Lane • Suite 105 • Monterey, CA 93940
831 649-5225 • Fax 831 373-5065

July 2, 2012

Project No. 2835.02

Mr. Timothy Jensen
Monterey Peninsula Regional Park District
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Via email: tjensen@mprpd.org

Re: Palo Corona Ranch – Access Road and Parking Lot
Proposal for Civil Engineering Services

Dear Mr. Jensen:

Thank you for the opportunity to make this proposal for the subject project. **Whitson Engineers** is pleased to submit this proposal to provide civil engineering design for a new parking lot and access road improvements at Palo Corona Regional Park. Our services will include the plans, specifications, and engineering required to do the following work:

- Expand the Regional Park's access to a two land road.
- Construct a parking lot (aprox. 66 spaces) within the Regional Park boundary (per Alternative 1 dated May, 2012)

The scope of services provided below assumes the design and plan set will be a continuation of the preliminary work performed for the Regional Park District in May of 2012.

Based on our discussions and the material provided to us, we anticipate the following scope of services:

Scope of Services:

Task 1 – Planning Application Set

1. Visit the site to review limitations and potential conflicts with the preliminary design prepared for the Regional Park District.
2. Meet with Regional Parks District and Fire Department to review the preliminary plan set and discuss goals of the project and potentially reduce the required grading width of the entrance road.
3. Analyze parking lot circulation for the preliminary design utilizing AutoTurn software. Single Unit Vehicle and Bus templates will be used in the analysis.
4. Using the preliminary design plans and the parking lot circulation analysis, prepare grading and drainage plans for a two-lane undivided access road and 66± vehicle parking lot. Plans will be suitable for Monterey County Planning Application submittal. The plans will include a plan view for the proposed road improvements with existing and finished grade elevations, parking lot configuration with existing and finished grade elevations, retaining wall locations and heights (if necessary), drainage facilities, building locations, property lines, storm drain locations and inverts, and construction details.
5. Calculate preliminary earthwork volumes based on the planning application grading plans.
6. Prepare preliminary Water Pollution Control plan and specifications suitable for County Planning submittal.

7. Prepare a preliminary estimate of probable construction cost based upon the preliminary design.

Task 2 – Construction Document Set

1. Meet with Regional Parks District to discuss Planning review comments and conditions of approval.
2. Finalize grading and drainage plans to a construction document level and for County Grading Permit plan check submittal. Incorporate Planning plan check comments and Conditions of Approval.
3. Recalculate earthwork volumes based on construction documents grading plans.
4. Prepare drainage calculations as required by the County plan check.
5. Finalize Water Pollution Control plan and specifications to a construction document level.
6. Prepare technical specifications, based on Caltrans Standard Specifications for the proposed work.
7. Prepare a final estimate and bid form.
8. Prepare Storm Water Pollution Prevention Plan (SWPPP) and assist the client or client's representative in uploading to the SWRCB website and certifying the Project Registration Documents. Project Registration Documents include the SWPPP with signed Owner's certification, the Notice of Intent, the project's Risk Level Determination, a Site Map, and the Annual Fee (N.I.C. with estimated cost).

Assumptions:

1. No geotechnical engineering or road pavement section design will be performed.
2. Work will be entirely within the property; work within Caltrans right of way and plan revisions due to review comments from Caltrans are not included.

Exclusions:

The following work is specifically excluded from the Scope of Services:

1. Changes in scope of work
2. Land Surveying
3. Geotechnical Engineering, including pavement design
4. Structural Engineering, including retaining wall design
5. Utility Design other than storm drains
6. Design of on-site storm water detention, retention or treatment facilities/devices
7. Obtaining of permits, permit condition compliance, payment of fees.
8. Environmental Processing
9. Landscape plans
10. Project Meetings (other than the ones listed above)
11. Right-of-Way Engineering, including negotiations with the interested parties regarding easements and use rights.
12. Permit submittals/applications; materials for submittal will be provided to the Regional Parks District staff, who will handle applications/submittals
13. Bid Phase Support
14. Construction phase services
15. Any work not specifically included in the above Scope of Services

Please note that upon your request, we could provide the above services at additional cost.

Payment & Provisions:
Billing for the services described in the above Scope of Services will be on a Time and Materials basis, with an estimated cost of **$18,320**. This is only an estimate and should not be considered as a fixed or maximum fee. Authorized Additional Services will also be on a time and materials basis in accordance with the rate schedule attached. We will schedule the work as soon as we receive a written contract and authorization to proceed.

If you have any questions or need more information, please contact me at (831)649-5225.

Sincerely,
WHITSON ENGINEERS

Richard P. Weber, P.E. L.S.
RCE 55219
/dir

Exhibit B: DISTRICT POLICIES

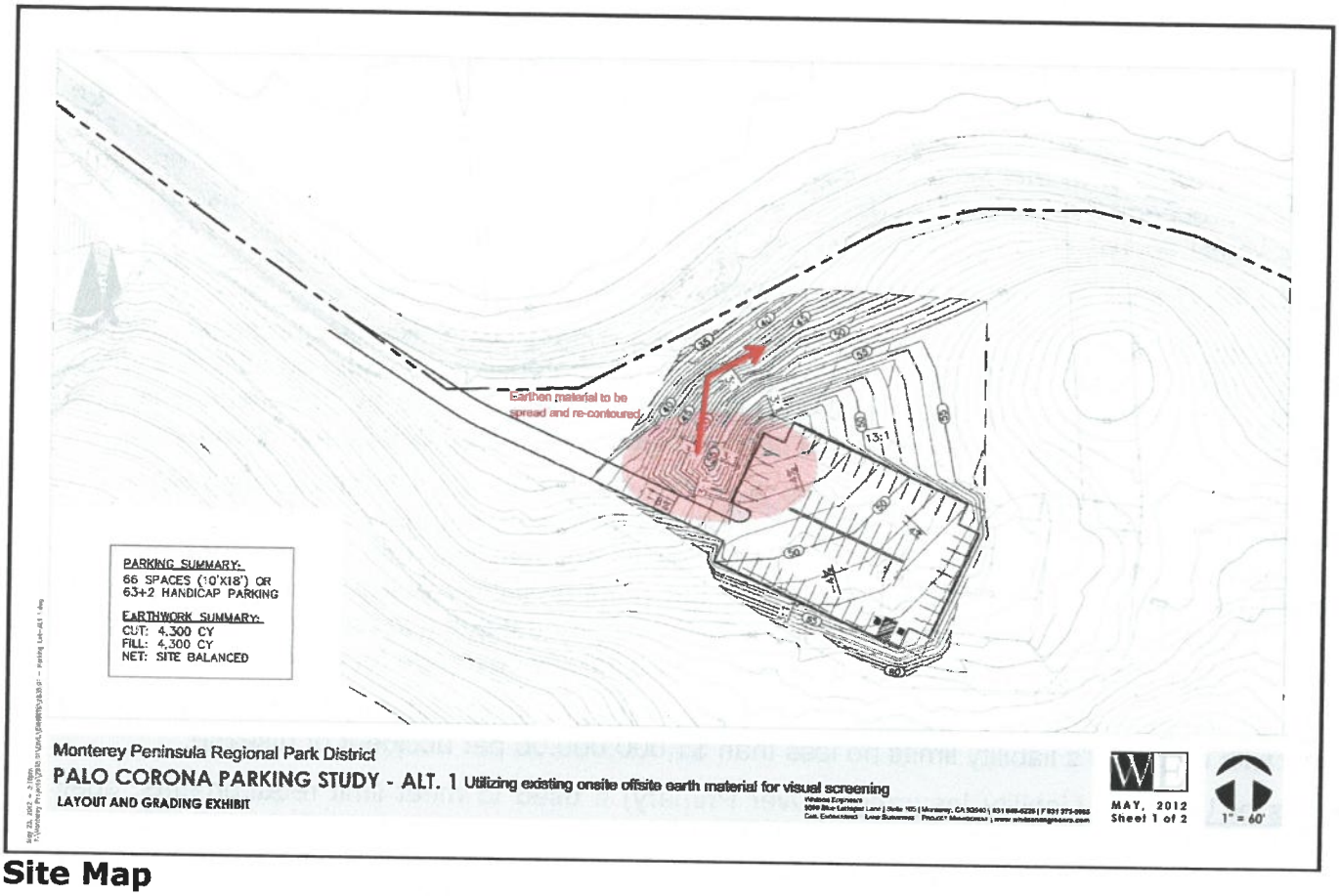
District Policy Regarding Animals in the Workplace

Effective August 27, 2007 Park District employees [and CONSULTANTs] are not permitted to bring personal animals or dogs to any Park District office at any time. In addition, employees [and CONSULTANTs] are not permitted to bring their personal animals or dogs to any Park District site (including District vehicles) while on duty or performing work for the Park District.

Violation of this policy will be deemed a violation of the Park District's Code of Conduct and will result in an automatic *{employee}* suspension without pay *{or contract suspension}* of ten (10) working days. Continued violations will result in further discipline up to and including *{employment or contract}* termination.

Exhibit C: LOCATION / SITE MAP

Locator Map



Site Map

Exhibit D: INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, CONSULTANT agrees to amend, supplement or endorse the existing coverage to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to DISTRICT in excess of the limits and coverage required in this AGREEMENT and which is applicable to a given loss, will be available to the DISTRICT.

CONSULTANT shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 0000 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000.00 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000.00 per accident. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall provide evidence of personal auto liability coverage for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured" liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to DISTRICT for injury to employees of CONSULTANT, sub-consultants or others involved in the Work. The scope of coverage provided is subject to approval of the DISTRICT following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000.00 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT and "Covered Professional Services" as designated in the policy must specifically include work performed under this AGREEMENT. The policy limit shall be no less than $1,000,000.00 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this AGREEMENT.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by CONSULTANT: CONSULTANT and DISTRICT agree to the following with respect to insurance provided by CONSULTANT.

1. CONSULTANT agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured's DISTRICT, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. CONSULTANT also agrees to require all CONSULTANTs, and sub-consultants to do likewise.

2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of subrogation prior to a loss. CONSULTANT agrees to waive subrogation rights against DISTRICT regardless of the applicability of any insurance proceeds, and to require all CONSULTANTs and sub-consultants to do likewise.

3. All insurance coverage and limits provided by CONSULTANT and available or applicable to this AGREEMENT are intended to apply to the full extent of its policies. Nothing contained in this AGREEMENT or any other AGREEMENT relating to the DISTRICT or its operations limits the application of such insurance coverage.

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

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any CONSULTANT or sub-consultant.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the DISTRICT, as the need arises. CONSULTANT shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect DISTRICT's protection without DISTRICT's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONSULTANT's general liability policy shall be delivered to DISTRICT at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, DISTRICT has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other AGREEMENT and to pay the premium. Any premium so paid by DISTRICT shall be charged to and promptly paid by CONSULTANT or deducted from sums due CONSULTANT, at DISTRICT option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to DISTRICT of any cancellation of coverage. CONSULTANT 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, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties to this AGREEMENT that all insurance coverage required to be provided by CONSULTANT or any sub-consultant, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to DISTRICT.

10. CONSULTANT agrees to ensure that sub-consultants, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for enduring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all AGREEMENTs with sub-consultants and others engaged in the project will be submitted to DISTRICT for review.

11. CONSULTANT agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any CONSULTANT, sub-consultant, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this AGREEMENT to self-insure its obligations to DISTRICT. If CONSULTANT's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the DISTRICT. At that time the DISTRICT shall review options with the CONSULTANT, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The DISTRICT reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the DISTRICT will negotiate additional compensation proportional to the increased benefit to DISTRICT.

13. For purposes of applying 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 towards performance of this AGREEMENT.

14. CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of DISTRICT to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on DISTRICT nor does it waive any rights hereunder in this or any other regard.

15. CONSULTANT will renew the required coverage annually as long as DISTRICT, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until DISTRICT executes a written statement to that effect.

16. CONSULTANT 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. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONSULTANT's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to DISTRICT within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of CONSULTANT under this AGREEMENT. CONSULTANT expressly agrees not to use any statutory immunity defenses under such laws with respect to DISTRICT, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede 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 Section.

21. CONSULTANT agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge DISTRICT or CONSULTANT for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to DISTRICT. It is not the intent of DISTRICT to reimburse any third party for payment of premiums or other amounts with respect thereto.

22. CONSULTANT agrees to provide immediate notice to DISTRICT of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. DISTRICT 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 DISTRICT.

♦ ♦ End of Document ♦ ♦

AGENDA ITEM NO. 7-A

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach
Michael Adamson - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City
Ben Post - Seaside, Northern Sand City Southern Ft. Ord
Jennifer Lagier Fellguth - Marina, Northern Fort Ord

Seaside Council Chambers
440 Harcourt Avenue
Seaside, California

August 6, 2012
Monday, 6:30 p.m.

MINUTES

1. **6:30 p.m. Regular Meeting Roll Call** – The regular meeting was called to order at 6:30 p.m.
   PRESENT: Directors Adamson; Post; Lee; Lagier Fellguth (President) and Dalessio
   ABSENT: None

2. **Closed Session** – President Lagier Fellguth announced that the Board was convening to Closed Session to discuss Item 2. Closed Session commenced at 6:30 p.m. and adjourned at 7:00 p.m.

   Conference with Legal Counsel--Anticipated Litigation Pursuant to Government Code Section 54956.9 (One potential case)

3. **7:00 p.m. Regular Meeting Roll Call** – The regular meeting resumed at 7:05 p.m.
   PRESENT: Directors Adamson; Post; Lee; Lagier Fellguth and Dalessio
   ABSENT: None

4. **Report on Return from Closed Session** – President Lagier Fellguth announced that no reportable action was taken during closed session.

5. **Approval of Agenda** – Director Adamson moved approval of the agenda. The motion was unanimously adopted.

6. **Public Comments** – None

7. **Consent Items** – After discussion with conditions noted below, all items were unanimously approved.
   A. Approval of July 2, 2012 Minutes as amended

B. Approval of Summary of Payments
C. Approval of Proposal for Production and Distribution of FY2012-13 Fall/Spring "Let's Go Outdoors!" Activities Guide and Annual Newsletter
- *Approved based on using the District's standard Contract for Services.*

D. Approval of Contract for Services with Whitson Engineers for Palo Corona Regional Park Parking Design and Engineering Plans
E. Approval of Contract for Contractor Selection Process Services for Garland Ranch Regional Park Visitor Center Remodel Project
- *After this item was approved, Director Dalessio recommended that we use the standard District contract for this and all future services.*

F. Approve Request for Proposals for San Jose Creek Watershed Assessment, Palo Corona Regional Park

8. **Discussion Items**
   A. General Manager (GM) Jim Sulentich announced that he, Directors Lagier Fellguth and Lee, as the *ad hoc* committee and Environmental Education Supervisor Jackie Nelson interviewed candidates for Public Information services and all were impressed with the talent and their ideas shared during the interviews. Directors Lee and Lagier Fellguth also expressed their pleasure at the possibilities for public information services going forward and solicited input from other Board members on what the District's focus should be, in light of the newly developed strategic plan.

   The *ad hoc* committee announced that they will take Board feedback into consideration then confer with GM Sulentich to develop a recommendation for public information services for the August 27th Board meeting.
   B. GM Sulentich suggested September 10th as the date for the Environmental Education & Community Outreach facilitated meeting with Steve Alexander of The Steve Alexander Group as the meeting facilitator. Director Dalessio moved approval to utilize Steve Alexander as the meeting facilitator and authorize GM Sulentich to sign the contract for services. The motion was unanimously adopted. Staff will look into utilizing meeting space at the Oldemeyer Center and follow-up with meeting location information.
   C. Finance Director Kelly McCullough reviewed the proposed purchases detail report with the Board and advised that she would consult the District's auditors to ensure the report provides adequate information for Board review.
   D. Legal Counsel Anne McGowan presented a memo to the Board regarding voting.
   E. Future Agenda Items: Director Dalessio asked to have reports given regarding the Moo Land; Park Dedications and Land Acquisitions

9. **Director Reports** – Director Adamson reported meeting with City staff as part of the Oversight Board for the Successor Agency of the City of Monterey Redevelopment Agency.

Director Lee announced that she will attend an upcoming City of Pacific Grove Recreation Department meeting and spoke about the community efforts to restore the City's pool. She has also spoken with City of Monterey City Manager Fred Meurer regarding their recreation programs.

Director Dalessio reported attending Jacks Peak County Park celebration and hiked several District parks.

Director Lagier Fellguth announced participating in the public information interviews and visiting the Frog Pond

10. **General Manager's Report** – GM Sulentich reported on his meetings attended during the month, including the Monterey County Special Districts meeting, the California JPIA Board meeting and Big Sur Multiagency meeting.

    Tim Jensen, Planning and Conservation Manager announced that the Carmel Valley Fiesta Mountain Run was successfully held at Garland Ranch Regional Park over the weekend.

    Jackie Nelson reported on upcoming activities in the Let's Go Outdoors activities guide.

    Shuran Britton announced that staff will soon present revised community grant materials to the *ad hoc* grant committee for feedback and inclusion in the August 27th agenda.

11. **Legal Counsel Report** – None

12. **Adjournment** – The meeting was adjourned at 8:04 p.m.

