



## AGENDA

Tuesday, January 5, 2016

5:30 P.M. Closed Session

6:30 P.M. Open Session

### REGULAR MEETING

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

Council Chambers  
211 Hillcrest Avenue  
Marina, California

### VISION STATEMENT

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

### MISSION STATEMENT

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

1. CALL TO ORDER



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

Nancy Amadeo, David W. Brown, Gail Morton, Mayor Pro-Tem/Vice Chair Frank O'Connell, Mayor/Chair Bruce C. Delgado

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

- a. Conference with Legal Counsel-Anticipated Litigation. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Number of potential cases - one)
  
  - b. Labor Negotiations
    - i. Marina Employee Association
    - ii. Marina Management Employees Association
    - iii. Marina Public Safety Officers Association
    - iv. Marina Public Safety Manager’s Association
    - v. Marina Professional Firefighters Association
    - vi. Department Directors
      - 1. Community Development Director
      - 2. Finance Director
      - 3. Fire Chief
      - 4. Police Chief
      - 5. Recreation and Cultural Services Director
- City Negotiators: Layne P. Long, City Manager and Employee Relations Officer
- c. Performance Evaluation, Unrepresented Employee – City Manager

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

- 4. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)
  
- 5. **SPECIAL PRESENTATIONS:** None
  
- 6. **SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR:** *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council’s jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council*
  
- 7. **CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY:** *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

a. ACCOUNTS PAYABLE:

- (1) Accounts Payable Check Numbers: 77509-77663, totaling \$2,650,731.82  
Wire transfers totaling: \$324,628.83

b. MINUTES:

- (1) December 15, 2016, Regular City Council Meeting

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID: None

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

g. APPROVAL OF AGREEMENTS:

- (1) City Council consider adopting Resolution No. 2016, approving Assignment and Assumption of agreement with Robert H. Abrams of San Carlos, California, for consultant services relating to a technical review of groundwater modeling conducted for the Monterey Peninsula Water Supply Project Draft Environmental Impact Report, by Jacobson James & Associates, Inc. of Roseville, California, and; authorizing the City Manager to execute Agreement subject to final review and approval by the City Attorney.
- (2) City Council consider adopting Resolution No. 2016-, approving a budget amendment of \$9,026 representing the City of Marina's cost sharing allocation for participation in the 911 Dispatch JPA Project Study; authorize the City Manager to execute documents if necessary for continued participation in the JPA Study; authorize the Finance Director to make necessary accounting and budgetary entries, with the funds for this study coming from unallocated fund balance

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS:

- a. City Council to receive staff report and adopt an ordinance and urgency ordinance to amend Marina Municipal Code, Title 17 (zoning) to add Section 17.04.464 to define “Marijuana Delivery,” Section 17.04.210.5 to define “Cultivation of Marijuana,” and 17.06.020, Subsections P and Q to prohibit the cultivation of marijuana and the delivery of marijuana in all zones.

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

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

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

- a. City Council consider adopting Resolution No. 2016-, authorizing: 1) Amendments to City Compensation Plan, Classification Plan, Job Descriptions and Salary Schedules for various city classifications; 2) Amendments to various Department Head and City Manager employment contracts; appropriate budgetary amendments to Fiscal Year 2015/16 budget.

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor’s Association [Mayor Bruce Delgado]
- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.

13. ADJOURNMENT:

**CERTIFICATION**

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 5:30 p.m., Wednesday, December 23, 2015.

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**ANITA SHARP, DEPUTY CITY CLERK**

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

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

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

*Supplemental materials received after the close of the final agenda and through noon on the day of the scheduled meeting will be available for public review at the City Clerk's Office during regular office hours and in a 'Supplemental Binder' at the meeting.*

*Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of \$55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at [marina@ci.marina.ca.us](mailto:marina@ci.marina.ca.us).*

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

Upcoming 2016 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation and Successor Agency of the Former Redevelopment Agency  
Regular Meetings: 5:30 p.m. Closed Session;  
6:30 p.m. Regular Open Sessions

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| <b>** Wednesday, January 20, 2016</b> | <b>** Wednesday, July 6, 2016</b>     |
| Tuesday, February 2, 2016             | Tuesday, July 19, 2016                |
| <b>**Wednesday, February 17, 2016</b> | <b>*** Wednesday, August 3, 2016</b>  |
| Tuesday, March 1, 2016                | Tuesday, August 16, 2016              |
| Tuesday, March 15, 2016               | <b>**Wednesday, September 7, 2016</b> |
| Tuesday, April 5, 2016                | Tuesday, September 20, 2016           |
| Tuesday, April 19, 2016               | Tuesday, October 4, 2016              |
| Tuesday, May 3, 2016                  | Tuesday, October 18, 2016             |
| Tuesday, May 17, 2016                 | Tuesday, November 1, 2016             |
| Tuesday, June 7, 2016                 | Tuesday, November 15, 2016            |
| Tuesday, June 21, 2016                | Tuesday, December 6, 2016             |
|                                       | Tuesday, December 20, 2016            |

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

**\*\*\* Regular Meeting rescheduled due to National Night Out Event**

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

CITY HALL HOLIDAYS  
(City Hall Closed)

Martin Luther King, Jr., Birthday -----Monday, January 18, 2016  
Presidents' Day----- Monday, February 15, 2016  
Memorial Day -----Monday, May 30, 2016  
Independence Day (City Offices Closed) -----Monday, July 4, 2016  
Labor Day -----Monday, September 5, 2016  
Veterans Day -----Friday, November 11, 2016  
Thanksgiving Day ----- Thursday, November 24, 2016  
Thanksgiving Break -----Friday, November 25, 2016  
Winter Break -----Friday, December 23, 2016 –Monday, January 2, 2017

2016 COMMISSION DATES

**Upcoming 2016 Meetings of Design Review Board**  
**3<sup>rd</sup> Wednesday of every month.** Meetings are held at the Council Chambers at 6:30 P.M  
\*\* = Change in location due to conflict with Council meeting

January 21, 2016	May 18, 2016	September 21, 2016
February 17, 2016	June 15, 2016	October 19, 2016
March 16, 2016	July 20, 2016	November 16, 2016
April 20, 2016	August 17, 2016	December 21, 2016

**Upcoming 2016 Meetings of Economic Development Commission**  
**1<sup>st</sup> Thursday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.

February 4, 2016	May 5, 2016	September 1, 2016
March 3, 2016	June 2, 2016	October 6, 2016
April 7, 2016	July 7, 2016	November 3, 2016
	August 4, 2016	December 1, 2016

**Upcoming 2016 Meetings of Planning Commission**  
**2<sup>nd</sup> and 4<sup>th</sup> Thursday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.

January 14, 2016	May 12, 2016	September 8, 2016
January 28, 2016	May 26, 2016	September 22, 2016
February 11, 2016	June 9, 2016	October 13, 2016
February 25, 2016	June 23, 2016	October 27, 2016
March 10, 2016	July 14, 2016	November 10, 2016
March 24, 2016	July 28, 2016	November 24, 2016 (Cancelled)
April 14, 2016	August 11, 2016	December 8, 2016
April 28, 2016	August 25, 2016	December 22, 2016 (Cancelled)

**Upcoming 2016 Meetings of Public Works Commission**  
**3<sup>rd</sup> Thursday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.

January 21, 2016	May 19, 2016	September 15, 2016
February 18, 2016	June 16, 2102	October 20, 2016
March 17, 2016	July 21, 2016	November 17, 2016
April 21, 2016	August 18, 2016	December 15, 2016

**Upcoming 2016 Meetings of Recreation & Cultural Services Commission**  
**1<sup>st</sup> Wednesday of every quarter month.** Meetings are held at the Council Chambers at 6:30 P.M.