Agenda packets, with the exception of Closed Session and non-approved items are available at the Administration Office. Agendas are available at the Garland Park Visitor Center and Big Sur, Carmel, Carmel Valley, CSUMB, Marina, Monterey, Pacific Grove and Seaside Public Libraries. Materials related to an item on this Agenda submitted after distribution of the Agenda packet are available for public inspection at the Administration Office during normal business hours. The Agendas and Agenda packets may also be viewed on the District website at www.mprpd.org.

AMERICANS WITH DISABILITIES ACT (ADA) NOTICE: If you believe you possess any disability that would require special accommodation in order to attend and participate in this meeting, please contact the District Office at (831) 372-3196 at least 24 hours prior to the scheduled meeting.

Shuran Britton

Shuran Britton, Recording Secretary

Monterey Peninsula Regional Park District
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Contract for Services – Amendment 9

The Agreement originally made and effective as of August 10, 2012 between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT", and Whitson Engineers, herein referred to as "CONSULTANT", is hereby amended and agreed to by both CONSULTANT and DISTRICT as follows:

5. PAYMENT

(a) The DISTRICT agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks.

This amount shall not exceed One Hundred and Forty Thousand Four Hundred and Twenty dollars ($145,420.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

MONTEREY PENINSULA REGIONAL PARK DISTRICT	CONSULTANT
By: _____	By: _____
Kelly Sorenson Date	Rich Weber, PE, LS, QSD Date
President	Principal

AGENDA ITEM NO. 11-E

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE:	**March 8, 2017**
TO:	**Board of Directors**
FROM:	**Tim Jensen, Planning and Conservation Manager**
REVIEWED BY:	**Rafael Payan, General Manager**
SUBJECT:	**Approval of Amendment to Contract with Turf Image Geospatial**

RECOMMENDED ACTION

Staff recommends the board approve the contract amendment with Turf Image Geospatial ("TIG") in substantially the form submitted and authorize staff to execute.

FISCAL IMPACT

$40,000

FUNDING SOURCE

6549

FUNDING BALANCE:

$49.43

DISCUSSION

TIG is the District's Geographical Information System ("GIS") services consulting firm of record (Attachment 1). TIG is working closely with Design Workshop ("DW") on the Palo Corona Regional Park ("PCRP") General Development Plan ("GDP"); now enlarged to include Rancho Canada Golf Course and Jacks Peak County Park. TIG's hourly rate of $50 is nearly half the DW team GIS specialist's rate ($98), thereby saving the District money on the GDP contract, currently at $137,000.

In the short term, TIG was tasked with an unexpected amount of work precipitated by the Soberanes Fire that has nearly exhausted the current contract funding limit of $30,000. There are yet more Soberanes Fire and GDP mapping needs remaining for FY2016-17. Staff is requesting and additional $5000 be added to the current contract.

Long-term, staff requests the current contract, which expires on June 30, 2017, be amended to renew the term to June 30, 2018[1] with a $35,000 funding limit, thereby allowing continuity with the GDP and post-Soberanes fire mapping, as well as district-wide annual mapping needs. Funding for this renewal will be brought to the Board in the FY2017-18 budget.

The Board has consistently approved contracts with TIG based on staff recommendation that has regularly identified TIG as the most responsive firm on the openly advertised Request for Proposals authorized by the Board and, more importantly, the only firm that gives staff direct access to its GIS server. This latter benefit allows staff to work on and create basic maps, view high resolution satellite imagery, while not having to pay the annual $10,000 license fee for the GIS software.

ATTACHMENT

1. Contract
2. Amendment

[1] The recently Board approved Purchasing Policy states; ***Contracts and agreements may be renewed annually for up to 4-years following the initial year of service without prior Board approval.***

RECEIVED
JUN 16 2016

Monterey Peninsula Regional Park District
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Contract for Services – Renewal

The Agreement originally made and effective as of August 7, 2015 by and between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT", and Turf Image Geospatial, herein referred to as "CONSULTANT", is hereby renewed in its entirety and agreed to by both CONSULTANT and DISTRICT as provided therein:

1. TERM

This AGREEMENT shall commence on August 7, 2015, and shall remain and continue in effect until the tasks described herein under Scope of Work are completed and produced, but in no event later than June 30, 2016, unless terminated sooner pursuant to the provisions of this AGREEMENT. The terms and conditions of this AGREEMENT may be renewed in its entirety to June 30, 2017 by the District provided consultant has performed satisfactorily, consents to the extension of term, and there is sufficient funding in the budget.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____ 6/6/16
Kelly Sorenson — Date
President

CONSULTANT

By: _____ 6/16/16
John Schweisinger — Date
Principal

ATTACHMENT 1

NORTHEAST AGENCIES INC/PHS
301 WOODS PARK DRIVE
CLINTON NY 13323

TURF IMAGE INC
177 WEBSTER ST # 368
MONTEREY CA 93940

Monterey Peninsula Regional Park District
60 Garden Court, Suite 325 • Monterey, California 93940-5341

NOTICE TO PROCEED

08/16/2016

Turf Image Geospatial
177 Webster #368
Monterey 93940
c/o John Schweisinger

Contract No. 201415-500-02
Approved Amount: $30,000.00
Project Name: GIS Services

In accordance with provisions of the Contract, signature dated by the district on 06/06/2016 , Turf Image Geospatial is hereby notified it may proceed to commence work on or before 07/01/2016 , and are to fully complete the work before June 30, 2017 .

Sincerely,

Tim Jensen

Tim Jensen
Planning and Conservation Manager
tjensen@mprpd.org

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Shane Anderson - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

BOARD OF DIRECTORS AGENDA

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California
Monday, June 6, 2016 at 6:00 p.m.

1) **6:00 p.m. Call to Order**

2) **Roll Call**

3) **Identification of Closed Session Items** *(Part or all of a meeting may be closed to the public under special conditions. The Board may only consider matters covered in the agenda descriptions.)*

   Public Employee Performance Evaluation of General Manager Pursuant to Government Code Section 54957(b)

4) **Public Comment on Closed Session Item** *(The public may speak for a maximum of three minutes on any closed session item. Please complete a speaker form and give it to the Board Clerk.)*

5) **Adjourn to Closed Session**

6) **6:30 p.m. Regular Meeting**

7) **Report on Return from Closed Session** *(The Board shall publicly report any action taken in Closed Session pursuant to Government Code Section 54957.1(a).)*

8) **Approval of Agenda**

9) **Public Comments** *(The public may speak for a maximum of three minutes on any subject that is not on the agenda. Please complete a speaker form and give it to the Board Clerk.)*

10) **Consent Items** *(Items on the Consent Calendar are routine and for which a staff recommendation has been prepared. There is no discussion of these items prior to the Board vote and items will be acted on in one motion, unless a member of the Board, staff or public requests specific items be discussed and/or removed from the Consent Calendar. Public speakers are limited to three minutes.)*

A. Approval of May 2, 2016 Minutes *(S. Parker)*
B. Approval of Summary of Payments *(K. McCullough)*
C. Approval of Resolution #2016-09, Authorizing a State Habitat Conservation Fund Grant Application *(T. Jensen)*
D. Approval of Resolution #2016-10, Authorizing the Application for Grant Funds for the Environmental Enhancement and Mitigation Program *(R. Payan)*
E. Approval of Resolution #2016-11, Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Election *(S. Parker)*
F. Approval Term Extension for Design Workshop Contract for Palo Corona Regional Park General Development Plan Services *(T. Jensen)*
G. Approval of Renewal for Turf Image Geospatial Contract for Geographical Information Systems *(T. Jensen)*
H. Approval of Term Extension for Whitson Engineers Contract for Palo Corona Regional Park Parking Lot Services *(T. Jensen)*
I. Approval of Term Extension for Nancy Isakson Contract for Cachagua Community Park Water System Services *(T. Jensen)*
J. Approval of Legal Services Agreement with the County Counsel's Office of Monterey County, CA *(K. McCullough)*

Move: _____ Second: _____ Vote: _____

11) **Public Hearing** – Review of the Parks, Open Space and Coastal Preservation District and Approval of Resolution #2016-12, Approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Assessments for Fiscal Year 2016-17 for the Parks, Open Space and Coastal Preservation District *(S. Parker)*

Move: _____ Second: _____ Vote: _____

12) **Division Reports** *(The General Manager and designated staff may provide reports on their activities or informational items and/or make brief announcements. They may also ask for clarification or direction from the Board.)*

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*
   2) Special District Leadership Foundation District Transparency Certificate of Excellence *(K. McCullough)*
B. **Environmental Education/Community Outreach**
   1) Wildflower Update *(J. Nelson) – ORAL REPORT*
C. **Operations and Maintenance**
   1) Operations & Maintenance Division Update *(C. Camarillo)*
D. **Planning and Conservation**
   1) No Report

13) **Adjournment**

Agenda packets, with the exception of Closed Session and non-approved items are available at the Administration Office. Agendas are available at the Garland Park Visitor Center and Big Sur, Carmel, Carmel Valley, CSUMB, Marina, Monterey, Pacific Grove and Seaside Public Libraries. Materials related to an item on this Agenda submitted after distribution of the Agenda packet are available for public inspection at the Administration Office during normal business hours. The Agendas and Agenda packets may also be viewed on the District website at www.mprpd.org.

AMERICANS WITH DISABILITIES ACT (ADA) NOTICE: If you believe you possess any disability that would require special accommodation in order to attend and participate in this meeting, please contact the District Office at (831) 372-3196 at least 24 hours prior to the scheduled meeting.

AGENDA ITEM NO. 10-G

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE:	**June 6, 2016**
TO:	**Board of Directors**
FROM:	**Tim Jensen, Planning and Conservation Manager**
REVIEWED BY:	**Rafael Payan, General Manager**
SUBJECT:	**Approval of Renewal of Turf Image Geospatial Contract for Geographical Information System Services**

RECOMMENDED ACTION

Staff recommends the Board move to approve the contract renewal with Turf Image Geospatial in substantially the form and content submitted and authorize staff to execute.

FISCAL IMPACT

$30,000 to approved FY2016-17 Budget

FUNDING SOURCE:

6549

FUNDING BALANCE:

$65,000 in approved FY2016-17 Budget

DISCUSSION

Turf Image Geospatial is the District's Geographical Information System Services consulting firm of record. Turf Image Geospatial is working closely with Design Workshop on the Palo Corona Regional Park General Development Plan and off-setting the more expensive in-house costs for this service originally proposed by Design Workshop.

Staff has consistently advertised requests for bids for this service and the Board has consistently approved contracts with Turf Image Geospatial based on staff recommendation that has consistently identified Turf Image Geospatial as the lowest bidder and, more importantly, the only firm that gives staff direct access to its Geographical Information System server. This latter benefit allows staff to work on and create basic maps and thus save the District the expense.

The District's current contract with Turf Image Geospatial has a renewal clause based on satisfactory performance and agreement by both parties.

Turf Image Geospatial has performed better than satisfactory and is agreeable to the renewal. Funding for this service is included in the recently approved FY2016-17 budget.

ATTACHMENT

1. Amendment 1

Monterey Peninsula Regional Park District
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Contract for Services – Renewal

The Agreement originally made and effective as of August 7, 2015 by and between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT", and Turf Image Geospatial, herein referred to as "CONSULTANT", is hereby renewed in its entirety and agreed to by both CONSULTANT and DISTRICT as provided therein:

1. TERM

This AGREEMENT shall commence on August 7, 2015, and shall remain and continue in effect until the tasks described herein under Scope of Work are completed and produced, but in no event later than June 30, 2016, unless terminated sooner pursuant to the provisions of this AGREEMENT. The terms and conditions of this AGREEMENT may be renewed in its entirety to June 30, 2017 by the District provided consultant has performed satisfactorily, consents to the extension of term, and there is sufficient funding in the budget.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____
Kelly Sorenson Date
President

CONSULTANT

By: _____
John Schweisinger Date
Principal

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Shane Anderson - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California

June 6, 2016
Monday, 6:00 p.m.

MINUTES

1) **6:00 p.m. Call to Order** – The meeting was called to order at 6:05 p.m.

2) **Roll Call** – Roll call was taken.
PRESENT: Directors Anderson; Dalessio; Lee; Pofahl and Sorenson
ABSENT: None

3) **Identification of Closed Session Items** – President Sorenson identified the Closed Session Items and welcomed public comment.

Public Employee Performance Evaluation of General Manager Pursuant to Government Code Section 54957(b)

4) **Public Comment on Closed Session Item** – None

5) **Adjourn to Closed Session** – Closed Session began at 6:05 and ended at 6:23 p.m.

6) **6:30 p.m. Regular Meeting** – The Regular Meeting resumed at 6:31 p.m.

7) **Report on Return from Closed Session** – President Sorenson announced that no reportable action was taken in Closed Session.

8) **Approval of Agenda** – Upon motion by Director Dalessio, seconded by Director Pofahl, the Board unanimously voted to approve the agenda.

9) **Public Comments** – None

10) **Consent Items**
A. Approval of May 2, 2016 Minutes *(S. Parker)*

Upon motion by Director Lee, seconded by Director Pofahl, by a vote of 4-0-1, the Board approved Item 10-A.

Ayes:	Directors Lee; Pofahl; Anderson and Sorenson
Noes:	None
Abstentions:	Director Dalessio (abstained due to absence from May 2, 2016 meeting)

B. Approval of Summary of Payments *(K. McCullough)*
C. Approval of Resolution #2016-09, Authorizing a State Habitat Conservation Fund Grant Application *(T. Jensen)*

Upon motion by Director Lee, seconded by Director Dalessio, the Board voted unanimously to approve Items 10-B & C.

D. Approval of Resolution #2016-10, Authorizing the Application for Grant Funds for the Environmental Enhancement and Mitigation Program *(R. Payan)*

Upon motion by Director Dalessio, seconded by Director Pofahl, the Board voted unanimously to approve Item 10-D.

E. Approval of Resolution #2016-11, Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Election *(S. Parker)*

Upon motion by Director Dalessio, seconded by Director Anderson, the Board voted unanimously to approve Item 10-E.

F. Approval Term Extension for Design Workshop Contract for Palo Corona Regional Park General Development Plan Services *(T. Jensen)*
G. Approval of Renewal for Turf Image Geospatial Contract for Geographical Information Systems *(T. Jensen)*

Upon motion by Director Lee, seconded by Director Dalessio, the Board voted unanimously to approve Items 10-F & G

H. Approval of Term Extension for Whitson Engineers Contract for Palo Corona Regional Park Parking Lot Services *(T. Jensen)*

Upon motion by Director Pofahl, seconded by Director Lee, the Board voted unanimously to approve Item 10-H.

I. Approval of Term Extension for Nancy Isakson Contract for Cachagua Community Park Water System Services *(T. Jensen)*

After staff clarification that the term extension would not affect the contract award amount, upon motion by Director Dalessio, seconded by Director Pofahl, the Board voted unanimously to approve Item 10-I.

J. Approval of Legal Services Agreement with the County Counsel's Office of Monterey County, CA *(K. McCullough)*

Upon motion by Director Lee, seconded by Director Dalessio, the Board voted unanimously to approve Item 10-J.

11) **Public Hearing** – Review of the Parks, Open Space and Coastal Preservation District and Approval of Resolution #2016-12, Approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Assessments for Fiscal Year 2016-17 for the Parks, Open Space and Coastal Preservation District *(S. Parker)*

President Sorenson opened the public hearing for comments and there being none, closed the public hearing.

Upon motion by Director Dalessio, seconded by Director Lee, the Board voted unanimously to approve Resolution #2016-12, thereby approving the engineer's report, confirming the diagram and assessment and ordering levy of assessments for fiscal year 2016-17.

12) **Division Reports** – All division reports are informational only and may be written or oral.

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*
   2) Special District Leadership Foundation District Transparency Certificate of Excellence *(K. McCullough)*

B. **Environmental Education/Community Outreach**
   1) Wildflower Update *(J. Nelson)* – *ORAL REPORT*

C. **Operations and Maintenance**
   1) Operations & Maintenance Division Update *(C. Camarillo)*

D. **Planning and Conservation**
   1) No Report

13) **Adjournment** – The meeting was adjourned at 7:23 p.m., after President Sorenson announced that the July 11, 2016 meeting was canceled and would be replaced by a special meeting on June 27, 2016.

Shuran Parker

Shuran Parker, Recording Secretary

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS
Kelly Sorenson (President) - Marina, Northern Fort Ord **(Ward 1)**
Christine Dresslar Moss - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California

August 3, 2015
Monday, 6:00 p.m.

MINUTES

1) **6:00 p.m. Call to Order** – The meeting was called to order at 6:00 p.m.

2) **Roll Call** – Roll call was taken.
PRESENT: Directors Dalessio; Dresslar Moss, Lee and Pofahl
ABSENT: Director Sorenson

3) **Identification of Closed Session Items** *(Part or all of a meeting may be closed to the public under special conditions. The Board may only consider matters covered in the agenda descriptions.)*

   A. Public Employee Performance Evaluation of General Manager Pursuant to Government Code Section 54957(b)
   B. Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: Unspecified parcel(s) on former Fort Ord expected to be conveyed from Fort Ord Reuse Authority to the County of Monterey (Negotiators: Payan/Jensen and Chiulos)

4) **Public Comment on Closed Session Item** – None

5) **Adjourn to Closed Session** – Closed Session commenced at 6:01 p.m. and ended at 6:35 p.m.

   Due to a professional conflict, Director Lee recused herself from Item 3B and left the room during the discussion.

6) **6:30 p.m. Regular Meeting** – The regular meeting commenced at 6:36 p.m.

7) **Report on Return from Closed Session** – Vice President Dresslar Moss reported that the Board concluded the performance evaluation of the General Manager, Rafael Payan and unanimously voted to award him a 2.5% Merit Increase and a 2.7% Cost of Living Adjustment, increasing his new annual salary to $169,641.

No reportable action was taken on Item 3B.

8) **Approval of Agenda** – Upon motion by Director Lee, seconded by Director Pofahl, the agenda was unanimously approved.

9) **Presentation** – Rachel Saunders of the Big Sur Land Trust (BSLT) introduced Sarah Hardgrave who gave the Board a presentation on the BSLT Carmel River Floodplain Restoration and Environmental Enhancement (Carmel River FREE) Project.

10) **Public Comments** – None

11) **Consent Items** – Upon motion by Director Lee, seconded by Director Dalessio, Items A-D; G and H were unanimously approved. After discussion as noted below, upon motion by Director Pofahl, seconded by Director Lee, Item E was unanimously approved. After discussion as noted below, upon motion by Director Dalessio, seconded by Director Dresslar Pofahl, Items F and I were unanimously approved.
   A. Approval of June 17, 2015 Minutes *(S. Parker)*
   B. Approval of July 6, 2015 Minutes *(S. Parker)*
   C. Approval of Summary of Payments *(K. McCullough)*
   D. Quarterly Investment Report *(K. McCullough)*
   E. Approval of Isakson Contract Amendment for Cachagua Water System Services *(T. Jensen)*
      - *Director Lee asked that a detailed report about the water system be presented to the Board at the August 31 meeting.*
   F. Approval of Contract Agreement with Design Workshop for Palo Corona Regional Park General Development Plan Planning Services and Assistance *(T. Jensen)*
   G. Approval of Contract Renewal with Turf Image Geospatial for District-Wide Geographic Information System Services *(T. Jensen)*
   H. Approval of Resolution #2015-12, Authorizing Amendment to Employee Healthcare Flexible Spending Account Plan *(S. Parker)*
   I. Approval of Palo Corona Regional Park Request for Proposals for Weed Treatment Services *(T. Jensen)*

12) **Discussion/Action Item** – With the resignation of Director Christine Dresslar Moss from the Ward 2 seat on the Board effective August 31, the Board decided to follow the same process used during the Ward 3 vacancy. The Board Clerk will post the notice of vacancy and solicit a Statement of Interest and *Curriculum Vitae* from interested parties. The Board will set a date for interviews at a later date.

13) **Division Reports** *(The General Manager and designated staff may provide reports on their activities or informational items and/or make brief announcements. They may also ask for clarification or direction from the Board.)*
   A. **Administration**

1) Monthly Financial Report *(K. McCullough)*

B. **Environmental Education/Community Outreach**
   1) Garland Ranch Regional Park art exhibit "The San Clemente Dam Removal and Carmel River Reroute Project: An Artists Documentation" *(J. Nelson)*
   2) Volunteer Newsletter *(J. Nelson)*

C. **Operations and Maintenance**
   1) Operations and Maintenance Update *(C. Camarillo)*

D. **Planning and Conservation**
   1) No Report

14)Adjournment – The meeting was adjourned at 8:15 p.m.

Shuran Parker

Shuran Parker, Recording Secretary

MONTEREY PENINSULA REGIONAL PARK DISTRICT

60 Garden Court, Suite 325
Monterey, California 93940-5341

BOARD OF DIRECTORS

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Christine Dressler Moss - Seaside, Northern Sand City, Southern Ft. Ord **(Ward 2)**
Katie Pofahl - Monterey, Del Rey Oaks, Southwest Seaside, Southern Sand City **(Ward 3)**
Kathleen Lee - Pacific Grove, New Monterey, Northern Pebble Beach **(Ward 4)**
John Dalessio - Carmel, Carmel Valley, Big Sur, Southern Pebble Beach **(Ward 5)**

BOARD OF DIRECTORS AGENDA

Del Rey Oaks Council Chambers
650 Canyon Del Rey Road
Del Rey Oaks, California
Monday, August 3, 2015 at 6:00 p.m.

1) **6:00 p.m. Call to Order**

2) **Roll Call**

3) **Identification of Closed Session Items** *(Part or all of a meeting may be closed to the public under special conditions. The Board may only consider matters covered in the agenda descriptions.)*

   A. Public Employee Performance Evaluation of General Manager Pursuant to Government Code Section 54957(b)
   B. Instructions to Real Property Negotiators Pursuant to Government Code Section 54956.8: Unspecified parcel(s) on former Fort Ord expected to be conveyed from Fort Ord Reuse Authority to the County of Monterey (Negotiators: Payan/Jensen and Chiulos)

4) **Public Comment on Closed Session Item** *(The public may speak for a maximum of three minutes on any closed session item. Please complete a speaker form and give it to the Board Clerk.)*

5) **Adjourn to Closed Session**

6) **6:30 p.m. Regular Meeting**

7) **Report on Return from Closed Session** *(The Board shall publicly report any action taken in Closed Session pursuant to Government Code Section 54957.1(a).)*

8) **Approval of Agenda**

9) **Presentation** – Carmel River Floodplain Restoration and Environmental Enhancement (Carmel River FREE) Project, Rachel Saunders, Big Sur Land Trust

10) **Public Comments** *(The public may speak for a maximum of three minutes on any subject that is not on the agenda. Please complete a speaker form and give it to the Board Clerk.)*

11) **Consent Items** *(Items on the Consent Calendar are routine and for which a staff recommendation has been prepared. There is no discussion of these items prior to the Board vote and items will be acted on in one motion, unless a member of the Board, staff or public requests specific items be discussed and/or removed from the Consent Calendar. Public speakers are limited to three minutes.)*

A. Approval of June 17, 2015 Minutes *(S. Parker)*
B. Approval of July 6, 2015 Minutes *(S. Parker)*
C. Approval of Summary of Payments *(K. McCullough)*
D. Quarterly Investment Report *(K. McCullough)*
E. Approval of Isakson Contract Amendment for Cachagua Water System Services *(T. Jensen)*
F. Approval of Contract Agreement with Design Workshop for Palo Corona Regional Park General Development Plan Planning Services and Assistance *(T. Jensen)*
G. Director Resignation and Procedures to Fill a Board Vacancy *(S. Parker)*
H. Approval of Contract Renewal with Turf Image Geospatial for District-Wide Geographic Information System Services *(T. Jensen)*
I. Approval of Resolution #2015-12, Authorizing Amendment to Employee Healthcare Flexible Spending Account Plan *(S. Parker)*
J. Approval of Palo Corona Regional Park Request for Proposals for Weed Treatment Services *(T. Jensen)*

Move: _____ Second: _____ Vote: _____

12) **Discussion/Action Item** – Director Resignation and Procedures to Fill a Board Vacancy *(S. Parker)*

Move: _____ Second: _____ Vote: _____

13) **Division Reports** *(The General Manager and designated staff may provide reports on their activities or informational items and/or make brief announcements. They may also ask for clarification or direction from the Board.)*

A. **Administration**
   1) Monthly Financial Report *(K. McCullough)*
B. **Environmental Education/Community Outreach**
   1) Garland Ranch Regional Park art exhibit "The San Clemente Dam Removal and Carmel River Reroute Project: An Artists Documentation" *(J. Nelson)*
   2) Volunteer Newsletter *(J. Nelson)*
C. **Operations and Maintenance**
   1) Operations and Maintenance Update *(C. Camarillo)*
D. **Planning and Conservation**
   1) No Report

AGENDA ITEM NO. 11-H

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE:	**August 3, 2015**
TO:	**Board of Directors**
FROM:	**Tim Jensen, Planning and Conservation Manager**
REVIEWED BY:	**Rafael Payan, General Manager**
SUBJECT:	**Approval of Contract Renewal with Turf Image Geospatial for District-Wide Geographic Information System Services**

RECOMMENDED ACTION

Staff recommends the Board move to approve the Contract Renewal with Turf Image Geospatial (TIG) for geographic information services as provided in the Board approved contract of August 2014.

FISCAL IMPACT

Up to $30,000 from approved District Budget Line-Item 549 – Professional Services ($150,000).

DISCUSSION

At the August 2014 meeting, the Board approved a contract with TIG for geographic information system services (**Attachment 1**). The contract includes a renewal provision. Staff has been pleased with the quality and timeliness of the work provided by TIG during Fiscal Year 2014-15 and finds these services indispensable in conducting planning, conservation, operational, and occasionally environmental education activities. These services are essential to staff's ability to continue providing quality public value to the information it produces and the programs it administers. Staff has drafted a renewal contract for Board consideration (**Attachment 2**). TIG is agreeable to renewal of the contract as provided.

Attachment 1: FY 2014-15 Contract
Attachment 2: FY 2015-16 Contract Renewal

Monterey Peninsula Regional Park DISTRICT
60 Garden Court, Suite 325
Monterey, CA 93940-5341

RECEIVED
AUG - 6 2015

Contract for Services

This AGREEMENT is made and effective as of 8/7, 2015 between Monterey Peninsula Regional Park District, a special district sub-division of the State of California, herein referred to as "DISTRICT" and Turf Image Geospatial, herein referred to as "CONSULTANT".

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   This AGREEMENT shall commence on August 7, 2015, and shall remain and continue in effect until the tasks described herein under Scope of Work are completed and produced, but in no event later than June 30, 2016, unless terminated sooner pursuant to the provisions of this AGREEMENT. The terms and conditions of this AGREEMENT may be renewed in its entirety to June 30, 2017 by the District provided consultant has performed satisfactorily, consents to the extension of term, and there is sufficient funding in the budget.

2. SERVICES

   CONSULTANT shall complete and produce the tasks described and according to the scope of work set forth in **Exhibit A**, attached hereto and incorporated herein.

3. PERFORMANCE

   CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform, complete, and produce all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT. CONSULTANT further agrees to abide by DISTRICT policies while performing work under this AGREEMENT on DISTRICT property as set forth in **Exhibit B** and attached hereto and incorporated herein as though set forth in full.

4. DISTRICT MANAGEMENT

   DISTRICT's General Manager shall represent DISTRICT in all matters pertaining to the administration of this AGREEMENT, review and approval of all appropriate products submitted by CONSULTANT, including but not limited to the authority to enlarge the list of Tasks to Be Performed or to change the compensation due to CONSULTANT. DISTRICT General Manager shall be authorized to act on DISTRICT's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

5. PAYMENT

   (a) The District agrees to pay CONSULTANT in accordance with payment rates and terms set forth herein. This amount shall not exceed Thirty Thousand Dollars ($30,000) for the term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT. Payment for any AGREEMENT renewal (Section 1, above) shall remain as stated herein.

(b) CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT prior to the AGREEMENT being fully executed with written signatures by both CONSULTANT and District.

(c) CONSULTANT shall not be compensated for any services rendered in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the District. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by District and CONSULTANT at the time District's written authorization is given to CONSULTANT for the performance of said services. The District General Manager may approve additional payment for work that does not exceed ten percent (10%) of the amount of identified in the AGREEMENT, but in no event shall such sum exceed $3000.00. Any payments for additional work in excess of the approved amount shall be CONSULTANT's responsibility, unless approved by the District.

(d) CONSULTANT will submit invoices monthly for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If District disputes any of CONSULTANT's billings, District shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this AGREEMENT is terminated pursuant to this Section, DISTRICT shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is accepted by and determined by DISTRICT to be of value. Upon termination of the AGREEMENT pursuant to this Section, CONSULTANT will submit an invoice to the DISTRICT pursuant to Section 5.

7. DEFAULT OF CONSULTANT

(a) CONSULTANT failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, DISTRICT shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT.

(b) If DISTRICT's General Manager or delegate determines that CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, General Manager shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after receipt of said notice in which to cure the default by rendering satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time, DISTRICT shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled under law, in equity or under this AGREEMENT.

8. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by DISTRICT that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of DISTRICT or its designees at reasonable times to such books and records; shall give DISTRICT the right to examine and audit said books and records; shall permit DISTRICT to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the DISTRICT and may be used, reused, or otherwise disposed of by the DISTRICT without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the DISTRICT, at the CONSULTANT's office and upon reasonable written request by DISTRICT, the necessary computer software and hardware for purposes of accessing, compelling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for CONTRACTOR's Services, to the fullest extent permitted by law, CONTRACTOR shall indemnify, protect, defend and hold harmless DISTRICT and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or sub-contractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT. With respect to the design of public improvements, CONTRACTOR shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in this AGREEMENT.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless DISTRICT, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or entity for which CONSULTANT is

legally liable, including but not limited to officers, agents, employees or sub-consultants of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of DISTRICT to monitor compliance with these requirements imposes no additional obligations on DISTRICT and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend DISTRICT as set forth here is binding on the successors, assigns or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) CONSULTANT is and shall at all times remain as to DISTRICT a wholly independent CONSULTANT. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither DISTRICT nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the DISTRICT. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against DISTRICT, or bind DISTRICT in any manner.

(b) No employee benefits shall be available to CONSULTANT in connection with performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, DISTRICT shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for DISTRICT. DISTRICT shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

(c) CONSULTANT shall provide DISTRICT with a list of potential sub-consultants and sub-consultant services CONSULTANT may engage in the performance of services under this AGREEMENT prior to DISTRICT fully executing the AGREEMENT.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

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

(b) CONSULTANT shall promptly notify DISTRICT should DISTRICT, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located with DISTRICT. DISTRICT retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with DISTRICT and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, DISTRICT's right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To DISTRICT: Monterey Peninsula Regional Park District
c/o Tim Jensen
60 Garden Court, Suite 325
Monterey 93940-5341

To CONSULTANT: John Schwiesinger
Turf Image Geospatial
177 Webster Street #368
Monterey, CA 93940

17. ASSIGNMENT

(a) CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, to any other individual, entity, or sub-consultant without prior written approval of DISTRICT.

(b) CONSULTANT may use its staff and assistants, under its direct supervision, to perform some or all of the services under this AGREEMENT.

18. LICENSES

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

19. GOVERNING LAW

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

20. WORK SCHEDULED/TIME OF COMPLETION

DISTRICT and CONTRACTOR agree that time is of the essence in this AGREEMENT. DISTRICT and CONTRACTOR further agree that any failure to perform on or at the times set forth in this AGREEMENT will damage and injure the DISTRICT, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, DISTRICT and CONTRACTOR agree that any failure to perform by CONTRACTOR at or within the time set forth herein shall result in liquidated damages of 1% of the contracted amount of Three Hundred Dollars ($300.00) per day for each and every day such performance is late. DISTRICT and Consult agree that such sum is reasonable and fair. Furthermore, DISTRICT and CONTRACTOR agree that this AGREEMENT is subject to Government Code Section 53069.85, which authorizes such damages in connection with public agency contracts, and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

21. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into

this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

DISTRICT

By: _____ 8/31/2015
Kelly Sorenson Date
President

CONSULTANT

By: _____ 8/4/15
John Schwiesinger Date
President

Exhibit A: SCOPE OF WORK

1. A consultant to host its database and to effectively and efficiently populate, document, store, retrieve, and publish spatial data for mapping and reporting purposes, including:

   a. Link scanned documents and digital information to GIS/map features for archiving and retrieval in ArcGIS and ArcExplorer;

   b. Conduct scheduled maintenance of existing digital data sets for the District, including related FGDC-compliant metadata;

   c. Collect and process digital data from various sources for use as GIS products and analyses;

2. GIS and GPS analysis and spatial modeling in support of a wide variety of planning activities and development projects, including:

   a. Advanced mapping and analyses using ESRI/GIS products and plug-ins (ArcGIS, Spatial Analyst and other tools) to provide accurate projections of selected areas;

   b. Develop summary statistics;

   c. Identify sensitive resources; and

   d. Query spatial data in proximity to selected features.

3. ESRI ArcGIS software product licenses and the software platform;

4. Database organization, template design for creating map layouts, and URL web links to examples of published work;

5. Layer enhancements and expansion; and

6. Server and database access by District staff and state-of-the-art security.

District Policy Regarding Animals in the Workplace

Employees [and consultants] are not permitted to bring their personal animals or dogs to any Park District site, including in District vehicles, while on duty or performing work for the Park District.

Violation of this policy will be deemed a violation of the Park District's Code of Conduct and will result in an automatic employee suspension without pay, or contract suspension of ten (10) working days. Continued violations will result in further discipline up to and including employment or contract termination.

Exhibit C: INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, CONSULTANT agrees to amend, supplement or endorse the existing coverage to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to DISTRICT in excess of the limits and coverage required in this AGREEMENT and which is applicable to a given loss, will be available to the DISTRICT.