March 2, 2016	June 1, 2016	September 7, 2016	December 7, 2016
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\*LIVE\* Marina, CA \*LIVE\*

# check 12-18-2015 w/detail & cash req'mt

Bank Account: 024 - Accounts Payable ZBA  
Batch Date: 12/18/2015

**Agenda Item 8a**  
**City Council Meeting of**  
**January 5, 2016**

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 024 - Accounts Payable ZBA</b>					
Check	12/18/2015	77509 Accounts Payable	Access Monterey Peninsula		27,189.42
	Invoice	Date	Description		Amount
	9-30-15	12/08/2015	1st Qtr PEG		27,189.42
Check	12/18/2015	77510 Accounts Payable	Ace Hardware		29.47
	Invoice	Date	Description		Amount
	056872	11/24/2015	Cable ties & batteries		29.47
Check	12/18/2015	77511 Accounts Payable	Ace Hardware		143.50
	Invoice	Date	Description		Amount
	056794	11/17/2015	Bldg Maint & Repair		26.04
	056764	11/16/2015	Bldg Maint & Repair		45.87
	056772	11/16/2015	Bldg Maint & Supplies		22.79
	056902	11/30/2015	Bldg Maint & Supply		21.71
	056905	11/30/2015	Bldg Maint & Supply		(3.26)
	056911	12/01/2015	Bldg Maint & Repair		4.32
	056912	12/01/2015	Bldg Maint & Repair		13.01
	056932	12/02/2015	Blue Box dot by fire hydrant		6.51
	056933	12/02/2015	Bldg Maint & Repair		6.51
Check	12/18/2015	77512 Accounts Payable	American Supply Co.		224.53
	Invoice	Date	Description		Amount
	2705968	11/23/2015	Material & Supply		224.53
Check	12/18/2015	77513 Accounts Payable	Aramark Uniform Service		195.20
	Invoice	Date	Description		Amount
	757048464	11/02/2015	Uniform Service		42.23
	757072487	11/16/2015	Uniform Service		42.23
	7570724880	11/16/2015	Uniform Service		40.52
	757072489	11/16/2015	Uniform Service		31.92
	757072490	11/16/2015	Uniform Service		38.30
Check	12/18/2015	77514 Accounts Payable	AT & T		305.37
	Invoice	Date	Description		Amount
	000007308502	11/15/2015	CALNET3-9391023480 (883-9669)		66.35



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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/18/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/18/2015	77521 Accounts Payable	City Of Gonzales		25,149.00
	Invoice	Date	Description		Amount
	09-16-15	09/16/2015	PRCS Agency Funds - Gonzales		25,149.00
Check	12/18/2015	77522 Accounts Payable	City Of Greenfield		25,149.00
	Invoice	Date	Description		Amount
	09-16-15	09/16/2015	PRCS Agency Funds - Greenfield		25,149.00
Check	12/18/2015	77523 Accounts Payable	City Of Salinas		100,595.00
	Invoice	Date	Description		Amount
	09-16-2015	09/16/2015	PRCS Agency Funds - Salinas		100,595.00
Check	12/18/2015	77524 Accounts Payable	City Of Seaside		86,225.00
	Invoice	Date	Description		Amount
	09-16-15	09/16/2015	PRCS Agency Funds - Seaside/PRVNT		86,225.00
Check	12/18/2015	77525 Accounts Payable	City Of Soledad		25,149.00
	Invoice	Date	Description		Amount
	09-16-15	09/16/2015	PRCS Agency Funds - Soledad		25,149.00
Check	12/18/2015	77526 Accounts Payable	Collins Electric Co.		10,029.00
	Invoice	Date	Description		Amount
	89611	10/29/2015	Pole , Electrical repair & Signs @ Ctr Island Del Monte/Reser		10,029.00
Check	12/18/2015	77527 Accounts Payable	Cornwell Tools		800.00
	Invoice	Date	Description		Amount
	72561	11/30/2015	Veh - Relocate Truck Lift		800.00
Check	12/18/2015	77528 Accounts Payable	CSFA-California State Firefighters Association		1,650.00
	Invoice	Date	Description		Amount
	8950	11/24/2015	CSFA Membership		1,650.00
Check	12/18/2015	77529 Accounts Payable	CSG Consultants		61,380.31
	Invoice	Date	Description		Amount
	B150687	11/03/2015	Plan Check Services (10/1/15 - 10/31/15)		3,404.81
	031164	11/18/2015	Cypress Cove LMD Eng Svc (9/26/15 - 10/30/15)		472.50



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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/18/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/18/2015	77533 Accounts Payable	Farmer Brothers Co.		54.38
	Invoice		Date	Description	Amount
		62939229 SO	12/03/2015	Coffee Supplies	54.38
Check	12/18/2015	77534 Accounts Payable	Ferguson Enterprise #795		143.96
	Invoice		Date	Description	Amount
		1133145	11/06/2015	Maint & Repair	143.96
Check	12/18/2015	77535 Accounts Payable	Goldfarb & Lipman		700.00
	Invoice		Date	Description	Amount
		117858	11/17/2015	Legal Services - Preston Park - October 2015	700.00
Check	12/18/2015	77536 Accounts Payable	Granite Construction Co.		890,945.53
	Invoice		Date	Description	Amount
		908512	11/19/2015	Sts - Material & Supplies	30.83
		913379	11/30/2015	2015 Roadway Transportation Enhancement Project (TEP)	890,914.70
Check	12/18/2015	77537 Accounts Payable	Graniterock/Pavex Construction		695.23
	Invoice		Date	Description	Amount
		929556	11/21/2015	Sand Bags	695.23
Check	12/18/2015	77538 Accounts Payable	Hinderliter, Dellamas & Associates		1,977.20
	Invoice		Date	Description	Amount
		0024577-IN	11/27/2015	Sales Tax 4th Qtr & Audit	1,977.20
Check	12/18/2015	77539 Accounts Payable	Home Depot Credit Service		23.18
	Invoice		Date	Description	Amount
		11-17-15	11/17/2015	Bldg Maint & Repair	23.18
Check	12/18/2015	77540 Accounts Payable	Kimley-Horn & Associates		10,134.00
	Invoice		Date	Description	Amount
		7144400	10/31/2015	Impact Fee Study	10,134.00
Check	12/18/2015	77541 Accounts Payable	King City		25,149.00
	Invoice		Date	Description	Amount
		09-16-15	09/16/2015	PRCS Agency Funds - King City	25,149.00
Check	12/18/2015	77542 Accounts Payable	Lexis Nexis Risk Data Management		50.00

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/18/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	20151130		11/30/2015	Data Retrieval - 11/15	50.00
Check	12/18/2015	77543 Accounts Payable	Mann, Urrutia, Nelson CPAS & Associates		17,280.00
	Invoice		Date	Description	Amount
	3942		10/31/2015	6-30-15 Audit	2,000.00
	3549		09/30/2015	6-30-15 Audit	2,500.00
	3360		09/15/2015	6-30-15 Audit Services	12,780.00
Check	12/18/2015	77544 Accounts Payable	Mar-Ken International K-9 Training Center		260.00
	Invoice		Date	Description	Amount
	0301-15		11/16/2015	K-9 Maintenance - 11/15	260.00
Check	12/18/2015	77545 Accounts Payable	MBASIA		1,015,086.30
	Invoice		Date	Description	Amount
	11-23-15		11/23/2015	MBASIA - Claim for Payment	172.00
	11-23-2015		11/23/2015	MBASIA - Claim for Payment	298.80
	160101-7		01/01/2016	FY15/16 Liab & WC Dec 2015 Bal Due	1,014,615.50
Check	12/18/2015	77546 Accounts Payable	MBay IT		6,615.91
	Invoice		Date	Description	Amount
	1230		12/04/2015	IT Support - November 2015	6,615.91
Check	12/18/2015	77547 Accounts Payable	Monterey Auto Supply		312.09
	Invoice		Date	Description	Amount
	387619		11/16/2015	Veh - Maint Parts & Supply	185.81
	387653		11/16/2015	Veh - Maint Parts & Supply	5.42
	387646		11/16/2015	Veh - Maint Parts & Supply	63.68
	387667		11/16/2015	Veh - Maint Parts & Supply	41.81
	387643		11/16/2015	Veh - Maint Parts & Supply	15.37
Check	12/18/2015	77548 Accounts Payable	Monterey County Convention & Visitors Bureau		66,388.41
	Invoice		Date	Description	Amount
	Jul 2015		12/17/2015	TID	18,414.99
	Aug 2015		12/17/2015	TID	17,280.45