CONSULTANT shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 0000 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000.00 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000.00 per accident. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall provide evidence of personal auto liability coverage for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured" liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to DISTRICT for injury to employees of CONSULTANT, sub-consultants or others involved in the Work. The scope of coverage provided is subject to approval of the DISTRICT following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000.00 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT and "Covered Professional Services" as designated in the policy must specifically include work performed under this AGREEMENT. The policy limit shall be no less than $ 1,000,000.00 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this AGREEMENT.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by CONSULTANT: CONSULTANT and DISTRICT agree to the following with respect to insurance provided by CONSULTANT.

1. CONSULTANT agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured's DISTRICT, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. CONSULTANT also agrees to require all CONSULTANTs, and sub-consultants to do likewise.

2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of subrogation prior to a loss. CONSULTANT agrees to waive subrogation rights against DISTRICT regardless of the applicability of any insurance proceeds, and to require all CONSULTANTs and sub-consultants to do likewise.

3. All insurance coverage and limits provided by CONSULTANT and available or applicable to this AGREEMENT are intended to apply to the full extent of its policies. Nothing contained in this AGREEMENT or any other AGREEMENT relating to the DISTRICT or its operations limits the application of such insurance coverage.

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

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any CONSULTANT or sub-consultant.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the DISTRICT, as the need arises. CONSULTANT shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect DISTRICT's protection without DISTRICT's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONSULTANT's general liability policy shall be delivered to DISTRICT at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, DISTRICT has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other AGREEMENT and to pay the premium. Any premium so paid by DISTRICT shall be charged to and promptly paid by CONSULTANT or deducted from sums due CONSULTANT, at DISTRICT option.

8. Certificate(s) are to reflect that the insurer will provide 30 day notice to DISTRICT of any cancellation of coverage. CONSULTANT 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, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties to this AGREEMENT that all insurance coverage required to be provided by CONSULTANT or any sub-consultant, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to DISTRICT.

10. CONSULTANT agrees to ensure that sub-consultants, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for enduring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all AGREEMENTs with sub-consultants and others engaged in the project will be submitted to DISTRICT for review.

11. CONSULTANT agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any CONSULTANT, sub-consultant, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this AGREEMENT to self-insure its obligations to DISTRICT. If CONSULTANT's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the DISTRICT. At that time the DISTRICT shall review options with the CONSULTANT, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The DISTRICT reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the DISTRICT will negotiate additional compensation proportional to the increased benefit to DISTRICT.

13. For purposes of applying 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 towards performance of this AGREEMENT.

14. CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of DISTRICT to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on DISTRICT nor does it waive any rights hereunder in this or any other regard.

15. CONSULTANT will renew the required coverage annually as long as DISTRICT, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until DISTRICT executes a written statement to that effect.

16. CONSULTANT 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. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONSULTANT's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to DISTRICT within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of CONSULTANT under this AGREEMENT. CONSULTANT expressly agrees not to use any statutory immunity defenses under such laws with respect to DISTRICT, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede 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 Section.

21. CONSULTANT agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge DISTRICT or CONSULTANT for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to DISTRICT. It is not the intent of DISTRICT to reimburse any third party for payment of premiums or other amounts with respect thereto.

22. CONSULTANT agrees to provide immediate notice to DISTRICT of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. DISTRICT 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 DISTRICT.

♦ ♦ End of Document ♦ ♦

Monterey Peninsula Regional Park District
60 Garden Court, Suite 325
Monterey, CA 93940-5341

Contract for Services – Amendment 1

The Agreement originally made and effective as of August 7, 2015 by and between the Monterey Peninsula Regional Park DISTRICT, a special DISTRICT sub-division of the State of California, herein referred to as "DISTRICT", and Turf Image Geospatial, herein referred to as "CONSULTANT", is hereby amended in its entirety and agreed to by both CONSULTANT and DISTRICT as provided therein:

1. TERM

This AGREEMENT shall commence on August 7, 2015, and shall remain and continue in effect until the tasks described herein under Scope of Work are completed and produced, but in no event later than June 30, 2016, unless terminated sooner pursuant to the provisions of this AGREEMENT. The terms and conditions of this AGREEMENT may be renewed in its entirety to June 30, 2018 by the District provided consultant has performed satisfactorily, consents to the extension of term, and there is sufficient funding in the budget.

5. PAYMENT

(a) The District agrees to pay CONSULTANT in accordance with payment rates and terms set forth herein. This amount shall not exceed Thirty Five Thousand Dollars ($35,000) per annum for the entire term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT. Payment for any AGREEMENT renewal (Section 1, above) shall also renew.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____
Kelly Sorenson Date
President

CONSULTANT

By: _____
John Schweisinger Date
Principal

ATTACHMENT 2

AGENDA ITEM NO. 11-F

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE:	**March 8, 2017**
TO:	**Board of Directors**
FROM:	**Jackie Nelson, Environmental Education Supervisor**
REVIEWED BY:	**Rafael Payan, General Manager**
SUBJECT:	**Acceptance of Monterey Peninsula Water Management District Grant for Garland Ranch Regional Park Native Plant Demonstration Garden and Arboretum Interpretive Signage Project**

RECOMMENDED ACTION
Staff respectfully recommends that the Board approve acceptance of the Monterey Peninsula Water Management District (MPWMD) grant funding for Interpretive Signage at the Garland Ranch Regional Park (Garland Park) Native Plant Demonstration Garden and Arboretum.

FISCAL IMPACT:
Fiscal Year 2016-17 revenue in the amount of $10,718.00 for the design, fabrication and framing of three permanent outdoor interpretive exhibits and native plant identification placards at the drought resistant Native Plant Demonstration Garden and Arboretum adjacent to the Visitor Center at Garland Park. This amount shall be added as mid-year budget adjustment upon Board approval.

FUNDING SOURCE:
MPWMD reimbursable grant revenue. MPRPD account to be set-up.

FUNDING BALANCE:
There will be a $0.00 balance for this new item. Staff respectfully requests that the Board of Directors review and approve these new revenue dollars. Once approved, the funds will be added to the amended mid-year budget.

DISCUSSION:
MPRPD staff received verbal notification on February 6, 2017 that MPWMD had grant funding for interpretive panel and drought tolerant landscape projects, and that the funding must be spent by March 31, 2017. The development and installation of interpretive signage in the Garland Park Visitor Center and the surrounding arboretum and garden has been a priority and identified in the Environmental Education and Community Outreach (EECO) Division goals for the current fiscal year.

Due to the short application deadline the request to apply was presented to the General Manager who then authorized the EECO staff to apply for the grant. MPRPD was awarded funding to design and install three outdoor interpretive exhibits and native plant identification placards in the Garland Park arboretum and garden (ATTACHMENT1). The

signage included: 1. Arboretum “welcome” sign; 2. Rainwater catchment sign; 3. Native plant demonstration garden sign; and, 4. Plant identification placards.

The focus of the arboretum and garden is to create an educational space where school groups, organizations and visitors can learn about low water landscaping, safe drinking water and water conservation, as well as, drought tolerant, fire resistant, and insect attractant native plants that can be used to landscape their own spaces.

Staff respectfully recommends that the Board approve acceptance of the Monterey Peninsula Water Management District grant funding for the Garland Ranch Regional Park Garden and Arboretum Interpretive Signage and that you join staff in the unveiling of these panels and garden placards at the annual wildflower show the weekend of June 10-11, 2017.

ATTACHMENTS:

1. MPRPD Grant Request Letter and MPWMD Award Letter

Monterey Peninsula Regional Park District

60 Garden Court, Suite 325 • Monterey, California 93940-5341

BOARD OF DIRECTORS
Kelly Sorenson – Ward 1
ksorenson@mprpd.org
Marina, northern Ft. Ord

Shane Anderson – Ward 2
shanea@mprpd.org
Seaside, northern Sand City, southern Ft. Ord

Katie Pofahl – Ward 3
kpofahlmprpd@gmail.com
Monterey, southwest Seaside, southern Sand City, Del Rey Oaks

Kathleen Lee – Ward 4
klee@mprpd.org
Pacific Grove, New Monterey, northern Pebble Beach

John Dalessio – Ward 5
jrmaam@gmail.com
Carmel, Carmel Valley, Big Sur, southern Pebble Beach

GENERAL MANAGER
Rafael Payan, PhD
payan@mprpd.org

February 10, 2017

Stephanie Kister
Conservation Representative II
Monterey Peninsula Water Management District
5 Harris Court, Building G
Monterey, CA 93940

Dear Ms. Kister:

Monterey Peninsula Regional Park District (MPRPD) is a local special district with the mission of protecting and preserving parks and open space for public enjoyment. MPRPD is requesting funds for the installation of three permanent outdoor interpretive exhibits and native plant identification placards (Table 1) for the drought resistant Native Plant Demonstration Garden and Arboretum adjacent to the recently renovated Visitor Center at Garland Ranch Regional Park (Garland Park). The focus of the garden is to create an educational space where school groups, organizations and visitors can learn about drought tolerant, fire resistant, and bee, butterfly and insect attractant native plants that can be used to landscape their own spaces.

Table 1: GRRP Native Plant Garden and Arboretum Interpretive Panels and ID Placards

Item	Description	Cost	Total Cost
Rainwater catchment* system and cistern **system donated by MPWMD*	26" x 36" framed interpretive sign encourages visitors to create their own rainwater-harvesting system and highlights low-maintenance rainwater system that provides high quality water for irrigation.	Graphic Design= $1,500 Panel= $325 Frame= $420 Est. shipping= $60	$2,305.00
Native plant demonstration garden sign	36" x 48" framed interpretive sign "Create Your Own Drought Tolerant Pollinator & Native Plant Garden."	Graphic Design= $1,500 Panel= $375 Frame= $475 Est. shipping= $70	$2,420.00
Arboretum Welcome Sign	36" x 48" framed interpretive sign orients visitors to the diverse habitats in arboretum and the Carmel River watershed	Graphic Design= $1,500 Panel= $375 Frame= $475 Est. shipping= $70	$2,420.00
Engraved Plant ID markers	5" x 7' engraved native plant id placards with holders for demonstration garden and arboretum	71 signs =$2,850 Holders= $385 Tax= $283 Est. shipping= $55	$3,573.00
		TOTAL COST	**$10,718.00**

ATTACHMENT 1

Since the completion of the Visitor Center renovation MPRDP has installed six introductory habitat interpretive panels in the Arboretum, three river ecology interpretive panels along the Carmel River to the Visitor Center and is currently designing three indoor, interactive interpretive exhibits for the Visitor Center. The final interpretive planning stages for the GRRP Native Plant Garden and Arboretum includes the design and installation of

1. Arboretum "welcome" sign which orients visitors to the diverse habitats in the Carmel River watershed, and the trails and locations that these habitats can be found.
2. Rainwater catchment panel that encourages visitors to create their own rainwater-harvesting system and highlights low-maintenance rainwater system that provides high quality water for irrigation.
3. Native plant demonstration garden sign that highlights creating "Your Own Drought Tolerant, Pollinator & Native Plant Garden."
4. Plant identification placards that easily identify each plant with both common and scientific names, blooming season and the habitat best suited for the plant.

The Native Plant Demonstration Garden and Arboretum project promotes low water landscaping, safe drinking water and water conservation. Nestled along the Carmel River, each year the Visitor Center, and surrounding gardens, draws tens of thousands are visitors annually. It is a gathering location that connects people of all ages to our regions natural and cultural resources and provides a place to share conservation messages. It is the site for community stewardship and restoration activities, as well as, dozens of Let's Go Outdoors! programs seasonally.

Your funding support allows MPRPD to save money by working with a single graphic artist, bulk purchasing of the signage and on shipping cost. It also provides MPRPD the opportunity to reach a broader audience, greatly enhancing our ability share the conservation message and showcase the diversity of the Carmel River watershed. MPRPD will honor your funding support by recognizing the Monterey Peninsula Water Management District on the signage.

I look forward to receiving your response. Please contact me if you have any questions. I can be reached by phone at (831) 372-3196 x 109 or email at nelson@mprpd.org.

Sincerely,

Jackie Nelson,
Environmental Education Supervisor

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

February 14, 2017

Jackie Nelson
Environmental Education Supervisor
60 Garden Court, Suite 325
Monterey, Ca 93940-5341

Dear Mrs. Nelson,

Your February 10, 2017, request for funding for the installation of native plant garden interpretive panels at the Visitors Center at Garland Ranch Regional Park has been given advance approval by the General Manager and will be approved by the Board at its March Board meeting. As stated in your proposal, the MPWMD logo (recognition) will be included on all panels produced through this project. Total cost for the project is $10,718.00.

The Water District encourages you to begin this project immediately. Invoices for all work and materials must be submitted to the District by March 31, 2017.

We look forward to working with you on this exciting project.

Sincerely,

Stephanie Kister
Stephanie Kister
Conservation Analyst

Approval: _____
David J. Stoldt, General Manager

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MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE: **March 8, 2017**
TO: **Board of Directors**
FROM: **Shuran Parker, Administrative Services Manager**
REVIEWED BY: **Rafael Payan, General Manager**
SUBJECT: **Fiscal Year 2016-17 Mid-Year Budget Report**

RECOMMENDED ACTION
It is recommended that the Board receive this report on the status of the District's budget at mid-year (as of 12/31/2016).

FISCAL IMPACT:
There is no fiscal impact associated with receiving this report.

FUNDING SOURCE:
All general fund and assessment district accounts with current or anticipated activity this FY are represented in this budget report.

FUNDING BALANCE:
Total revenue at mid-year was $4,279,025, while expenditures were $3,189,289.

DISCUSSION:
The District's combined revenue at mid-year totaled $4,279,025, about 69% of the budgeted amount, while expenditures were $3,189,289, approximately 46% of budget.

At close of the Fiscal Year (FY), total revenue for the District is projected to be $6,367,860, $123,764 more than was budgeted, primarily due to better than expected property tax revenue and grant awards not anticipated during budget adoption. Total expenditures are projected to be $6,451,916, $451,185 less than the approved budget, due in large part to acquisition and improvement savings and deferral of projects due to fire and weather-related delays.

The budget projections are further summarized below and listed by line-item account in the attached schedule entitled FY2016-17 Mid-Year Budget Review (**ATTACHMENT 1**).

On balance, and assuming that current staffing and program levels remain status quo, the mid-year budget report indicates the continued stability of the District's financial condition.

Revenue Activity and Projections
Based on mid-year and anticipated performance, District revenues at year-end are projected to be slightly above (2%) the budgeted amount, due to year-to-date property tax and assessment district revenues which are trending above budget. Even though investment earnings were down at mid-year, we're forecasting a rebound of sorts and

anticipate ending the year in the black, though less than anticipated. Staff anticipates that minor shortfalls in a few accounts will be offset by overages in other, as noted on the attached schedule.

Expenditure Activity and Projections

Administration (Admin)

The Administration program expenditures at mid-year, $666,827, were 38% of budget and we anticipate ending the year slightly under budget due to lower than anticipated advertising costs and reduced funding toward the PARS program. The year-end projection, $1,739,505, includes the $500,000 budgeted for elections but note that County Elections staff have advised that invoicing will likely not go out until April. If additional funding is needed for this purpose, we will come back to the Board for additional consideration.

Operations & Maintenance (O&M)

O&M expenses at mid-year, $420,944, were about 36% of budget and are anticipated to be $1,541,350 or $384,500 more than the approved budget due to unanticipated, projected expenditures associated with the Soberanes Fire and needed repairs. The projected amounts assume good weather during the remainder of the FY and availability of contract staff to perform the necessary repairs associated with the fire. Staff will likely budget additional funding in the next FY for continued fire repair work. In O&M and the remaining divisions, savings will be realized from the PARS program, as staff determined that due to performance, the annual contribution originally budgeted will not be needed.

Environmental Education & Community Outreach (EECO)

The EECO program expenditures at mid-year, $194,993, were about 39% of budget and we anticipate ending the year at $486,261 which is $17,435 less than budget. The variance in this division is due to the coordination of the two B-WET grants and the timing of their reimbursements and grant cycle, along with savings from the PARS program.

Planning & Conservation Management (PCM)

PCM expenses at mid-year, $1,622,669, were about 80% of budget and anticipated to be $1,921,800 or $108,350 less than the approved budget. The variance compared to budget is due to limited staffing, fire and weather, which will cause us to delay the completion of some projects. Year-to-date spending in this division appears off-balance due to payment of the $1.5M annual note, the largest item in this division, in the beginning of the year. The remainder of the year's expenditures will level off and also include previously referenced savings in the PARS program.

Assessment District (AD)

The AD expenditures at mid-year, $283,856 were around 20% of budget and we anticipate ending the year at $763,000, $690,000 less than budget. We initially budgeted $700,00 for potential acquisitions and improvements, a portion of which was used for the "Los Compadres" cabin acquisition. Now that the Board has committed to taking on the Rancho Canada properties, we will need to carry over to the next FY unused funding for this acquisition and its improvements. Savings, this year were also due to deferral of projects

at Palo Corona Regional Park (PCRP), as previously stated, due to fire and weather-related issues, and the need to refocus our energies toward the Rancho Canada project, which staff intends to manage as a unit of PCRP.