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/18/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Sep 2015		12/17/2015	TID	16,246.89
	Oct 2015		12/17/2015	TID	14,446.08
Check	12/18/2015	77549 Accounts Payable	Monterey County Herald		411.22
	Invoice		Date	Description	Amount
		0005594194	10/31/2015	Notice to Bidder Tot Lot (10/15/15 - 10/20/15)	411.22
Check	12/18/2015	77550 Accounts Payable	Monterey County Treasurer		100.00
	Invoice		Date	Description	Amount
		12-02-15	12/02/2015	Parking Collection - November 2015	100.00
Check	12/18/2015	77551 Accounts Payable	Monterey Regional Waste Management District		2,277.74
	Invoice		Date	Description	Amount
		10-31-15	10/31/2015	Dump Fees - CW (10/1/15 - 10/29/15)	2,277.74
Check	12/18/2015	77552 Accounts Payable	Monterey Tire Service		570.50
	Invoice		Date	Description	Amount
		1-68858	11/16/2015	Disposal Fee of Tires - CW	19.55
		1 - 68877	11/30/2015	Goodyear Eagle Tire	550.95
Check	12/18/2015	77553 Accounts Payable	Muniservices		320.00
	Invoice		Date	Description	Amount
		39852	11/30/2015	Business License Tax Admin	320.00
Check	12/18/2015	77554 Accounts Payable	Office Depot		324.62
	Invoice		Date	Description	Amount
		808066957001	11/23/2015	Office Depot	215.73
		808066958001	11/20/2015	Office Depot	15.80
		808792273001	11/25/2015	Office Supplies-Finance	93.09
Check	12/18/2015	77555 Accounts Payable	Office Depot		147.19
	Invoice		Date	Description	Amount
		1866888158	11/17/2015	Office Supplies - PD Admin	65.17
		806777853001	11/19/2015	Office Supplies - PD Admin	82.02
Check	12/18/2015	77556 Accounts Payable	Office Depot		94.73

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	808498543001		11/24/2015	Office Supplies	94.73
Check	12/18/2015	77557 Accounts Payable	Pacific Gas & Electric		15,248.09
	Invoice		Date	Description	Amount
	827-8.NOV15		11/13/2015	PG&E - 0423929827-8	90.86
	535-3.NOV15		11/13/2015	PG&E - 6161832535-3	378.10
	851-0.NOV15		11/16/2015	PG&E - 3440977851-0	205.94
	483-6.NOV15		11/16/2015	PG&E - 3982644483-6	12,866.34
	172-2.NOV15		11/19/2015	PG&E - 5618207172-2	466.54
	362-9.NOV15		11/19/2015	PG&E - 5996678362-9	102.93
	683-2.NOV15		11/18/2015	PG&E 6217294683-2	799.20
	272-1.NOV15		11/18/2015	PG&E - 2862559272-1	44.59
	795-7.NOV15		11/20/2015	PG&E - 4467294795-7	192.02
	362-9.OCT15		10/20/2015	PG&E - 5996678362-9	101.57
Check	12/18/2015	77558 Accounts Payable	Peninsula Messenger LLC		120.00
	Invoice		Date	Description	Amount
	18035		11/30/2015	Daily Deposit pick-up	120.00
Check	12/18/2015	77559 Accounts Payable	Quest Diagnostics		24.50
	Invoice		Date	Description	Amount
	9162616513		11/24/2015	Drug Screen	24.50
Check	12/18/2015	77560 Accounts Payable	Redshift		7.85
	Invoice		Date	Description	Amount
	1708829-30		12/01/2015	DNS Hosting/Domain Redirecting	7.85
Check	12/18/2015	77561 Accounts Payable	Richard B. Standridge		2,400.00
	Invoice		Date	Description	Amount
	15-24		11/27/2015	Services/11-15/11-23-15	2,400.00
Check	12/18/2015	77562 Accounts Payable	Sherwin-Williams		98.41
	Invoice		Date	Description	Amount
	11-30-15		11/30/2015	Material & Supp;y	98.41
Check	12/18/2015	77563 Accounts Payable	Sign Works		120.94

# check 12-18-2015 w/detail & cash req'mt

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/18/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	17484		11/04/2015	Veh Material & Supplies	120.94
Check	12/18/2015	77564 Accounts Payable	SpeakWrite		262.60
	Invoice		Date	Description	Amount
	6b4c9135		12/01/2015	Transcription - 11/15	262.60
Check	12/18/2015	77565 Accounts Payable	Toshiba Financial Services		496.56
	Invoice		Date	Description	Amount
	292544459		11/25/2015	Copier Maintenance - PD Records	496.56
Check	12/18/2015	77566 Accounts Payable	Tri County Fire Protection		126.95
	Invoice		Date	Description	Amount
	95496		11/24/2015	Fire Protection Inspection	126.95
Check	12/18/2015	77567 Accounts Payable	Verizon Wireless		2,284.76
	Invoice		Date	Description	Amount
	9755747825		11/18/2015	Cell Phone Billing 10/19-11/18/15	1,477.75
	9755809480		11/18/2015	CDD Cell Phones (10/19/15 - 11/18/15)	320.60
	9755334767		11/10/2015	Monthly Verizon Bill-308174766	486.41
Check	12/18/2015	77568 Accounts Payable	Rabobank Visa Card Cardmember Service		38.18
	Invoice		Date	Description	Amount
	11-27-15		11/27/2015	Visa Statement - Nolan 11/15	38.18
Check	12/18/2015	77569 Accounts Payable	Rabobank Visa Card Cardmember Service		3,918.00
	Invoice		Date	Description	Amount
	11-27-15		11/27/2015	Visa - Police Department 11/15	3,918.00
Check	12/18/2015	77570 Accounts Payable	Rabobank Visa Card Cardmember Service		1,039.27
	Invoice		Date	Description	Amount
	11-27-15		11/30/2015	Visa - Comm Dev Dept (10/29/15 - 11/27/15)	1,039.27
Check	12/18/2015	77571 Accounts Payable	Rabobank Visa Card Cardmember Service		697.77
	Invoice		Date	Description	Amount
	11-27-15		11/27/2015	Visa Statement - Rodriguez 11/15	697.77
Check	12/18/2015	77572 Accounts Payable	Zoom Imaging Solutions		108.79