ATTACHMENTS:

1. FY2016-17 Mid-Year Budget Review Schedule

Monterey Peninsula Regional Park District

FY 2016-17 Mid-Year Budget Review

	As of 12/31/2016	Budget	% of Budget	Year-End Projected	Variance	Comments re Variance
GENERAL FUND REVENUES						
4010-Property Tax	2,054,752	3,375,500	60.87%	3,476,765	101,265	Based on YTD
4015-Interest Earnings	-34,098	50,000	-68.2%	30,000	-20,000	Market downturn
4020-Rental Income	15,882	33,000	48.13%	33,000	0	
4040-Environ. Education Pgms.	0	5,000	0.0%	4,000	-1,000	Revenue for summer camp listing
4045-Other Revenue	5,997	10,000	59.97%	10,000	0	
4200-Grant Income						
Prop 117Grant	1,500,000	1,500,000	100.0%	1,500,000	0	
BWET Grant	0	63,396	0.0%	49,961	-13,435	Grant cycle timing varies from MPRPD budget
CR Pkwy Grant	10,000	0	100.0%	10,000	10,000	Grant unknown at budget adoption
MPWMD Grant	0	0	0.0%	10,718	10,718	February 2017 grant award
GENERAL FUND TOTAL REVENUE	**3,552,533**	**5,036,896**	**70.53%**	**5,124,444**	**87,548**	***Projected More Than Budget***
ASSESSMENT DISTRICT REVENUES						
4900-Assessment Revenue	726,492	1,207,200	60.18%	1,243,416	36,216	Based on YTD
ASSESS. DIST. TOTAL REVENUE	**726,492**	**1,207,200**	**60.18%**	**1,243,416**	**36,216**	***Projected More Than Budget***
GRAND TOTAL REVENUE (All Funds)	**4,279,025**	**6,244,096**	**68.53%**	**6,367,860**	**123,764**	***PROJECTED TOTAL MORE THAN BUDGET***

ATTACHMENT 1

Monterey Peninsula Regional Park District
FY 2016-17 Mid-Year Budget Review

	As of 12/31/2016	Budget	% of Budget	Year-End Projected	Variance	Comments re Variance
ADMINISTRATION EXPENDITURES						
6101-Board Compensation	1,500	7,000	21.43%	7,000	0	
6102-Salaries/Admin	128,249	310,500	41.3%	310,500	0	
6103-Part-Time Salaries	15,465	38,300	40.38%	38,300	0	
6106-Job Training & Education	3,498	5,000	69.97%	5,000	0	
6107-Admin Employee Benefits						
Health Insurance	37,745	72,000	52.42%	72,000	0	
PERS	213,928	253,515	84.39%	253,515	0	
Dental Insurance	903	2,500	36.13%	2,500	0	
Vision Insurance	279	1,000	27.89%	1,000	0	
Life/ADD, STD, LTD & EAP	993	3,000	33.09%	3,000	0	
PARS Program	19,000	29,000	65.52%	19,000	-10,000	Anticipated savings
OPEB	0	8,985	0.0%	8,985	0	
Total - Admin Employee Benefits	**272,848**	**370,000**	**73.74%**	**360,000**	**-10,000**	
6109-Payroll Tax/Personnel	10,527	25,000	42.11%	25,000	0	
6112-Insurance/Comp	46,981	101,000	46.52%	101,000	0	
6113-Postage	8,873	15,000	59.15%	15,000	0	
6114-Office Supplies	1,318	7,000	18.83%	7,000	0	
6120-Printing	18,028	20,000	90.14%	20,000	0	
6122-Legal Notice	3,396	8,000	42.46%	8,000	0	
6124-Publications & Membership	11,352	13,000	87.32%	13,000	0	
6126-Advertising	1,122	10,000	11.22%	5,000	-5,000	Anticipated savings
6130-Travel, Conferences/Mtgs.	5,724	10,000	57.24%	10,000	0	
6134-Computer Maintenance	6,290	15,600	40.32%	15,600	0	
6136-Equipment Maintenance	0	500	0.0%	500	0	
6137-Equipment Rental	1,882	7,900	23.82%	5,000	-2,900	Anticipated savings
6138-Vehicle Maintenance	245	1,200	20.4%	1,200	0	
6140-Office Lease	33,463	78,300	42.74%	78,300	0	
6141-Bank Service Charges	130	300	43.33%	300	0	
6142-Utilities	9,303	18,000	51.68%	18,000	0	
6147-Elections	0	500,000	0.0%	500,000	0	Invoice from Elections expected in April
6148-Property taxes/assessments	1,804	4,000	45.1%	2,000	-2,000	Anticipated savings
6149-Prof/Special Services	84,830	193,700	43.79%	193,700	0	
6161-Depreciation-Admin.	0	105	0.0%	105	0	
ADMINISTRATION TOTALS	**666,827**	**1,759,405**	**37.9%**	**1,739,505**	**-19,900**	***Projected Less Than Budget***

Monterey Peninsula Regional Park District

FY 2016-17 Mid-Year Budget Review

	As of 12/31/2016	Budget	% of Budget	Year-End Projected	Variance	Comments re Variance
OPERATIONS & MAINTENANCE EXPENDITURES						
6202-Salaries/O&M	224,904	571,800	39.33%	571,800	0	
6204-Seasonal/Contract Staff	523	10,000	5.23%	5,000	-5,000	Savings due to Fire/Rain
6206-Job Training & Education	1,443	7,000	20.61%	9,000	2,000	State Parks Trails Training (2 Rangers)
6207-O&M Employee Benefits						
Health Insurance	65,127	165,000	39.47%	165,000	0	
PERS	41,442	108,000	38.37%	108,000	0	
Dental Insurance	3,013	8,000	37.66%	8,000	0	
Vision Insurance	923	2,447	37.7%	2,447	0	
Life/ADD, STD, LTD & EAP	2,449	6,500	37.68%	6,500	0	
PARS Program	0	10,000	0.0%	0	-10,000	Contribution not needed
OPEB-O&M	0	28,953	0.0%	28,953	0	
Total - O&M Employee Benefits	**112,953**	**328,900**	**34.34%**	**318,900**	**-10,000**	
6208-Uniforms	3,000	3,500	85.71%	3,000	-500	
6213-Postage	28	100	28.13%	100	0	
6214-Supplies	10,719	16,000	67.0%	16,000	0	
6216-Tools	149	3,000	4.95%	3,000	0	
6220-Printing	811	2,500	32.45%	2,500	0	
6224-Publications/Memberships	128	350	36.57%	350	0	
6230-Travel, Conferences/Mtgs.	0	5,000	0.0%	5,000	0	
6234-Computer Maint/Supplies	4,135	10,000	41.35%	10,000	0	
6236-Equipment Maintenance	8,175	10,000	81.75%	15,000	5,000	Additional service/repair needs for equipment
6237-Equipment Rental	485	2,000	24.23%	2,000	0	
6238-Vehicle Maint/Fuel	9,817	20,000	49.08%	20,000	0	
6241-Janitorial Supplies	3,803	12,000	31.69%	12,000	0	
6242-Utilities	15,603	50,000	31.21%	43,000	-7,000	Energy savings
6243-Building Repairs	4,276	20,000	21.38%	20,000	0	
6245-Resource Management	448	4,500	9.96%	4,500	0	
6247 Trail Maintenance	114	2,000	5.68%	2,000	0	
6260-Equipment	0	2,000	0.0%	2,000	0	
6262-Depreciation-O&M	0	66,700	0.0%	66,700	0	
6263-Park Signs	368	2,000	18.41%	2,000	0	
6264-Parking lot	3,078	7,500	41.05%	7,500	0	
6265-Soberanes Fire	15,984	0	100.0%	400,000	400,000	Unanticipated fire damage
OPERATIONS & MAINT. TOTALS	**420,944**	**1,156,850**	**36.39%**	**1,541,350**	**384,500**	***Projected Over Budget***

Monterey Peninsula Regional Park District

FY 2016-17 Mid-Year Budget Review

	As of 12/31/2016	Budget	% of Budget	Year-End Projected	Variance	Comments re Variance
ENVIRONMENTAL EDUCATION/COMMUNITY OUTREACH EXPENDITURES						
6302-Salaries	109,608	220,500	49.71%	220,500	0	
6304-Seasonal/Contract Staff	950	4,500	21.11%	2,500	-2,000	Anticipated savings
6306-Job Training & Education	1,148	2,000	57.4%	2,000	0	
6307-EE/CO Employee Benefits						
Health Insurance	16,354	43,000	38.03%	43,000	0	
PERS	16,445	40,815	40.29%	40,815	0	
Dental Insurance	903	2,200	41.06%	2,200	0	
Vision Insurance	279	1,000	27.89%	1,000	0	
Life/ADD, STD, LTD & EAP	862	3,000	28.72%	3,000	0	
PARS Program	0	5,300	0.0%	0	-5,300	Contribution not needed
OPEB-EE/CO	0	8,985	0.0%	8,985	0	
Total - EE/CO Employee Benefits	**34,842**	**104,300**	**33.41%**	**99,000**	**-5,300**	
6308-Uniforms	600	600	100.0%	600	0	
6312-Insurance - EE/CO	0	1,500	0.0%	1,500	0	
6313-Postage	10,674	21,500	49.65%	21,500	0	
6314-Environmental supplies	301	1,200	25.09%	1,200	0	
6316-Publications/Memberships	33	400	8.25%	400	0	
6320-Printing	10,782	22,000	49.01%	22,000	0	
6326-Advertising	0	3,000	0.0%	3,000	0	
6330-Travel, Conferences/Mtgs.	647	1,500	43.16%	1,500	0	
6334-Computer maint/supplies	2,902	5,500	52.76%	5,500	0	
6338-Vehicle Maint/Fuel	2,573	2,000	128.66%	3,300	1,300	
6342-Utilities	3,745	8,800	42.55%	8,800	0	
6349-Professional Services	2,299	8,500	27.05%	8,500	0	
6350-Interpretive Programs/parks	527	15,000	3.52%	17,000	2,000	
6352-Environmental Education	32	3,000	1.07%	3,000	0	
6354-Special Events	141	1,000	14.09%	1,000	0	
6356-Docent/Friends Program	243	7,000	3.47%	7,000	0	
6359-Depreciation-EE/CO	0	4,500	0.0%	4,500	0	
6360-Equipment-EECO	0	2,000	0.0%	2,000	0	
6363-BWET Grant	12,947	63,396	20.42%	49,961	-13,435	Grant cycle timing varies from MPRPD budget
ENVIRONMENTAL ED. TOTALS	**194,993**	**503,696**	**38.71%**	**486,261**	**-17,435**	***Projected Less Than Budget***

Monterey Peninsula Regional Park District

FY 2016-17 Mid-Year Budget Review

	As of 12/31/2016	Budget	% of Budget	Year-End Projected	Variance	Comments re Variance
PLANNING & CONSERVATION EXPENDITURES						
6502-Salaries/P&C	78,961	189,300	41.71%	189,300	0	
6504-Seasonal/Contract Staff	1,058	35,000	3.02%	20,000	-15,000	Anticipated savings
6506-Job Training & Education	199	2,000	9.95%	200	-1,800	Anticipated savings
6507-P&C Employee Benefits						
Health Insurance	11,891	31,000	38.36%	31,000	0	
PERS	13,591	34,608	39.27%	34,608	0	
Dental Insurance	768	2,000	38.4%	2,000	0	
Vision Insurance	223	1,000	22.29%	1,000	0	
Life/ADD, STD, LTD & EAP	613	2,000	30.63%	2,000	0	
OPEB-P&C	0	4,992	0.0%	4,992	0	
Total - P&C Employee Benefits	**27,086**	**75,600**	**35.83%**	**75,600**	**0**	
6514-Supplies	365	2,000	18.23%	1,000	-1,000	
6534-Computer Maint./Supplies	690	1,500	45.99%	1,500	0	
6538-Vehicle Maint/Fuel	600	3,800	15.8%	3,000	-800	
6542-Utilities	1,578	3,750	42.08%	3,500	-250	
6545.1-Resource Mgmt/PCRP	264	80,000	0.33%	80,000	0	
6545.4-Resource Mgmt/Marina Dun	0	22,500	0.0%	8,000	-14,500	Anticipated savings
6545.6-Resource Mgmt/GRRP	0	45,000	0.0%	0	-45,000	Re-budget for SBB & SHA baseline Inventory
6549-Professional Services-P&C	11,868	65,000	18.26%	35,000	-30,000	Anticipated savings
6550-Land Acquisition	1,500,000	1,500,000	100.0%	1,500,000	0	
6561-Depreciation-P&C	0	4,700	0.0%	4,700	0	
PLANNING & CONSERV. TOTALS	**1,622,669**	**2,030,150**	**79.93%**	**1,921,800**	**-108,350**	***Projected Less Than Budget***
GENERAL FUND TOTAL EXPENDITURES	**2,905,433**	**5,450,101**	**53.31%**	**5,688,916**	**238,815**	***PROJECTED TOTAL OVER BUDGET***

Monterey Peninsula Regional Park District

FY 2016-17 Mid-Year Budget Review

	As of 12/31/2016	Budget	% of Budget	Year-End Projected	Variance	Comments re Variance
ASSESSMENT DISTRICT EXPENDITURES						
6904-Seasonal/Contract Staff	3,336	30,000	11.12%	30,000	0	
6949-Professional Services	25,267	25,000	101.07%	60,000	35,000	Gen. Dev. Planning of PCRP/RC
6950-GRRP Improvements	276	75,000	0.37%	55,000	-20,000	Carryover for interpretive panels
6951-Mill Creek Improvements	0	65,000	0.0%	65,000	0	
6952-JSMPFP Improvements	0	35,000	0.0%	35,000	0	
6960-Equipment/Capital Outlay	0	15,000	0.0%	15,000	0	
6961-Vehicle Acquisition	129,282	135,000	95.76%	130,000	-5,000	Savings
6966-PCRP Improvements	6,633	120,000	5.53%	20,000	-100,000	Projects deferred
6974-Comm./Neighborhood Parks	58,745	155,000	37.9%	155,000	0	
6975-Cachagua Improvements	0	13,000	0.0%	13,000	0	
6976-Trail Construction/Rehab.	3,248	20,000	16.24%	20,000	0	
6980-Land Acquisition/Improve.	55,968	700,000	8.0%	100,000	-600,000	Carryover for acquisitions/improvements
6987-Sherar Land Lease	0	60,000	0.0%	60,000	0	
6991-Parks Security Systems	1,102	5,000	22.03%	5,000	0	
A.D. TOTAL EXPENDITURES	**283,856**	**1,453,000**	**19.54%**	**763,000**	**-690,000**	***Projection Compared to Budget***

GRAND TOTAL EXPENDITURES (All Funds)	**3,189,289**	**6,903,101**	**46.2%**	**6,451,916**	**-451,185**	***GRAND TOTAL PROJECTED UNDER BUDGET***

AGENDA ITEM NO. 12-B

MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING

DATE: **March 8, 2017**
TO: **Board of Directors**
FROM: **Shuran Parker, Administrative Services Manager**
REVIEWED BY: **Rafael Payan, General Manager**
SUBJECT: **Approval of Resolution #2017-03, Authorizing Amendments to Fiscal Year 2016-17 Budget**

RECOMMENDED ACTION

It is recommended that the Board approve Resolution #2017-03 (**ATTACHMENT 1**), authorizing the Budget adjustments listed below.

FISCAL IMPACT:

The recommended Budget adjustments will result in increased appropriations of $238,815 across all divisional accounts in the general fund with a $690,000 decrease to Assessment District (AD) appropriations. With respect to District revenues, the total recommended adjustments amount to $123,764 over budget, combining the general fund and AD.

DISCUSSION:

Upon review and analysis of the District's Budget, the following table lists the Budget amendments proposed for approval. As explained in the Mid-Year Budget Report, there are a few key reasons for the many adjustments being recommended, most notable is repair work associated with the Soberanes Fire and subsequent delay to other projects because of the fire, recent wind and rain storms and the unanticipated Rancho Canada properties acquisition. With good weather, staff anticipates being able to do some repair work this year, realizing that with less than four calendar months remaining in the Fiscal Year (FY), additional repairs will need to be budgeted for in FY2017-18.

With the exception of the Operations and Maintenance Division, where Fire repair and restoration projects are budgeted, all other division year-end projections are under Budget.

The chart below contains a detailed list of all Budget adjustments that staff is requesting for Fiscal Year 2016-17.