# check 12-18-2015 w/detail & cash req'mt

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/18/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	1565503		11/24/2015	Copier Maint - Operations 12/15	108.79
Check	12/18/2015	77573 Accounts Payable	AFLAC - Attn.:Remittance Process		2,411.83
	Invoice		Date	Description	Amount
	12-04-15		12/04/2015	AFLAC (12-04-15)	2,411.83
Check	12/18/2015	77574 Accounts Payable	Discovery Benefits, Inc.		711.87
	Invoice		Date	Description	Amount
	12-04-15		12/04/2015	Discovery Benefits (12-04-15)	711.87
Check	12/18/2015	77575 Accounts Payable	ICMA Retirement Trust		7,396.71
	Invoice		Date	Description	Amount
	12-04-15		12/04/2015	ICMA 457 Plan (12-04-15)	7,396.71
Check	12/18/2015	77576 Accounts Payable	Marina Employees Association		145.00
	Invoice		Date	Description	Amount
	12-04-15		12/04/2015	MEA Dues (12-04-15)	145.00
Check	12/18/2015	77577 Accounts Payable	Marina Police Association-MPOA		260.00
	Invoice		Date	Description	Amount
	12-04-15		12/04/2015	MPOA (12-04-15)	260.00
Check	12/18/2015	77578 Accounts Payable	Marina Professional Fire Fighters Association		200.00
	Invoice		Date	Description	Amount
	12-04-15		12/04/2015	MPFFA (12-04-15)	200.00
Check	12/18/2015	77579 Accounts Payable	Marina Public Safety Management Association		100.00
	Invoice		Date	Description	Amount
	12-04-15		12/04/2015	MPSMA Dues (12-04-15)	100.00
Check	12/18/2015	77580 Accounts Payable	Nationwide Retirement		1,150.00
	Invoice		Date	Description	Amount
	12-04-15		12/04/2015	Nationwide 457 Plan (12-04-2015)	1,150.00
Check	12/18/2015	77581 Accounts Payable	Police Officers Association - POA		1,144.00

# check 12-18-2015 w/detail & cash req'mt

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/18/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice		Date	Description		Amount
	12-04-15		12/04/2015	POA Dues (12-04-15)	1,144.00
024 Accounts Payable ZBA Totals:			Transactions: 73		\$2,471,088.36
Checks:		73		\$2,471,088.36	

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# check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 024 - Accounts Payable ZBA</b>					
Check	12/23/2015	77582 Accounts Payable	Ace Hardware		19.52
	Invoice	Date	Description		Amount
	056787	11/17/2015	Rat/Mouse Traps - Records		19.52
Check	12/23/2015	77583 Accounts Payable	Ace Hardware		86.76
	Invoice	Date	Description		Amount
	056962	12/03/2015	Bldg Maint & Repair		18.44
	056955	12/03/2015	Bldg Material & Repair		10.85
	056960	12/03/2015	Bldg Maint & Repair		16.28
	056952	12/03/2015	Bldg Maint & Supply		22.78
	056953	12/03/2015	Bldg Maint & Supply		(7.59)
	057043	12/11/2015	Bldg Maint & Repair		16.28
	057047	12/11/2015	Bldg Maint & Repair		3.03
	057098	12/16/2015	Bldg Maint & Repair		2.90
	057101	12/16/2015	Bldg Maint & Repair		3.79
Check	12/23/2015	77584 Accounts Payable	American Supply Co.		1,316.05
	Invoice	Date	Description		Amount
	2708056	12/14/2015	Bldg Maint & Supplies		1,316.05
Check	12/23/2015	77585 Accounts Payable	Aramark Uniform Service		305.94
	Invoice	Date	Description		Amount
	757096340	11/30/2015	Uniform Service		38.30
	757096337	11/30/2015	Uniform Service		42.23
	757096339	11/30/2015	Uniform Service		31.92
	757096338	11/30/2015	Uniform Service		40.52
	757120182	12/14/2015	Uniform Service - Public Works Crew		31.92
	757120183	12/14/2015	Uniform Service - Public Works Crew		38.30
	757120181	12/14/2015	Uniform Service - Public Works Crew		40.52
	757120180	12/14/2015	Uniform Service - Public Works Crew		42.23
Check	12/23/2015	77586 Accounts Payable	AT & T		1,569.55
	Invoice	Date	Description		Amount
	000007351885	11/28/2015	CALNET3-9391023460 (384-6009)		60.23

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# check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		000007351862	11/28/2015	CALNET3-9391023437 (384-0425)	7.87
		000007341152	11/27/2015	CALNET3-9391023476 (582-9611)	7.89
		000007351881	11/28/2015	CALNET3-9391023456 (384-4718)	7.89
		000007351872	11/28/2015	CALNET3-9391023447 (384-2901)	8.85
		000007351863	11/28/2015	CALNET3-9391023438 (384-0473)	34.65
		000007351889	11/28/2015	CALNET3-9391023462 (384-7547)	23.20
		000007351880	11/28/2015	CALNET3-9391023455 (384-4262)	45.13
		000007351871	11/28/2015	CALNET3-9391023446 (384-2721)	842.00
		000007351873	11/28/2015	CALNET3-9391023448 (384-2934)	6.24
		000007351864	11/28/2015	CALNET3-9391023439 (384-0552)	7.89
		000007351890	11/28/2015	CALNET3-9391023463 (384-7854)	7.89
		000007351876	11/28/2015	CALNET3-9391023451 (384-3715)	38.51
		000007351867	11/28/2015	CALNET3-9391023442 (384-1702)	6.58
		000007351893	11/28/2015	CALNET3-9391023466 (384-8477)	15.63
		000007351884	11/28/2015	CALNET3-9391023459 (384-5225)	138.39
		000007351866	11/28/2015	CALNET3-9391023441 (384-0888)	23.92
		000007351892	11/28/2015	CALNET3-9391023465 (384-8415)	71.12
		000007351883	11/28/2015	CALNET3-9391023458 (384-5222)	8.85
		000007351865	11/28/2015	CALNET3-9391023440 (384-0860)	7.98
		000007351891	11/28/2015	CALNET3-9391023464 (384-8308)	69.63
		000007351882	11/28/2015	CALNET3-9391023457 (384-5140)	21.23
		000007351896	11/28/2015	CALNET3-9391023469 (384-9337)	7.89
		000007351878	11/28/2015	CALNET3-9391023453 (384-3787)	8.18
		000007351869	11/28/2015	CALNET3-9391023444 (384-2083)	36.30
		000007351895	11/28/2015	CALNET3-9391023468 (384-9148)	8.26
		000007351877	11/28/2015	CALNET3-9391023452 (384-3717)	19.63
		000007351868	11/28/2015	CALNET3-9391023443 (384-2081)	12.30
		000007351894	11/28/2015	CALNET3-9391023467 (384-8760)	7.71
		000007351897	11/28/2015	CALNET3--9391023470 (384-9682)	7.71
Check	12/23/2015	77587 Accounts Payable	Avaya, Inc.		322.97
	Invoice		Date	Description	Amount
		2733583459	12/04/2015	CW - Phone System	322.97
Check	12/23/2015	77588 Accounts Payable	Branch's Janitorial		1,335.00
	Invoice		Date	Description	Amount

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## check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		225536	11/24/2015	Janitorial Service - 11/15	1,335.00
Check	12/23/2015	77589 Accounts Payable	Burton's Fire, Inc.		287.79
		Invoice	Date	Description	Amount
		S 29691	11/25/2015	Veh - Maint & Repair	287.79
Check	12/23/2015	77590 Accounts Payable	California Department of Justice		64.00
		Invoice	Date	Description	Amount
		134703	12/03/2015	DOJ Live Scans - 11/15	64.00
Check	12/23/2015	77591 Accounts Payable	Cintas Corporation		58.04
		Invoice	Date	Description	Amount
		630793314	11/30/2015	Cintas-Mat Service 11/15	58.04
Check	12/23/2015	77592 Accounts Payable	CSG Consultants		22,595.00
		Invoice	Date	Description	Amount
		031184	11/18/2015	Building Inspection (9/26/15 - 10/30/15)	11,900.00
		031187	11/18/2015	Preston Park Eng Svc (9/26/15 - 10/30/15)	170.00
		031431	12/10/2015	Building Inspection (10/31/15 - 11/27/15)	10,525.00
Check	12/23/2015	77593 Accounts Payable	Cypress Coast Ford Lincoln		1,258.86
		Invoice	Date	Description	Amount
		174926	12/08/2015	Veh - Maint & Repair	173.34
		174899	12/07/2015	Veh - Maint & Repair	14.64
		174884	12/04/2015	Veh - Maint & Repair	19.47
		174905	12/07/2015	Veh - Maint & Repair	19.47
		311512	12/14/2015	Veh - Maint & Repair	109.49
		311391	12/11/2015	Veh - Maint & Repair	512.64
		311467	12/11/2015	Veh - Maint & Repair	409.81
Check	12/23/2015	77594 Accounts Payable	Discovery Benefits, Inc.		62.50
		Invoice	Date	Description	Amount
		0000594713-IN	11/30/2015	Discovery Benefit	62.50
Check	12/23/2015	77595 Accounts Payable	Emergency Vehicle Specialists		709.68
		Invoice	Date	Description	Amount

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# check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	4843		12/02/2015	Unit #889-Replace L3Monitor & camera	200.00
	4858		12/07/2015	Unit #876 - Vehicle Strip & Factory Restore	509.68
Check	12/23/2015	77596 Accounts Payable	Enterprise Rent-A-Car - EAN Services, LLC		232.20
	Invoice		Date	Description	Amount
	7781975		11/30/2015	Car Rental - Rodriguez 11/15	232.20
Check	12/23/2015	77597 Accounts Payable	FedEx		35.50
	Invoice		Date	Description	Amount
	5-252-07665		12/11/2015	Shipping Charges - Preston Park Documents	35.50
Check	12/23/2015	77598 Accounts Payable	Fieldman, Rolapp & Associates		6,470.06
	Invoice		Date	Description	Amount
	22271		12/09/2015	Professional Services - Preston Park	6,470.06
Check	12/23/2015	77599 Accounts Payable	First Alarm		1,206.85
	Invoice		Date	Description	Amount
	879638		12/04/2015	Alarm Service - Battery Replacement	108.04
	888369		12/15/2015	Alarm Service - 304 Hillcrest Ave	331.02
	888368		12/15/2015	Alarm Service - 304 Hillcrest Ave - Burglar	244.23
	888356		12/15/2015	Alarm Service - 211 Hillcrest Ave - Burglar	109.26
	888357		12/15/2015	Alarm Service - 209 Cypress Ave - Burglar	121.62
	885100		12/15/2015	Alarm Service - 209 Cypress Ave - Fire	177.00
	888435		12/15/2015	Monitor Burg/Fire Station II 12/15	115.68
Check	12/23/2015	77600 Accounts Payable	Fort Ord Reuse Authority		10,764.54
	Invoice		Date	Description	Amount
	Dec 2015B		12/22/2015	Las Animas 50% Share Rent - Dec 2015	1,972.73
	Mar 2015B		12/22/2015	Las Animas 50% Share Rent - Mar 2015	2,342.00
	Nov 2015B		12/22/2015	Las Animas 50% Share Rent - Nov 2015	2,174.91
	Oct 2015B		12/22/2015	Las Animas 50% Share Rent - Oct 2015	2,149.62
	Sept 2015B		12/22/2015	Las Animas 50% Share Rent - Sept 2015	2,125.28
Check	12/23/2015	77601 Accounts Payable	Gavilan Pest Control		1,850.00
	Invoice		Date	Description	Amount
	0090693		04/30/2015	Pest Control Svc	1,600.00

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# check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	0095067		11/30/2015	Preston Park Sports Field - Pest Control Svc	175.00
	0095002		11/25/2015	Pest Control Svc @ Shoemaker & Locke Paddon Pond	75.00
Check	12/23/2015	77602 Accounts Payable	George T. Powell		950.00
	Invoice		Date	Description	Amount
	12012015		12/01/2015	Parking Rental - 12/15	950.00
Check	12/23/2015	77603 Accounts Payable	Goldfarb & Lipman		4,830.78
	Invoice		Date	Description	Amount
	117315		10/21/2015	Legal Services - September 2015	1,463.32
	118018		12/15/2015	Legal Services - General Successor Agency	2,486.96
	118019		12/15/2015	Legal Services - Marina Heights	438.50
	118020		12/15/2015	Legal Services - The Dunes	442.00
Check	12/23/2015	77604 Accounts Payable	Graniterock/Pavex Construction		91.08
	Invoice		Date	Description	Amount
	932989		12/05/2015	Streets Material & Repair	91.08
Check	12/23/2015	77605 Accounts Payable	Home Depot Credit Service		12.00
	Invoice		Date	Description	Amount
	09-25-15		09/25/2015	Bldg Maint & Repair	30.95
	09-25-15 CM		09/25/2015	Bldg Maint & Repair - Returned	(18.95)
Check	12/23/2015	77606 Accounts Payable	Integrity Printing		177.24
	Invoice		Date	Description	Amount
	34285		11/30/2015	Printing Service - Certificates	177.24
Check	12/23/2015	77607 Accounts Payable	Interstate Battery		118.35
	Invoice		Date	Description	Amount
	110051890		12/04/2015	Veh - Material & Supply	118.35
Check	12/23/2015	77608 Accounts Payable	Marina Backflow Co.		360.00
	Invoice		Date	Description	Amount
	4083		12/14/2015	Backflow test	120.00
	4047		11/18/2015	Backflow Test	240.00
Check	12/23/2015	77609 Accounts Payable	Marina Coast Water District		4,808.80



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# check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		QTP25706#2	12/18/2015	City-Wide Phone System - Payment #2	13,774.70
Check	12/23/2015	77612 Accounts Payable	Metropolitan Transportation Commission		1,500.00
		Invoice	Date	Description	Amount
		4926-AR9854	12/11/2015	StreetSaver- Renewal City of Mairina (2//16 - 1/31/17)	1,500.00
Check	12/23/2015	77613 Accounts Payable	Michael Baker International, Inc.		13,183.36
		Invoice	Date	Description	Amount
		925262	12/11/2015	TI29 Del Monte & Beach Intersection	13,183.36
Check	12/23/2015	77614 Accounts Payable	Microsoft		1,744.79
		Invoice	Date	Description	Amount
		E07001O4WN	12/11/2015	Citywide Microsoft 365 Monthly Subscription	921.29
		E07001O577	12/11/2015	Citywide Microsoft 365 Monthly Subscription	13.50
		E07001OUN	12/11/2015	Citywide Microsoft 365 Monthly Subscription	810.00
Check	12/23/2015	77615 Accounts Payable	Monterey Auto Supply		340.39
		Invoice	Date	Description	Amount
		390396	12/02/2015	Veh - Maint Parts & Supply	138.07
		390388	12/02/2015	Veh - Maint Parts & Supply	9.77
		392043	12/11/2015	Veh - Maint & Repair	42.08
		391949	12/11/2015	Veh Maint & Repair	10.87
		391931	12/10/2015	Veh - Maint Parts & Supply	28.74
		392450	12/14/2015	Veh - Maint Parts & Supply	44.41
		391965 CM	12/10/2015	Veh - Maint Parts & Supply	(11.64)
		393027	12/16/2015	Veh - Maint Parts & Supply	78.09
Check	12/23/2015	77616 Accounts Payable	Monterey Bay Systems		302.56
		Invoice	Date	Description	Amount
		257369	11/12/2015	BizHub951 Contract Billing	302.56
Check	12/23/2015	77617 Accounts Payable	Monterey Bay Urgent Care		25.00
		Invoice	Date	Description	Amount
		151021	11/20/2015	Monterey Bay Urgent Care	25.00
Check	12/23/2015	77618 Accounts Payable	Monterey County Business Council		500.00
		Invoice	Date	Description	Amount