Division	Account	Amendment	New Budget Amount
Admin.	6107.07-PARS Program	-10,000	19,000
Admin.	6126-Advertising	-5,000	5,000
Admin.	6137-Equipment Rental	-2,900	5,000
Admin.	6148-Property taxes/assessments	-2,000	2,000
O & M	6204-Seasonal/Contract Staff	-5,000	5,000
O & M	6206-Job Training & Education	2,000	9,000

Division	Account	Amendment	New Budget Amount
O & M	6207.07-PARS Program	-10,000	0
O & M	6208-Uniforms	-500	3,000
O & M	6236-Equipment Maintenance	5,000	15,000
O & M	6242-Utilities	-7,000	43,000
O & M	6265-Soberanes Fire	400,000	400,000
EECO	6304-Seasonal/Contract Staff	-2,000	2,500
EECO	6307.07-PARS Program	-5,300	0
EECO	6338-Vehicle Maint/Fuel	1,300	3,300
EECO	6350-Interpretive Programs/parks	2,000	17,000
EECO	6363-BWET Grant	-13,435	49,961
P & C	6504-Seasonal/Contract Staff	-15,000	20,000
P & C	6506-Job Training & Education	-1,800	200
P & C	6514-Supplies	-1,000	1,000
P & C	6538-Vehicle Maint/Fuel	-800	3,000
P & C	6542-Utilities	-250	3,500
P & C	6545.4-Resource Mgmt/Marina Dunes	-14,500	8,000
P & C	6545.6-Resource Mgmt/GRRP	-45,000	0
P & C	6549-Professional Services-P&C	-30,000	35,000
A.D.	6949-Professional Services	35,000	60,000
A.D.	6950-GRRP Improvements	-20,000	55,000
A.D.	6961-Vehicle Acquisition	-5,000	130,000
A.D.	6966-PCRP Improvements	-100,000	20,000
A.D.	6980-Land Acquisition/Improve.	-600,000	100,000
	Expenditures Variance/New Total over or (under) Budget	**(451,185)**	**6,451,916**
Revenue	4010-Property Tax	101,265	3,476,765
Revenue	4015-Interest Earnings	-20,000	30,000
Revenue	4040-Environ. Education Pgms.	-1,000	4,000
Revenue	4214-BWET Grant	-13,435	49,961
Revenue	4215-CR Pkwy Grant	10,000	10,000
Revenue	#*TBD*-MPWMD Grant	10,718	10,718
Revenue	4900-A.D. Revenue	36,216	1,243,416
	Revenue Variance/New Total over or (under) Budget	**123,764**	**6,367,860**

It is recommended that the Board approve Resolution #2017-03 authorizing the above listed Budget amendments.

ATTACHMENT: 1. Resolution #2017-03

MONTEREY PENINSULA REGIONAL PARK DISTRICT
RESOLUTION #2017-03
March 8, 2017

A RESOLUTION AUTHORIZING AMENDMENTS TO THE FISCAL YEAR 2016-17 DISTRICT BUDGET

WHEREAS, the Budget of the MONTEREY PENINSULA REGIONAL PARK DISTRICT for FY 2016-17 was adopted by Resolution #2016-08 of the Board of Directors at the regular meeting of May 2, 2016; and amended by Resolution #2016-18 at a regular meeting on September 12, 2016; and

WHEREAS, in connection with the annual Mid-Year Budget review and analysis, it has been determined that various adjustments to the Budget are warranted and justified in order to carry out the goals, programs and objectives of the District; and

WHEREAS, it has been determined that there is sufficient funding available to pay for the proposed Budget adjustments;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA REGIONAL PARK DISTRICT that the FY 2016-17 Budget is hereby amended in accordance with the following schedule of amendments:

Division	Account	Amendment	New Budget Amount
Admin.	6107.07-PARS Program	-10,000	19,000
Admin.	6126-Advertising	-5,000	5,000
Admin.	6137-Equipment Rental	-2,900	5,000
Admin.	6148-Property taxes/assessments	-2,000	2,000
O & M	6204-Seasonal/Contract Staff	-5,000	5,000
O & M	6206-Job Training & Education	2,000	9,000
O & M	6207.07-PARS Program	-10,000	0
O & M	6208-Uniforms	-500	3,000
O & M	6236-Equipment Maintenance	5,000	15,000
O & M	6242-Utilities	-7,000	43,000
O & M	6265-Soberanes Fire	400,000	400,000
EECO	6304-Seasonal/Contract Staff	-2,000	2,500
EECO	6307.07-PARS Program	-5,300	0
EECO	6338-Vehicle Maint/Fuel	1,300	3,300
EECO	6350-Interpretive Programs/parks	2,000	17,000
EECO	6363-BWET Grant	-13,435	49,961

ATTACHMENT 1

Division	Account	Amendment	New Budget Amount
P & C	6504-Seasonal/Contract Staff	-15,000	20,000
P & C	6506-Job Training & Education	-1,800	200
P & C	6514-Supplies	-1,000	1,000
P & C	6538-Vehicle Maint/Fuel	-800	3,000
P & C	6542-Utilities	-250	3,500
P & C	6545.4-Resource Mgmt/Marina Dunes	-14,500	8,000
P & C	6545.6-Resource Mgmt/GRRP	-45,000	0
P & C	6549-Professional Services-P&C	-30,000	35,000
A.D.	6949-Professional Services	35,000	60,000
A.D.	6950-GRRP Improvements	-20,000	55,000
A.D.	6961-Vehicle Acquisition	-5,000	130,000
A.D.	6966-PCRP Improvements	-100,000	20,000
A.D.	6980-Land Acquisition/Improve.	-600,000	100,000
	Expenditures Variance/New Total over or (under) Budget	**(451,185)**	**6,451,916**
Revenue	4010-Property Tax	101,265	3,476,765
Revenue	4015-Interest Earnings	-20,000	30,000
Revenue	4040-Environ. Education Pgms.	-1,000	4,000
Revenue	4214-BWET Grant	-13,435	49,961
Revenue	4215-CR Pkwy Grant	10,000	10,000
Revenue	#*TBD*-MPWMD Grant	10,718	10,718
Revenue	4900-A.D. Revenue	36,216	1,243,416
	Revenue Variance/New Total over or (under) Budget	**123,764**	**6,367,860**

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the MONTEREY PENINSULA REGIONAL PARK DISTRICT at Seaside, California, this 8th day of March 2017, by the following vote:

AYES: Directors

NAYS: Directors

ATTEST:

_____
Kelly Sorenson, President
Board of Directors

_____
Shane Anderson, Secretary/Treasurer
Board of Directors

MONTEREY PENINSULA REGIONAL PARK DISTRICT
STAFF REPORT

BOARD MEETING: March 8, 2017

SUBJECT: Monthly Financial Report – January 2017

PRESENTER: Kelly McCullough, Finance Manager

REPORT: Attached for review are three reports: the Balance Sheet Previous Year Comparison (**ATTACHMENT 1**), Budget vs. Actual (**ATTACHMENT 2**) and Budget vs. Actual Previous Year Comparison (**ATTACHMENT 3**).

Balance Sheet Previous Year Comparison (**ATTACHMENT 1**): The Balance Sheet report summarizes the District's financial position at a given point in time, calculating how much the District is worth by subtracting all the money the District owes (liabilities) from everything it owns (assets). The result is what the District is worth. The District operates on a July 1 – June 30 fiscal year.

Assets include items of value that the District owns, such as land, buildings, equipment, accounts receivable, grants receivable, cash and investments.

The reader of this report should note that of the $13,898,829 reflected in the total for Checking/Savings only $11,550,616 can currently be used for the District's operating costs. The CalTrust Seawall Mitigation account in the amount of $2,338,555 is restricted for use in acquiring beachfront/dune property for recreational use in the southern Monterey Bay area. The MPRPD-Benefit account consists of $9,658 of employee funds withheld from employee salaries for supplemental insurance premiums paid for entirely by employees.

At the March 10, 2014 monthly Board meeting, the District established a General Fund (Unassigned) Reserve Policy for these funds to ensure that the District has adequate funds available to cover operating costs for a 6-month period, payment for pending land acquisitions and a contingency for emergencies and replacement needs.

As of this report which covers the period July 1, 2016 through January 31, 2017 the current (unassigned) fund balance reserve levels:

Annual Operating Budget (50%)	$	3,419,853
Accumulated Depreciation		1,066,942
Emergency Contingency		1,000,000
Total Board Designated Reserve	$	5,486,795

Assigned fund balances encompass the portion of net fund resources reflecting the District's intended use of the resources. Assignment of resources can be done by the highest level of decision making or by a committee or official designated for that purpose. The District's Board of Directors has the authority to assign fund balance.

Current (assigned) fund balance reserve levels:

Sherar land acquisition	$	900,000
Total Board Assigned Reserve	$	900,000

Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

Current (restricted) fund balance:

Purchase of coastal property	$	2,338,555
Total Restricted fund balance	$	2,338,555

Liabilities include accounts payable (bills we haven't yet paid including Cal Card expenses), unpaid expenses that we owe, loans (notes payable), and future expenses.

The attached balance sheet compares the District's financial position as of January 31, 2017, this fiscal year, to January 31 of last fiscal year. The column labeled "Jan 31, 17" lists this fiscal year's assets and liabilities. The column labeled "Jan 31, 16" lists last fiscal year's assets and liabilities.

The “$ Change” column shows the difference in dollars between the two fiscal years as of January 31, 2017.

The “% Change” column shows the amount as a percentage of change over the prior year. Any variance from last fiscal year to this fiscal year greater than 10% is footnoted with a corresponding explanation on the final page of the Balance Sheet.

Budget vs. Actual (**ATTACHMENT 2**): This report shows how well the District is meeting its budget for income and expenses in the current fiscal year. It is often referred to as a Profit & Loss report in the not-for-profit and for-profit business world. For each type of income or expense, the report compares the budgeted amounts to the actual income and expenses.

The “Actual Revenue & Expenditures” column reports the amount of revenue received or the expenditures made as of the date in the column. The attached report was prepared to compare seven months of fiscal year activity (July 2016 - January 2017) against the annual budget.

The “Adopted Budget” column reflects the Board approved budget for the fiscal year which runs from July 1 to June 30 each year. There may be amendments to the budget throughout the year. These upward or downward budget adjustments are reflected in the total of this column.

The “*$* Over/Under Budget” column shows the difference in dollars between the budgeted amount and the actual amount. A negative amount means that the District is under budget for the year; a positive amount means that it is over budget.

The “% of Budget” column shows the actual amount as a percentage of the budgeted amount. Less than 100% means that the District is under budget for the year; more than 100% means that it is over budget.

Government agencies use a double entry accounting method. The Other Income/Expense Contra Accounts section at the bottom of the report reflects a prior auditor request that we use contra accounts for our journal entry adjustments to assist the auditors in their review and examination of the financial statements.

Budget vs. Actual Previous Year Comparison (**ATTACHMENT 3**): This report compares the District's actual revenue and expenditures for a particular time period (July - January) of the current fiscal year with that of the same time period (July - January) last fiscal year.

The "Jul '16 - Jan 17" column reflects the current fiscal year revenue and expenditures for the months of July through January.

The "Jul '15 – Jan 16" column shows revenue and expenditures last fiscal year for the months of July through January.

The "$ Change" shows the difference between the two fiscal years as of January 31.

The "% Change" column shows the difference between the two fiscal years as a percentage.

Any percentage of change greater than 100% is footnoted on the last page of the report. The large variances between the two years can be the result of new projects, new and unexpected events, or seasonal timing of work.

Government agencies use a double entry accounting method. The Other Income/Expense Contra Accounts section at the bottom of the report reflects a prior auditor request that we use contra accounts for our journal entry adjustments to assist the auditors in their review and examination of the financial statements.

INCOME ACCOUNTS

Property and Assessment District Taxes

The Districts income consists mainly of property taxes and Assessment District revenue.

Interest

Interest earnings are derived from the District's investment accounts: a Rabobank Public Investment Money Market Account; CalTRUST; and LAIF.

The District prepares a quarterly investment report as required by Policy for the Boards review in November, February, May and August.

Rent

Rental income comes from housing that exists on District owned land. Currently there are four out of five properties being rented. Three are occupied by District employees and one is occupied by a member of the public. One property previously rented to the public is currently unoccupied and awaiting possible repairs pending county permitting approval. This vacancy has resulted in a decrease in the current fiscal year's rental income.

Donations

Donations are generally received from donations for maps and memorial benches.

Reimbursements

Reimbursements vary from year to year and may include items such as claims, rebates, and state mandated costs.

Environmental Education Programs

Revenue from Environmental Education Programs varies depending on whether the District is charging for Let's Go Outdoor programs.

Other Revenue

In addition other miscellaneous revenue, the District has at times offered partnership advertising opportunities in the LGO catalogue. When available this income is recorded in this category.

Grant Income

The District aggressively pursues grant funding opportunities. These grants which have been awarded and received are recorded in this category.

It is important to note that these reports are unaudited and the numbers are subject to and do change as the District

closes its books June 30 each fiscal year end and not on a monthly basis. In addition, these reports are due and prepared for inclusion in the Board packet prior to all activity for the month being received and recorded. Final adjusting accounting entries are made at the close of the annual audit which generally occurs in December.

FISCAL IMPACT: Not Applicable – Informational Only

FUNDING BALANCE: Not Applicable – Informational Only

RECOMMENDATION: It is recommended that the Board receive, review and file the attached financial transaction reports: Balance Sheet Previous Year Comparison (**ATTACHMENT 1**), Budget vs. Actual (**ATTACHMENT 2**), and Budget vs. Actual Previous Year Comparison (**ATTACHMENT 3**) as presented.

Monterey Peninsula Regional Park District
Balance Sheet Prev Year Comparison
As of January 31, 2017

NOTE: These numbers are unaudited and subject to change

See footnotes for variances greater than 10%

	Jan 31, 17	Jan 31, 16	$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1010 · MPRPD Checking	29,290.15	45,989.04	-16,698.89	-36.3% (1)
1020 · Rabobank PIMMA	2,611,495.07	296,014.07	2,315,481.00	782.2% (2)
1030 · MPRPD-Benefit	9,657.67	12,115.38	-2,457.71	-20.3%
1040 · CalTrust Fund	8,804,642.39	9,586,160.00	-781,517.61	-8.2%
1050 · LAIF	105,188.50	104,587.14	601.36	0.6%
1060 · CalTrust Seawall Mitigation	2,338,554.77	2,321,127.92	17,426.85	0.8%
Total Checking/Savings	13,898,828.55	12,365,993.55	1,532,835.00	12.4%
Accounts Receivable				
1110 · Government Grants Receivable	49,961.00	0.00	49,961.00	100.0% (3)
1140 · Engineering/Administrative fee	11.95	100.97	-89.02	-88.2% (4)
Total Accounts Receivable	49,972.95	100.97	-89.02	49392.9%
Other Current Assets				
1163 · Deferred Outflow - Pensions	678,320.00	335,206.00	343,114.00	102.4% (5)
1165 · Pension Asset - PARS	0.00	47,475.00	-47,475.00	-100.0% (6)
1170 · Undeposited Funds	140.08	2,509.44	-2,369.36	-94.4% (7)
Total Other Current Assets	678,460.08	385,190.44	293,269.64	76.1%
Total Current Assets	14,627,261.58	12,751,284.96	1,826,015.62	14.7%
Fixed Assets				
1310 · GF Land & Improvements	60,576,697.02	60,188,215.39	388,481.63	0.6%
1320 · Building and Improvements	1,657,642.17	1,642,347.17	15,295.00	0.9%
1330 · Vehicles and Machinery	1,006,750.54	852,326.60	154,423.94	18.1% (8)
1399 · Accumulated Depreciation	-1,066,942.00	-990,956.00	-75,986.00	7.7%
Total Fixed Assets	62,174,147.73	61,691,933.16	482,214.57	0.8%
Other Assets				
1210 · Prefunded OPEB	944,285.00	986,851.00	-42,566.00	-4.3%
1220 · Other Assets - Acquis. Deposits	300,000.00	300,000.00	0.00	0.0%
1230 · Prepaid Insurance & Other	41,936.52	42,757.94	-821.42	-1.9%
Total Other Assets	1,286,221.52	1,329,608.94	-43,387.42	-3.3%
TOTAL ASSETS	**78,087,630.83**	**75,772,827.06**	**2,314,803.77**	**3.1%**

ATTACHMENT 1

Monterey Peninsula Regional Park District
Balance Sheet Prev Year Comparison
See footnotes for variances greater than 10% — As of January 31, 2017

	Jan 31, 17	Jan 31, 16	$ Change	% Change	
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
2010 - Accounts Payable	36,095.54	162,392.42	-126,296.88	-77.8%	(9)
Total Accounts Payable	36,095.54	162,392.42	-126,296.88	-77.8%	
Credit Cards					
2015 · Cal Card	5,548.22	5,446.83	101.39	1.9%	
Total Credit Cards	5,548.22	5,446.83	101.39	1.9%	
Other Current Liabilities					
2020 - Payroll Liabilities	19,726.77	18,797.49	929.28	4.9%	
2030 · Rental/Security Deposit	2,700.00	2,700.00	0.00	0.0%	
2040 · Accrued Vacation	115,039.71	114,059.02	980.69	0.9%	
Total Other Current Liabilities	137,466.48	135,556.51	1,909.97	1.4%	
Total Current Liabilities	179,110.24	303,395.76	-124,285.52	-41.0%	
Long Term Liabilities					
2057 · Note Payable - Pebble Beach Co.	3,950,000.00	5,450,000.00	-1,500,000.00	-27.5%	(10)
2070 · Pension Liability - CalPERS	2,366,255.00	1,973,232.00	393,023.00	19.9%	(11)
2073 · Deferred Inflow - Pensions	241,806.00	466,370.00	-224,564.00	-48.2%	(12)
Total Long Term Liabilities	6,558,061.00	7,889,602.00	-1,331,541.00	-16.9%	
Total Liabilities	6,737,171.24	8,192,997.76	-1,455,826.52	-17.8%	
Equity					
3010 · Retained Earnings	12,966,429.01	9,471,123.09	3,495,305.92	36.9%	(13)
3020 · Investment in Fixed Assets	50,426,792.29	50,426,792.29	0.00	0.0%	
3030 · Equity - Pension Related	-1,929,741.00	-2,056,921.00	127,180.00	-6.2%	
3050 · Unreserved Fund Balance - GF	7,333,056.40	7,333,056.40	0.00	0.0%	
Net Income	2,553,922.89	2,405,778.52	148,144.37	6.2%	
Total Equity	71,350,459.59	67,579,829.30	3,770,630.29	5.6%	
TOTAL LIABILITIES & EQUITY	**78,087,630.83**	**75,772,827.06**	**2,314,803.77**	**3.1%**	