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# check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		2015-156	12/10/2015	Membership Renewal - Dec 2015-November 2016	500.00
Check	12/23/2015	77619 Accounts Payable	Monterey County Herald		382.76
		Invoice	Date	Description	Amount
		0005625933	11/30/2015	Legal Notice (11/1/15 - 11/30/15)	382.76
Check	12/23/2015	77620 Accounts Payable	Monterey County Information Technology		1,414.75
		Invoice	Date	Description	Amount
		12-02-15	12/02/2015	Network Access & Radio Maint 10/15	1,414.75
Check	12/23/2015	77621 Accounts Payable	Monterey Regional Waste Management District		1,396.70
		Invoice	Date	Description	Amount
		11-30-15	11/30/2015	CW - Dump Fees (11/1/15 - 11/30/15)	1,396.70
Check	12/23/2015	77622 Accounts Payable	Monterey Tire Service		639.98
		Invoice	Date	Description	Amount
		1 - 69125	12/03/2015	City Wide - Tires	154.29
		1 - 69222	12/10/2015	City Wide - Tires	449.84
		1 - 69268	12/14/2015	City Wide - Tires	35.85
Check	12/23/2015	77623 Accounts Payable	MPC Fire Training		275.00
		Invoice	Date	Description	Amount
		02-10-15	12/18/2015	Training/Prado	275.00
Check	12/23/2015	77624 Accounts Payable	MRWPCA		740.90
		Invoice	Date	Description	Amount
		001627 113015	11/30/2015	12-001627 -211 Hillcrest Ave (11/1/15 - 12/31/15)	83.20
		001708 113015	11/30/2015	12-001708 - 304 Hillcrest Ave (11/1/15 - 12/31/15)	20.80
		003245 113015	11/30/2015	12-003245 - 0 Cardoza Ave-Abdy Way (11/1/15 - 12/31/15)	20.80
		003451 113015	11/30/2015	12-003451 - 0 Seaside Ave & Reservation Rd (11/1/15 - 12/31/15)	20.80
		000183 113015	11/30/2015	13-000183 - 4th Ave & DX Dr (11/1/15 - 12/31/15)	124.80
		000143 113015	11/30/2015	13-000143 - 3220 Imjin Rd (11/1/15 - 12/31/15)	15.30
		003949 113015	11/30/2015	12-003949 - 209 Cypress Ave (11/1/15 - 12/31/15)	56.90
		000192 113015	11/30/2015	12-000192 - 3200 Del Monte Blvd (11/1/15 - 12/31/15)	20.80
		000315 113015	11/30/2015	13-000344 - 100 12th Street( 11/1/15 - 12/31/15)	294.30
		000009 113015	11/30/2015	12-000009 - 208 Palm Ave (11/1/15 - 12/31/15)	83.20

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## check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/23/2015	77625 Accounts Payable	New Image Landscape Co.		2,590.00
	Invoice		Date	Description	Amount
		112662	11/30/2015	Landscaping	1,735.00
		112868X	11/23/2015	Removed fallen tree	855.00
Check	12/23/2015	77626 Accounts Payable	Newton Bros. Tire & Auto		60.00
	Invoice		Date	Description	Amount
		172011	01/31/2014	Veh - Maint & Repair	60.00
Check	12/23/2015	77627 Accounts Payable	Office Depot		493.30
	Invoice		Date	Description	Amount
		805571129002	11/12/2015	Office Supplies - Calendars	31.15
		811235983-001	12/09/2015	Office Supplies - Replacement Cartirdges CM Office	306.88
		813180370-001	12/18/2015	Office Supplies	155.27
Check	12/23/2015	77628 Accounts Payable	Office Depot		523.54
	Invoice		Date	Description	Amount
		806777854001	11/24/2015	Office Supplies - Investigations	40.40
		806777708001	11/20/2015	Office Depot - Police	9.77
		1867983291	11/20/2015	Office Depot - Police	67.52
		808100759001	11/23/2015	Office Supplies - Admin	214.86
		1872298255	12/02/2015	Office Supplies - Admin	127.49
		809662576001	12/01/2015	Office Supplies - Police	63.50
Check	12/23/2015	77629 Accounts Payable	Office Depot		62.61
	Invoice		Date	Description	Amount
		809665104001	12/01/2015	office Supplies	62.61
Check	12/23/2015	77630 Accounts Payable	Overhead Door Company		1,629.00
	Invoice		Date	Description	Amount
		66254	12/01/2015	Comm Svc	1,629.00
Check	12/23/2015	77631 Accounts Payable	Pacific Gas & Electric		10,139.35
	Invoice		Date	Description	Amount
		612-5.DEC15	12/10/2015	PG&E - 3220008612-5	36.07
		582-7.DEC15	12/10/2015	PG&E - 8161432582-7	122.23

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# check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		608-2.DEC15	12/11/2015	PG&E - 7383993608-2	274.13
		694-1.DEC15	12/11/2015	PG&E - 7269284694-1	651.25
		098-7.DEC15	12/10/2015	PG&E - 6800558098-7	1,189.43
		288-5.DEC15	12/11/2015	PG&E - 7175660288-5	398.66
		202-3.DEC15	12/11/2015	PG&E - 6594070202-3	81.14
		290-2.DEC15	12/11/2015	PG&E - 4300583290-2	11.27
		148-6.DEC15	12/01/2015	PG&E - 5593414148-6	125.97
		415-6.DEC15	12/10/2015	PG&E - 5972827415-6	33.14
		943-2.DEC15	12/10/2015	PG&E - 6150212943-2	55.13
		347-0.DEC15	12/10/2015	PG&E - 6258961347-0	168.41
		085-2.DEC15	12/11/2015	PG&E - 5434906085-2	104.96
		562-0.DEC15	12/12/2015	PG&E - 4758891562-0	829.94
		720-0.DEC15	12/11/2015	PG&E - 0167505720-0	568.30
		313-6.DEC15	12/03/2015	PG&E 6793435313-6	5,489.32
Check	12/23/2015	77632 Accounts Payable	Pacific Smog		119.25
	Invoice		Date	Description	Amount
		2328	11/30/2015	Veh - Maint & Repair	119.25
Check	12/23/2015	77633 Accounts Payable	Peninsula Messenger LLC		280.00
	Invoice		Date	Description	Amount
		18068	11/30/2015	Courier Service 11-15	280.00
Check	12/23/2015	77634 Accounts Payable	Pitney Bowes		1,064.19
	Invoice		Date	Description	Amount
		3814373-DC15	12/13/2015	Postage Meter Lease Payment - December 2015	1,064.19
Check	12/23/2015	77635 Accounts Payable	Premier Access Insurance		4,577.10
	Invoice		Date	Description	Amount
		12-09-15	12/09/2015	Dental Claims 12/09/15	3,988.50
		12-16-15	12/16/2015	Dental Claims 12/16/15	588.60
Check	12/23/2015	77636 Accounts Payable	Pure H2O		108.48
	Invoice		Date	Description	Amount
		4056	12/01/2015	Water Cooler Lease - 12/15	108.48
Check	12/23/2015	77637 Accounts Payable	Quill Corporation		400.65

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# check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	9894558		11/24/2015	Office Supplies - Records	58.62
	9800193		11/19/2015	Office Supplies - Records	21.70
	9753096		11/18/2015	Office Supplies - Records	5.96
	9926807		11/24/2015	Office Supplies - Records	287.05
	9929872		11/24/2015	Office Supplies - Records	5.90
	9969294		11/30/2015	Office Supplies - Records	21.42
Check	12/23/2015	77638 Accounts Payable	Richard B. Standridge		2,887.50
	Invoice		Date	Description	Amount
	15-25		12/11/2015	Services 12-01/12-10-15	2,887.50
Check	12/23/2015	77639 Accounts Payable	Robert R. Wellington		4,718.00
	Invoice		Date	Description	Amount
	23313		11/13/2015	MPWSP EIR	110.00
	23282		09/23/2015	Legal Services - UV Permits - August 2015	4,608.00
Check	12/23/2015	77640 Accounts Payable	RR Donnelley		98.44
	Invoice		Date	Description	Amount
	748903640		11/30/2015	1099MISC	98.44
Check	12/23/2015	77641 Accounts Payable	Ryan Ranch Printers		306.58
	Invoice		Date	Description	Amount
	17471		12/03/2015	Forms - Patrol	306.58
Check	12/23/2015	77642 Accounts Payable	Safety-Kleen Corp.		65.00
	Invoice		Date	Description	Amount
	68667655		12/03/2015	Veh - Maint & Supplies	65.00
Check	12/23/2015	77643 Accounts Payable	Shred-it USA		75.95
	Invoice		Date	Description	Amount
	9408426736		11/27/2015	Shredding Service - 11/15	75.95
Check	12/23/2015	77644 Accounts Payable	Sierra Springs & Alhambra		194.14
	Invoice		Date	Description	Amount
	9696351 112815		11/28/2015	CDD - Sierra Spring - Water Svc	113.78

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## check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		7266038-120415	12/04/2015	Water Cooler Rental/Replacement Water	80.36
Check	12/23/2015	77645 Accounts Payable	Thyssenkrupp Elevator Corporation		1,105.45
	Invoice		Date	Description	Amount
		302238314	12/01/2015	Elevator Svc at Police Dept (12/1/15 - 2/29/16)	1,105.45
Check	12/23/2015	77646 Accounts Payable	Toshiba Financial Services		779.20
	Invoice		Date	Description	Amount
		293446399	12/05/2015	Monthly Copier Charges	323.70
		292991304	11/30/2015	Copier Contract - Patrol 12/15	455.50
Check	12/23/2015	77647 Accounts Payable	Tri County Fire Protection		129.95
	Invoice		Date	Description	Amount
		SY 95625	12/07/2015	Fire Extinguisher Inspection @ VD Park	129.95
Check	12/23/2015	77648 Accounts Payable	Trucksis Enterprises		860.90
	Invoice		Date	Description	Amount
		8650	12/03/2015	Orion Retractor/Banner/Graphics	860.90
Check	12/23/2015	77649 Accounts Payable	United Parcel Service		15.82
	Invoice		Date	Description	Amount
		00008Y4481475	11/21/2015	Shipping charges to LN Curtis	15.82
Check	12/23/2015	77650 Accounts Payable	Universal Staffing		2,546.75
	Invoice		Date	Description	Amount
		100399	12/01/2015	Staffing-B.Arbor PPE 11/28/15	822.00
		100442	12/08/2015	Staffing B.Arbor - PPE 12/5/15	1,370.00
		100481	12/15/2015	Nguyen/12-12-15	156.75
		100441	12/08/2015	Nguyen/12-05-15	198.00
Check	12/23/2015	77651 Accounts Payable	USDA Rural Development		31,637.49
	Invoice		Date	Description	Amount
		10-01-2015B	10/01/2015	USDA Bond Pymt Case # 04-027-0942321991	31,637.49
Check	12/23/2015	77652 Accounts Payable	Valley Trophies & Detectors		413.58
	Invoice		Date	Description	Amount
		76054	12/01/2015	Plaques (8)	413.58

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# check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/23/2015	77653 Accounts Payable	Verizon Wireless		404.41
	Invoice		Date	Description	Amount
		9756198072	11/25/2015	Mobile charges for Oct 26 to Nov 25	404.41
Check	12/23/2015	77654 Accounts Payable	Zoom Imaging Solutions		127.41
	Invoice		Date	Description	Amount
		1565502	11/24/2015	Maintenance - Records 12/15	127.41
Check	12/23/2015	77655 Accounts Payable	AFLAC - Attn.:Remittance Process		2,304.94
	Invoice		Date	Description	Amount
		12-18-2015	12/18/2015	AFLAC (12-18-2015)	2,304.94
Check	12/23/2015	77656 Accounts Payable	Discovery Benefits, Inc.		711.87
	Invoice		Date	Description	Amount
		12-18-2015	12/18/2015	Discovery Benefits (12-18-2015)	711.87
Check	12/23/2015	77657 Accounts Payable	ICMA Retirement Trust		6,755.03
	Invoice		Date	Description	Amount
		12-18-2015	12/18/2015	ICMA 457 Plan (12-18-2015)	6,755.03
Check	12/23/2015	77658 Accounts Payable	Marina Employees Association		145.00
	Invoice		Date	Description	Amount
		12-18-2015	12/18/2015	MEA Dues (12-18-2015)	145.00
Check	12/23/2015	77659 Accounts Payable	Marina Police Association-MPOA		250.00
	Invoice		Date	Description	Amount
		12-18-2015	12/18/2015	MPOA (12-18-2015)	250.00
Check	12/23/2015	77660 Accounts Payable	Marina Professional Fire Fighters Association		200.00
	Invoice		Date	Description	Amount
		12-18-2015	12/18/2015	MPFFA (12-18-2015)	200.00
Check	12/23/2015	77661 Accounts Payable	Marina Public Safety Management Association		100.00
	Invoice		Date	Description	Amount
		12-18-2015	12/18/2015	MPSMA Dues (12-18-2015)	100.00

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## check 12-23-2015 with detail

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 12/23/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/23/2015	77662 Accounts Payable	Nationwide Retirement		950.00
	Invoice		Date	Description	Amount
	12-18-2015		12/18/2015	Nationwide 457 Plan (12-18-2015)	950.00
Check	12/23/2015	77663 Accounts Payable	Police Officers Association - POA		1,100.00
	Invoice		Date	Description	Amount
	12-18-2015		12/18/2015	POA Dues (12-18-2015)	1,100.00
024 Accounts Payable ZBA Totals:			Transactions: 82		\$179,643.46
	Checks:	82	\$179,643.46		



Home Profile Reporting Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests

**Common Tasks**



**Name:** City of Marina

**CalPERS ID:** 6160239453

**Menu**



**Payment Request Acceptance**

**Your request for payment has been accepted.**

- **Please print this page for your records.**
- If you need to contact us with questions regarding this payment, please have your Payment Confirmation Number for faster access.
- Your payment will be reflected in your CalPERS account once the payment has been received by CalPERS.
- Your payment account may take longer to post, depending upon your Financial Institution. Once your payment is processed, CalPERS will send a confirmation email to the email address in your profile.

**Payment Setup Total**

**Total Payment Amount:** \$96,195.38

**Payment Summary**

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1000637998	12/14/2015	100000014656805	Employer Billing, Health - Medical	EFT - Debit	122238420	\$96,195.38



Home Profile Reporting Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests

**Common Tasks**



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**Menu**



**Payment Request Acceptance**

Billing and Payments

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Super Funded Accounts

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Rate Plan Details

Payment Accounts

**Payment Setup Total**

**Total Payment Amount:** \$61,807.10

**Payment Summary**

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1000638007	12/14/2015	100000014551014	Employer Contribution, Classic, 1196, CalPERS, 2015/2016	EFT - Debit	122238420	\$14,934.87
1000638008	12/14/2015	100000014551015	Employer Contribution, Classic, 1197, CalPERS, 2015/2016	EFT - Debit	122238420	\$43,505.43
1000638009	12/14/2015	100000014553865	Employer Contribution, PEPR New, 25562, CalPERS, 2015/2016	EFT - Debit	122238420	\$708.40
1000638010	12/14/2015	100000014553866	Employer Contribution, PEPR New, 25563, CalPERS, 2015/2016	EFT - Debit	122238420	\$1,457.35
1000638011	12/14/2015	100000014554895	Employer Contribution, PEPR New, 26768, CalPERS, 2015/2016	EFT - Debit	122238420	\$1,201.05