Monterey Peninsula Regional Park District
Balance Sheet Prev Year Comparison
See footnotes for variances greater than 10% — As of January 31, 2017

	Jan 31, 17	Jan 31, 16	$ Change	% Change

(#) Footnotes for variances greater than 10%

(1) Account fluctuates based on cash flow requirements & interest rates offered in other accounts

(2) Holding property tax funds longer in PIMMA account due to volatile interest earnings in CalTrust

(3) Recording of BWET Grant receivable

(4) District issued invoices

(5) Recorded the change in pension liability from prior year

(6) Recorded the change in PARS defined benefit from prior year

(7) Funds on hand that have yet to be deposited

(8) Recorded the purchase of (4) O&M vehicles

(9) Do not have payables for PCRP parking lot project this fiscal year

(10) Paydown of note payable for JSMPFP

(11)Recorded the change in pension liability from prior year

(12)Recorded the change in pension liability from prior year

(13) Retained earnings is a Quickbooks closing account and changes with net income/loss

Monterey Peninsula Regional Park District
Budget vs. Actual
FY 2016-17

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17 Actual Revenue & Expenditures	Adopted Budget	$ Over/Under Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 · Property Tax	2,054,751.68	3,375,500.00	-1,320,748.32	60.9%
4015 · Interest Earnings	-16,135.32	50,000.00	-66,135.32	-32.3%
4020 · Rental Income	17,830.00	33,000.00	-15,170.00	54.0%
4030 · Donations	2,075.09	4,000.00	-1,924.91	51.9%
4035 · Reimbursements	604.17	0.00	604.17	100.0%
4040 · Environ. Education Progran	0.00	5,000.00	-5,000.00	0.0%
4045 · Other Revenue	4,015.00	6,000.00	-1,985.00	66.9%
4200· Grant Income				
4213 · Prop. 117	1,500,000.00	1,500,000.00	0.00	100.0%
4214 · BWET Grant	49,961.00	63,396.38	-13,435.38	78.8%
4215 · CR Parkway	10,000.00	0.00	10,000.00	100.0%
Total 4200 · Grant Income	1,559,961.00	1,563,396.38	-3,435.38	99.8%
4900 · Assessment Revenue	726,491.99	1,207,200.00	-480,708.01	60.2%
Total Income	4,349,593.61	6,244,096.38	-1,894,502.77	69.7%
Expense				
6100 · Administration				
6101 · Board Compensation	1,800.00	7,000.00	-5,200.00	25.7%
6102 · Salaries/Admin	153,883.71	310,500.00	-156,616.29	49.6%
6103 Part-time Salaries	18,698.62	38,300.00	-19,601.38	48.8%
6106 · Job Training & Education	3,498.37	5,000.00	-1,501.63	70.0%
6107 · Admin Employee Benefits				
6107.01 · Health Insurance	44,689.97	72,000.00	-27,310.03	62.1%
6107.02 · PERS	219,347.07	253,515.00	-34,167.93	86.5%
6107.03 · Dental Insurance	1,083.90	2,500.00	-1,416.10	43.4%
6107.04 · Vision Insurance	334.59	1,000.00	-665.41	33.5%
6107.05 · Long Term Disabili	1,191.36	3,000.00	-1,808.64	39.7%
6107.06 · PARS Fund	19,000.00	29,000.00	-10,000.00	65.5%
6107.07 · OPEB	0.00	8,985.00	-8,985.00	0.0%
6107 · Admin Employee Bene	0.00	0.00	0.00	0.0%
Total 6107 · Admin Employee Ben	285,646.89	370,000.00	-84,353.11	77.2%
6108 · Payroll Tax	820.03	0.00	820.03	100.0%
6108.01 · Payroll Tax - Misc.	395.80	0.00	395.80	100.0%
6109 · Payroll Tax/Personnel	10,990.15	25,000.00	-14,009.85	44.0%
6112 · Insurance/Comp	46,981.48	101,000.00	-54,018.52	46.5%

ATTACHMENT 2

Monterey Peninsula Regional Park District
Budget vs. Actual
FY 2016-17

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17 Actual Revenue & Expenditures	Adopted Budget	$ Over/Under Budget	% of Budget
6113 · Postage	8,872.94	15,000.00	-6,127.06	59.2%
6114 · Office Supplies	1,589.58	7,000.00	-5,410.42	22.7%
6120 · Printing	18,027.97	20,000.00	-1,972.03	90.1%
6122 · Legal Notice	4,161.48	8,000.00	-3,838.52	52.0%
6124 · Publications & Membership	12,091.99	13,000.00	-908.01	93.0%
6126 · Advertising	1,122.00	10,000.00	-8,878.00	11.2%
6130 · Travel, Conference/Meeting	5,767.52	10,000.00	-4,232.48	57.7%
6134 · Computer Maintenance	7,812.72	15,600.00	-7,787.28	50.1%
6136 · Equipment Maintenance	0.00	500.00	-500.00	0.0%
6137 · Equipment Rental	2,044.48	7,900.00	-5,855.52	25.9%
6138 · Vehicle Maintenance	272.76	1,200.00	-927.24	22.7%
6140 · Office Lease	39,039.84	78,300.00	-39,260.16	49.9%
6141- Bank Service Charges	130.00	300.00	-170.00	43.3%
6142 · Utilities	10,868.57	18,000.00	-7,131.43	60.4%
6147 · Elections	0.00	500,000.00	-500,000.00	0.0%
6148 · Property Taxes/Assessment	1,804.16	4,000.00	-2,195.84	45.1%
6149 · Prof/Special Services	88,530.16	193,700.00	-105,169.84	45.7%
6161 · Depreciation Expense	0.00	105.00	-105.00	0.0%
Total 6100 · Administration	724,851.22	1,759,405.00	-1,034,553.78	41.2%
6200 · Operations & Maintenance				
6202 · Salaries/Rangers	272,716.62	571,800.00	-299,083.38	47.7%
6204 · Seasonal/Contract Staff	540.82	10,000.00	-9,459.18	5.4%
6206 · Job Training & Education-O	1,443.00	7,000.00	-5,557.00	20.6%
6207 · Ranger Employee Benefits				
6207.01 · Health Insurance	76,845.37	165,000.00	-88,154.63	46.6%
6207.02 · PERS	49,964.52	108,000.00	-58,035.48	46.3%
6207.03 · Dental Insurance	3,615.00	8,000.00	-4,385.00	45.2%
6207.04 · Vision Insurance	1,107.49	2,447.00	-1,339.51	45.3%
6207.05 · Long Term Disabilit	2,937.98	6,500.00	-3,562.02	45.2%
6207.06 · PARS Fund / O&M	0.00	10,000.00	-10,000.00	0.0%
6207.07 · OPEB	0.00	28,953.00	-28,953.00	0.0%
6207 · Ranger Employee Ben	0.00	0.00	0.00	0.0%
Total 6207 · Ranger Employee Ben	134,470.36	328,900.00	-194,429.64	40.9%
6208 · Uniforms-O&M	3,000.00	3,500.00	-500.00	85.7%
6213 · Postage-O&M	28.13	100.00	-71.87	28.1%
6214 · Supplies	11,942.69	16,000.00	-4,057.31	74.6%
6216 · Tools-O&M	343.61	3,000.00	-2,656.39	11.5%

Monterey Peninsula Regional Park District
Budget vs. Actual
FY 2016-17

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17 Actual Revenue & Expenditures	Adopted Budget	$ Over/Under Budget	% of Budget
6220 · Printing-O&M	2,293.24	2,500.00	-206.76	91.7%
6224 · Publications/Memberships	313.00	350.00	-37.00	89.4%
6226 · Advertising	0.00	0.00	0.00	0.0%
6230 · Travel, Conferences, Meetir	0.00	5,000.00	-5,000.00	0.0%
6234 · Computer Maint/Supplies	5,091.85	10,000.00	-4,908.15	50.9%
6236 · Equipment Maintenance-O8	8,259.65	10,000.00	-1,740.35	82.6%
6237 · Equipment Rental-O&M	832.22	2,000.00	-1,167.78	41.6%
6238 · Vehicle Maint/Fuel	10,562.07	20,000.00	-9,437.93	52.8%
6241 · Janitorial Supplies	3,802.94	12,000.00	-8,197.06	31.7%
6242 · Utilities-O&M	18,368.66	50,000.00	-31,631.34	36.7%
6243 · Building Repairs	4,773.24	20,000.00	-15,226.76	23.9%
6245 · Resource Mgmt	448.04	4,500.00	-4,051.96	10.0%
6247 · Resource Mgmt. Trails	113.52	2,000.00	-1,886.48	5.7%
6249 · Prof Svcs/Spec Svcs/Permit	0.00	0.00	0.00	0.0%
6260 · Equipment-O&M	0.00	2,000.00	-2,000.00	0.0%
6262 · Depreciation Expense	0.00	66,700.00	-66,700.00	0.0%
6263 · Park Signs	1,153.89	2,000.00	-846.11	57.7%
6264 · Parking Lot	4,578.43	7,500.00	-2,921.57	61.0%
6265 · Soberanes Fire	19,788.46	0.00	19,788.46	100.0%
Total 6200 · Operations & Mainten	504,864.44	1,156,850.00	-651,985.56	43.6%
6300 · Environmental Ed./Com. Outreach				
6302 · Salaries/EE-CO	128,021.17	220,500.00	-92,478.83	58.1%
6304 · Seasonal/Contract Staff-Em	1,050.00	4,500.00	-3,450.00	23.3%
6306 · Job Training & Education-E	1,148.00	2,000.00	-852.00	57.4%
6307 · EE/CO Benefits				
6307.01 · Health Insurance	19,592.68	43,000.00	-23,407.32	45.6%
6307.02 · PERS	19,512.20	40,815.00	-21,302.80	47.8%
6307.03 · Dental Insurance	1,083.90	2,200.00	-1,116.10	49.3%
6307.04 · Vision Insurance	334.62	1,000.00	-665.38	33.5%
6307.05 · Long Term Disabilit	1,033.98	3,000.00	-1,966.02	34.5%
6307.06 · PARS Fund - EE/CC	0.00	5,300.00	-5,300.00	0.0%
6307.07 · OPEB	0.00	8,985.00	-8,985.00	0.0%
Total 6307 · EE/CO Benefits	41,557.38	104,300.00	-62,742.62	39.8%
6308 · Uniforms-Env. Ed	600.00	600.00	0.00	100.0%
6312 · Insurance - EE/CO	0.00	1,500.00	-1,500.00	0.0%
6313 · Postage-Env. Ed	10,673.65	21,500.00	-10,826.35	49.6%
6314 · Environmental Supplies	723.11	1,200.00	-476.89	60.3%

Monterey Peninsula Regional Park District
Budget vs. Actual
FY 2016-17

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17 Actual Revenue & Expenditures	Adopted Budget	$ Over/Under Budget	% of Budget	
6316 · Publications & Membership	33.00	400.00	-367.00	8.3%	
6320 · Printing-Env. Ed	10,781.54	22,000.00	-11,218.46	49.0%	
6326 · Advertising- Env. Edu	0.00	3,000.00	-3,000.00	0.0%	
6330 · Travel/Conf/Meetings	647.42	1,500.00	-852.58	43.2%	
6334 · Computer Maint/Supplies-E	3,598.22	5,500.00	-1,901.78	65.4%	
6337 · Equipment Rental/Leases	0.00	0.00	0.00	0.0%	
6338 · Vehicle Maint/Fuel-Env. Ed	2,589.42	2,000.00	589.42	129.5%	(1)
6342 · Utilities-Env. Ed	4,301.85	8,800.00	-4,498.15	48.9%	
6349 · Professional Services	2,373.80	8,500.00	-6,126.20	27.9%	
6350 · Interpretive Programs(parks	527.41	15,000.00	-14,472.59	3.5%	
6352 · Environmental Education	561.60	3,000.00	-2,438.40	18.7%	
6354 · Special Events	415.89	1,000.00	-584.11	41.6%	
6356 · Docent/Friends Program	571.35	7,000.00	-6,428.65	8.2%	
6359 · Depreciation - EECO	0.00	4,500.00	-4,500.00	0.0%	
6360 · Equipment-Env.Ed	0.00	2,000.00	-2,000.00	0.0%	
6363 · BWET Grant	12,947.11	63,396.38	-50,449.27	20.4%	
Total 6300 · Environmental Ed./Co	223,121.92	503,696.38	-280,574.46	44.3%	
6500 · Planning & Conservation					
6502 · Salaries-Land Cons./Res. M	94,770.86	189,300.00	-94,529.14	50.1%	
6504 · Seasonal/Contract Staff (LC	1,058.25	35,000.00	-33,941.75	3.0%	
6506 · Job Training & Education (I	199.00	2,000.00	-1,801.00	10.0%	
6507 · Employee Benefits					
6507.01 · Health Insurance	14,209.04	31,000.00	-16,790.96	45.8%	
6507.02 · PERS	16,112.97	34,608.00	-18,495.03	46.6%	
6507.03 · Dental Insurance	921.46	2,000.00	-1,078.54	46.1%	
6507.04 · Vision Insurance	267.42	1,000.00	-732.58	26.7%	
6507.05 · Long Term Disabilit	735.00	2,000.00	-1,265.00	36.8%	
6507.07 · OPEB	0.00	4,992.00	-4,992.00	0.0%	
Total 6507 · Employee Benefits	32,245.89	75,600.00	-43,354.11	42.7%	
6514 · Supplies (LC/RM)	633.89	2,000.00	-1,366.11	31.7%	
6534 · Computer Maint./Supplies (	1,038.04	1,500.00	-461.96	69.2%	
6538 · Vehicle Maint./Fuel	2,646.92	3,800.00	-1,153.08	69.7%	
6542 · Utilities - (LC/RM)	1,623.38	3,750.00	-2,126.62	43.3%	
6545.1 · Res.Mgt./Palo Corona	3,762.12	80,000.00	-76,237.88	4.7%	
6545.4 · Res.Mgt./Marina Dunes	7,125.00	22,500.00	-15,375.00	31.7%	
6545.5 · Res.Mgt./Frog Pond	0.00	0.00	0.00	0.0%	
6545.6 · Res.Mgt./GRRP	0.00	45,000.00	-45,000.00	0.0%	

Monterey Peninsula Regional Park District
Budget vs. Actual
FY 2016-17

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17 Actual Revenue & Expenditures	Adopted Budget	$ Over/Under Budget	% of Budget	
6549 · Professional Services-PCM	15,567.60	65,000.00	-49,432.40	24.0%	
6550 · PCM Land Acquisition	1,500,000.00	1,500,000.00	0.00	100.0%	
6561 · Depreciation - PCM	0.00	4,700.00	-4,700.00	0.0%	
Total 6500 · Planning & Conservat	1,660,670.95	2,030,150.00	-369,479.05	81.8%	
6900 · Assessment District					
6904 · Seasonal/Contract Staff-Ass	8,609.14	30,000.00	-21,390.86	28.7%	
6949 · Professional Services-Asse	37,282.52	25,000.00	12,282.52	149.1%	(2)
6950 · Garland Park Improvements	276.37	75,000.00	-74,723.63	0.4%	
6951 · Mill Creek Improvements	0.00	65,000.00	-65,000.00	0.0%	
6952 · Joyce Stevens Improvemen	0.00	35,000.00	-35,000.00	0.0%	
6961 · Equipment/Capital Outlay	0.00	15,000.00	-15,000.00	0.0%	
6961 · Vehicle Acquisition	129,282.01	135,000.00	-5,717.99	95.8%	
6966 · Palo Corona Improvements	7,833.44	120,000.00	-112,166.56	6.5%	
6972 · Locke Paddon Improvemen	0.00	0.00	0.00	0.0%	
6974 · Comm./Neigh. Park Improve	59,594.74	155,000.00	-95,405.26	38.4%	
6975 · Cachagua Ctr. Play Equip.	0.00	13,000.00	-13,000.00	0.0%	
6976 · Trail Construction & Rehab.	3,247.61	20,000.00	-16,752.39	16.2%	
6980 · Land Acquisition	55,968.00	700,000.00	-644,032.00	8.0%	
6987 · Sherar Lease/Option Pmt.	60,000.00	60,000.00	0.00	100.0%	
6990 · Invasive Weed Mgmt.	0.00	0.00	0.00	0.0%	
6991 · Parks Security Systems	1,177.43	5,000.00	-3,822.57	23.5%	
Total 6900 · Assessment District	363,271.26	1,453,000.00	-1,089,728.74	25.0%	
Employee Benefit Account					
199 · Sec. 125 (Med. Reimb.)	4,140.94				
Total Expense	3,480,920.73	6,903,101.38	-3,422,180.65	50.4%	
Net Ordinary Income	868,672.88	-659,005.00	1,527,677.88	-131.8%	
Other Income/Expense					
Other Expense					
16550 · PCM Land Acquisition Cor	-1,500,000.00				
16961 · Vehicle Acq.-Asses. Contr	-129,282.01				
16980 · Land Acquisitions/Imprv. (	-55,968.00				
Total Other Expense	-1,685,250.01				
Net Other Income	1,685,250.01				

Monterey Peninsula Regional Park District
Budget vs. Actual
FY 2016-17

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17 Actual Revenue & Expenditures	Adopted Budget	$ Over/Under Budget	% of Budget
Net Income	2,553,922.89	-659,005.00	3,212,927.89	-387.54%

(#) Footnotes for variances greater than 100%

(1) Rodent damage repairs

(2) PCRP General Plan

Monterey Peninsula Regional Park District
Budget Vs. Actual Prev Year Comparison
July 2016 through January 2017

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17	Jul '15 - Jan 16	$ Change	% Change	
Ordinary Income/Expense					
Income					
4010 · Property Tax	2,054,751.68	1,921,563.57	133,188.11	-6.9%	
4015 · Interest Earnings	-16,135.32	45,914.36	-62,049.68	135.1%	(1)
4020 · Rental Income	17,830.00	18,203.00	-373.00	-2.0%	
4030 · Donations	2,075.09	2,356.09	-281.00	-11.9%	
4035 · Reimbursements	604.17	12,825.23	-12,221.06	-95.3%	
4040 · Environ. Education Programs	0.00	100.00	-100.00	-100.0%	
4045 · Other Revenue	4,015.00	3,495.00	520.00	14.9%	
4200 · Grant Income					
4213 · Prop. 117	1,500,000.00	1,500,000.00	0.00	0.0%	
4214 · BWET Grant	49,961.00	0.00	49,961.00	100.0%	
4215 · CR Parkway Grant	10,000.00	0.00	10,000.00	100.0%	
Total 4200 · Grant Income	1,559,961.00	1,500,000.00	59,961.00	4.0%	
4900 · Assessment Revenue	726,491.99	682,821.68	43,670.31	6.4%	
Total Income	4,349,593.61	4,187,278.93	162,314.68	-3.9%	
Expense					
6100 · Administration					
6101 · Board Compensation	1,800.00	3,700.00	-1,900.00	-51.4%	
6102 · Salaries/Admin	153,883.71	163,506.40	-9,622.69	-5.9%	
6103 · Part Time Salaries	18,698.62	0.00	18,698.62	100.0%	
6104 · Contract Staff	0.00	26,928.00	-26,928.00	-100.0%	
6106 · Job Training & Education	3,498.37	1,537.00	1,961.37	127.6%	(2)
6107 · Admin Employee Benefits					
6107.01 · Health Insurance	44,689.97	42,035.12	2,654.85	6.3%	
6107.02 · PERS	219,347.07	201,068.45	18,278.62	9.1%	
6107.03 · Dental Insurance	1,083.90	1,268.16	-184.26	-14.5%	
6107.04 · Vision Insurance	334.59	372.60	-38.01	-10.2%	
6107.05 · Long Term Disability Ins.	1,191.36	1,338.36	-147.00	-11.0%	
6107.06 · PARS Fund	19,000.00	19,000.00	0.00	0.0%	
6107.07 · OPEB	0.00	0.00	0.00	0.0%	
6107 · Admin Employee Benefits - Other	0.00	0.00	0.00	0.0%	
Total 6107 · Admin Employee Benefits	285,646.89	265,082.69	20,564.20	7.8%	
6108 · Payroll Tax	820.03	1,779.90	-959.87	-53.9%	
6108.01 · Payroll Expenses - Misc.	395.80	0.00	395.80	100.0%	
6109 · Payroll Tax/Personnel	10,990.15	9,916.07	1,074.08	10.8%	
6112 · Insurance/Comp	46,981.48	63,475.06	-16,493.58	-26.0%	

ATTACHMENT 3

Monterey Peninsula Regional Park District
Budget Vs. Actual Prev Year Comparison
July 2016 through January 2017

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17	Jul '15 - Jan 16	$ Change	% Change	
6113 · Postage	8,872.94	8,069.48	803.46	10.0%	
6114 · Office Supplies	1,589.58	3,939.11	-2,349.53	-59.6%	
6120 · Printing	18,027.97	18,163.45	-135.48	-0.7%	
6122 · Legal Notice	4,161.48	2,731.69	1,429.79	52.3%	
6124 · Publications & Membership	12,091.99	6,217.76	5,874.23	94.5%	
6126 · Advertising	1,122.00	12,912.50	-11,790.50	-91.3%	
6130 · Travel, Conference/Meeting	5,767.52	1,450.65	4,316.87	297.6%	(3)
6134 · Computer Maintenance	7,812.72	6,720.43	1,092.29	16.3%	
6136 · Equipment Maintenance	0.00	0.00	0.00	0.0%	
6137 · Equipment Rental	2,044.48	5,006.80	-2,962.32	-59.2%	
6138 · Vehicle Maintenance	272.76	232.95	39.81	17.1%	
6140 · Office Lease	39,039.84	36,788.34	2,251.50	6.1%	
6141- Bank Service Charges	130.00	115.00	15.00	13.0%	
6142 · Utilities	10,868.57	11,009.06	-140.49	-1.3%	
6147 · Elections	0.00	0.00	0.00	0.0%	
6148 · Property Taxes/Assessments	1,804.16	3,333.32	-1,529.16	-45.9%	
6149 · Prof/Special Services	88,530.16	110,147.91	-21,617.75	-19.6%	
Total 6100 · Administration	724,851.22	762,763.57	-37,912.35	-5.0%	
6200 · Operations & Maintenance					
6202 · Salaries/Rangers	272,716.62	247,216.00	25,500.62	10.3%	
6204 · Seasonal/Contract Staff	540.82	2,295.05	-1,754.23	-76.4%	
6206 · Job Training & Education-O&M	1,443.00	7,317.26	-5,874.26	-80.3%	
6207 · Ranger Employee Benefits					
6207.01 · Health Insurance	76,845.37	61,658.81	15,186.56	24.6%	
6207.02 · PERS	49,964.52	45,746.05	4,218.47	9.2%	
6207.03 · Dental Insurance	3,615.00	3,070.80	544.20	17.7%	
6207.04 · Vision Insurance	1,107.49	896.64	210.85	23.5%	
6207.05 · Long Term Disability Insurance	2,937.98	2,412.30	525.68	21.8%	
6207.06 · PARS Fund /O&M	0.00	0.00	0.00	0.0%	
Total 6207 · Ranger Employee Benefits	134,470.36	113,784.60	20,685.76	18.2%	
6208 · Uniforms-O&M	3,000.00	3,000.00	0.00	0.0%	
6213 · Postage	28.13	3.94	24.19	614.0%	(4)
6214 · Supplies	11,942.69	8,690.48	3,252.21	37.4%	
6216 · Tools-O&M	343.61	2,634.12	-2,290.51	-87.0%	
6220 · Printing-O&M	2,293.24	0.00	2,293.24	100.0%	
6224 · Publications/Memberships	313.00	170.00	143.00	84.1%	
6230 · Travel, Conferences, Meetings	0.00	1,057.72	-1,057.72	-100.0%	
6232 · Mileage Reimbursement-O&M	0.00	0.00	0.00	0.0%	

Monterey Peninsula Regional Park District
Budget Vs. Actual Prev Year Comparison
July 2016 through January 2017

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17	Jul '15 - Jan 16	$ Change	% Change	
6234 · Computer Maint/Supplies	5,091.85	4,466.09	625.76	14.0%	
6236 · Equipment Maintenance-O&M	8,259.65	3,157.58	5,102.07	161.6%	(5)
6237 · Equipment Rental-O&M	832.22	1,354.03	-521.81	-38.5%	
6238 · Vehicle Maint/Fuel	10,562.07	9,689.35	872.72	9.0%	
6241 · Janitorial Supplies	3,802.94	4,698.56	-895.62	-19.1%	
6242 · Utilities-O&M	18,368.66	29,337.55	-10,968.89	-37.4%	
6243 · Building Repairs	4,773.24	6,762.67	-1,989.43	-29.4%	
6245 · Resource Management	448.04	4,152.02	-3,703.98	-89.2%	
6247 · Resource Mgmt. Trails	113.52	561.47	-447.95	-79.8%	
6249 · Prof Svcs/Spec Svcs/Permits	0.00	340.00	-340.00	-100.0%	
6260 · Equipment-O&M	0.00	44.03	-44.03	-100.0%	
6263 · Park Signs	1,153.89	260.80	893.09	342.4%	(6)
6264 · Parking Lot	4,578.43	4,020.81	557.62	13.9%	
6265 · Soberanes Fire	19,788.46	0.00	19,788.46	100.0%	
Total 6200 · Operations & Maintenance	504,864.44	455,014.13	49,850.31	11.0%	
6300 · Environmental Ed./Com. Outreach					
6302 · Salaries/EE-CO	128,021.17	106,449.20	21,571.97	20.3%	
6304 · Seasonal/Contract Staff-Env. Ed	1,050.00	10,178.00	-9,128.00	-89.7%	
6306 · Job Training & Education-Env. E	1,148.00	914.00	234.00	25.6%	
6307 · EE/CO Benefits					
6307.01 · Health Insurance	19,592.68	17,416.35	2,176.33	12.5%	
6307.02 · PERS	19,512.20	18,332.22	1,179.98	6.4%	
6307.03 · Dental Insurance	1,083.90	1,083.90	0.00	0.0%	
6307.04 · Vision Insurance	334.62	312.30	22.32	7.1%	
6307.05 · Long Term Disability Insurance	1,033.98	1,033.98	0.00	0.0%	
Total 6307 · EE/CO Benefits	41,557.38	38,178.75	3,378.63	8.9%	
6308 · Uniforms-Env. Ed	600.00	300.00	300.00	100.0%	
6312 · Insurance - EE/CO	0.00	0.00	0.00	0.0%	
6313 · Postage-Env. Ed	10,673.65	10,765.00	-91.35	-0.8%	
6314 · Environmental Supplies	723.11	674.77	48.34	7.2%	
6316 · Publications & Memberships	33.00	0.00	33.00	100.0%	
6320 · Printing-Env. Ed	10,781.54	10,267.13	514.41	5.0%	
6326 · Advertising- Env. Edu	0.00	0.00	0.00	0.0%	
6330 · Travel/Conf/Meetings	647.42	4.50	642.92	14287.1%	(7)
6334 · Computer Maint/Supplies-Env. Ed	3,598.22	2,397.10	1,201.12	50.1%	
6337 · Equipment Rental/Leases	0.00	0.00	0.00	0.0%	
6338 · Vehicle Maint/Fuel-Env. Ed	2,589.42	850.74	1,738.68	204.4%	(8)
6342 · Utilities-Env. Ed	4,301.85	6,086.56	-1,784.71	-29.3%	

Monterey Peninsula Regional Park District
Budget Vs. Actual Prev Year Comparison
July 2016 through January 2017

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17	Jul '15 - Jan 16	$ Change	% Change	
6349 · Professional Services	2,373.80	2,825.03	-451.23	-16.0%	
6350 · Interpretive Programs(parks)	527.41	0.00	527.41	100.0%	
6352 · Environmental Education	561.60	180.42	381.18	211.3%	(9)
6354 · Special Events	415.89	601.51	-185.62	-30.9%	
6356 · Docent/Friends Program	571.35	921.44	-350.09	-38.0%	
6360 · Equipment-Env. Ed	0.00	0.00	0.00	0.0%	
6363 · BWET Grant	12,947.11	1,226.78	11,720.33	955.4%	(10)
Total 6300 · Environmental Ed./Com. Outreach	223,121.92	192,820.93	30,300.99	15.7%	
6500 · Planning & Conservation					
6502 · Salaries-Land Cons./Res. Mgmt.	94,770.86	91,311.20	3,459.66	3.8%	
6504 · Seasonal/Contract Staff (LC/RM)	1,058.25	1,154.35	-96.10	-8.3%	
6506 · Job Training & Education (LC/RM)	199.00	1,645.24	-1,446.24	-87.9%	
6507 · Employee Benefits					
6507.01 · Health Insurance	14,209.04	12,349.96	1,859.08	15.1%	
6507.02 · PERS	16,112.97	15,200.32	912.65	6.0%	
6507.03 · Dental Insurance	921.46	921.06	0.40	0.0%	
6507.04 · Vision Insurance	267.42	256.74	10.68	4.2%	
6507.05 · Long Term Disability Insurance	735.00	735.00	0.00	0.0%	
6507 · Employee Benefits - Other	0.00	0.00	0.00	0.0%	
Total 6507 · Employee Benefits	32,245.89	29,463.08	2,782.81	9.4%	
6514 · Supplies (LC/RM)	633.89	349.39	284.50	81.4%	
6530 · Conference & Travel (LC/RM)	0.00	2.56	-2.56	-100.0%	
6534 · Computer Maint./Supplies (LC/RM	1,038.04	829.37	208.67	25.2%	
6538 · Vehicle Maint./Fuel	2,646.92	412.09	2,234.83	542.3%	(11)
6542 · Utilities - (LC/RM)	1,623.38	2,935.03	-1,311.65	-44.7%	
6545.1 · Res.Mgt./Palo Corona	3,762.12	6,918.86	-3,156.74	-45.6%	
6545.4 · Res.Mgt./Marina Dunes	7,125.00	13,417.26	-6,292.26	-46.9%	
6549 · Professional Services-PCM	15,567.60	22,753.32	-7,185.72	-31.6%	
6550 · PCM Land Acquisition	1,500,000.00	1,500,000.00	0.00	0.0%	
Total 6500 · Planning & Conservation	1,660,670.95	1,671,191.75	-10,520.80	-0.6%	
6900 · Assessment District					
6904 · Seasonal/Contract Staff-Asses	8,609.14	7,569.36	1,039.78	13.7%	
6949 · Professional Services-Asses.	37,282.52	20,823.51	16,459.01	79.0%	
6950 · Garland Park Improvements	276.37	0.00	276.37	100.0%	
6960 · Equipment/Capital Outlay	0.00	0.00	0.00	0.0%	
6961 · Vehicle Acquisition-Asses.	129,282.01	0.00	129,282.01	100.0%	
6966 · Palo Corona Improvements	7,833.44	148,164.23	-140,330.79	-94.7%	

Monterey Peninsula Regional Park District
Budget Vs. Actual Prev Year Comparison
July 2016 through January 2017

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17	Jul '15 - Jan 16	$ Change	% Change	
6974 · Comm./Neigh. Park Improve.	59,594.74	19,166.81	40,427.93	210.9%	(12)
6976 · Trail Construction & Rehab.	3,247.61	4,087.35	-839.74	-20.5%	
6980 · Land Acquisition/Improvements	55,968.00	0.00	55,968.00	100.0%	
6987 · Sherar Lease/Option Pmt.	60,000.00	60,000.00	0.00	0.0%	
6991 · Parks Security Systems	1,177.43	227.00	950.43	418.7%	(13)
Total 6900 · Assessment District	363,271.26	260,038.26	103,233.00	39.7%	
Employee Benefit Account					
199 · Sec. 125 (Med. Reimb.)	4,140.94	206.77	3,934.17	1902.7%	(14)
Total Expense	3,480,920.73	3,342,035.41	138,885.32	4.2%	
Net Ordinary Income	868,672.88	845,243.52	23,429.36	2.8%	
Other Income/Expense					
Other Income					
9998 · Gain/Loss on Disposal of Assets	0.00	535.00	-535.00	-100.0%	
Total Other Income	0.00	535.00	-535.00	-100.0%	
Other Expense					
16550 · PCM Land Acquisition Contra	-1,500,000.00	-1,500,000.00	0.00	0.0%	
16961 · Vehicle Acq.-Asses. Contra	-129,282.01	0.00	-129,282.01	-100.0%	
16980 · Land Acquisitions/Imprv. Contra	-55,968.00	-60,000.00	4,032.00	-6.7%	
Total Other Expense	-1,685,250.01	-1,560,000.00	-125,250.01	8.0%	
Net Other Income	-1,685,250.01	1,560,535.00	124,715.01	-208.0%	
Net Income	2,553,922.89	2,405,778.52	148,144.37	6.16%	

Monterey Peninsula Regional Park District
Budget Vs. Actual Prev Year Comparison
July 2016 through January 2017

Note: These numbers are unaudited & subject to change

See footnotes for percentage of budget greater than 100%

	Jul '16 - Jan 17	Jul '15 - Jan 16	$ Change	% Change

(#) Footnotes for variances greater than 100%

(1) Interest rates and investments performance down from prior year

(2) Strategic Plan commitment for staff to acquire additional training

(3) Strategic Plan commitment for staff to acquire additional training

(4) More postage required than previous year

(5) 30K miles service on Toyota Prius

(6) Signs that needed replacing

(7) Strategic Plan commitment for staff to acquire additional training

(8) Rodent damage repairs not required in previous year

(9) Fingerprinting

(10) Timing of BWET invoicing

(11) Servicing of ATV

(12) Timing of reimbursement requests for Community/Neighborhood Grant Program

(13) Garland Gate Repair

(14) Employee funds in FSA account, fluctuates depending on claims for reimbursement