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Home Profile Reporting Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests

**Common Tasks**



**Name:** City of Marina

**CalPERS ID:** 6160239453

**Menu**



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Billing and Payments

Super Funded Accounts

Rate Plan Details

Payment Accounts

**Payment Setup Total**

**Total Payment Amount:** \$105,921.44

**Payment Summary**

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1000640462	12/18/2015	100000014674047	Employer Billing, Health - Medical	EFT - Debit	122238420	\$105,921.44

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Build: v5.6.0.a Baseline: 151210\_130810\_v5.6\_Int.2531 **UID: 318**



Home Profile Reporting Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Member Requests

**Common Tasks**



**Name:** City of Marina

**CalPERS ID:** 6160239453

**Menu**



**Payment Request Acceptance**

Billing and Payments

Super Funded Accounts

Rate Plan Details

Payment Accounts

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**Payment Setup Total**

**Total Payment Amount:** \$60,704.91

**Payment Summary**

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1000640945	12/21/2015	100000014551014	Employer Contribution, Classic, 1196, CalPERS, 2015/2016	EFT - Debit	122238420	\$15,424.97
1000640946	12/21/2015	100000014551015	Employer Contribution, Classic, 1197, CalPERS, 2015/2016	EFT - Debit	122238420	\$41,930.70
1000640947	12/21/2015	100000014553865	Employer Contribution, PEPR New, 25562, CalPERS, 2015/2016	EFT - Debit	122238420	\$669.45
1000640948	12/21/2015	100000014553866	Employer Contribution, PEPR New, 25563, CalPERS, 2015/2016	EFT - Debit	122238420	\$1,457.35
1000640949	12/21/2015	100000014554895	Employer Contribution, PEPR New, 26768, CalPERS, 2015/2016	EFT - Debit	122238420	\$1,222.44



**DRAFT**

Agenda Item **8b(1)**  
City Council Meeting of  
January 5, 2016

**MINUTES**

**Tuesday, December 15, 2015**

**5:30 P.M. Closed Session**  
**6:30 P.M. Open Session**

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

Council Chambers  
211 Hillcrest Avenue  
Marina, California

**TELECONFERENCE LOCATION:<sup>1</sup>**

Benioff Children’s Hospital  
1925 Fourth Street, Sixth Floor  
San Francisco

**VISION STATEMENT**

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

**MISSION STATEMENT**

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

1. **CALL TO ORDER** 
2. **ROLL CALL & ESTABLISHMENT OF QUORUM:** (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, and Successor Agency of the Former Redevelopment Agency Members)  
  
Nancy Amadeo, David W. Brown, Gail Morton, Mayor Pro-Tem/Vice Chair Frank O’Connell, Mayor/Chair Bruce C. Delgado

<sup>1</sup> Note: Pursuant to Government Code Section 54953(b), this meeting will include teleconference participation by Council Member Gail Morton from the address above. This Notice and Agenda will be posted at the teleconference location

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

a. Labor Negotiations

- i. Marina Employee Association
- ii. Marina Management Employees Association
- iii. Marina Public Safety Officers Association
- iv. Marina Public Safety Manager’s Association
- v. Marina Professional Firefighters Association
- vi. Department Directors
  - 1. Community Development Director
  - 2. Finance Director
  - 3. Fire Chief
  - 4. Police Chief
  - 5. Recreation and Cultural Services Director

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

b. Performance Evaluation, Unrepresented Employee – City Manager

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

Robert Wellington reported out closed session: Council met at 5:30 as indicated with regard to the matters listed. 3a - Council received information from its negotiator, provided direction, no action was taken. 3b – Council conducted a portion of city manager performance evaluation, no action was taken.

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

5. SPECIAL PRESENTATIONS:

a. Certificate of Adjournment

- i. Charles Robert Drake

Mayor Delgado presented certificate

Council Member Amadeo commented on Bob Drakes willing to volunteer in many communities and all his accomplishments throughout his life.

b. Recreation Announcements

c. Tsunami Presentation Storm Ready Community Award

Presentation by Fire Chief McCoun, Fire Division Chief Hinckley and special award presented to City of Marina for being a Tsunami and Storm Ready City by Larry Smith, NOAA and Sherry Collins, County of Monterey Emergency Manager

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

- Patti Bradshaw – Announced there will be a Celebration of Life for Bob Drake tomorrow at the VFW on Crescent Ave at 3:30 PM. Everyone is welcomed
- Alan Freeze – Monterey Bay Karters presented the Marina Recreation Department with a check in the amount of \$1,000 for Marina's Community at Play Partnership Program.
- Mayor Pro-Tem O'Connell – Announced the Monterey-Salinas Transit effect as of December 5<sup>th</sup> any Monterey County Veteran is eligible to receive a Courtesy Card, which they will receive ½ fare discount on any ride. In order to receive their courtesy card the veteran needs to visit an MST Customer Service representative at the Monterey Bus Stop Shop or at the Salinas Transit Center or the Marina Transit Exchange during normal business hours and show a valid ID card issued by the Veterans Administration or the State of California. All CSUMB Students and faculty staff may board an MST fixed route or On-Call or Rides Bus System-wide for free upon presentation of a valid CSUMB ID Card.
- Mayor Delgado – Mayor thanked the staff and all the volunteers who put on the Senior Holiday Dinner at the Community Center last Sunday. Guitars Not Guns had their graduation ceremony at the Teen Center on Sunday afternoon; on Saturday was the opening day/ribbon cutting ceremony for the new Disk Golf course at LAMS Sports complex; volunteers came out during the raise to help clean up Locke Paddon Park of 175 piles of dog poo; Commented on the Teen Center Breakfast Program and Imjin Parkway paving project.

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

8. **CONSENT AGENDA:** *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

a. **ACCOUNTS PAYABLE:**

- (1) Accounts Payable Check Numbers: 77440-77508, totaling \$97,410.17  
Wire transfers totaling: \$284,106.19

b. MINUTES:

- (1) November 20, 2015, Special City Council Meeting
- (2) November 23, 2015, Special City Council Meeting
- (3) November 24, 2015, Special City Council Meeting
- (4) December 1, 2015, Regular City Council Meeting
- (5) December 4, 2015, Special City Council Meeting
- (6) December 8, 2015, Special City Council Meeting

c. CLAIMS AGAINST THE CITY: Noned. AWARD OF BID: Nonee. CALL FOR BIDS: Nonef. ADOPTION OF RESOLUTIONS:

- (1) City Council consider rescinding Resolution No. 2015-134 approving the 2016 City Council Meeting Schedule and adopting **Resolution No. 2015-138** approving the modified 2016 City Council Meeting schedule to include the January 5, 2016 meeting date to the schedule.
- (2) ~~City Council setting a date and time for a strategic Airport Development Workshop in February 2016, and; having the Workshop coincide with the presentation of the Marina Airport Master Plan Update, and; request that the City Manager establish an agenda for the Workshop subject to review and approval by the City Attorney.~~ ***Pulled by Council Member Amadeo, becomes agenda item 11a.***
- (3) City Council consider adopting **Resolution No. 2015-139**, accepting and authorizing submission of the revised Five (5) Year Airport Capital Improvement Plan (ACIP) for Federal Aviation Administration (FAA) grant funded airport improvement projects; and authorizing submission of a grant application to FAA for the 2016 designated project – Remove and replace airport beacon with new pole and perform a Pavement Maintenance Management Plan, at Marina Municipal Airport.

g. APPROVAL OF AGREEMENTS:

- (1) City Council consider adopting **Resolution No. 2015-140**, approving a Conditional Airport Special Activity Permit for the Summer Madness Festival at the Marina Municipal Airport on June 16 – June 20, 2016; authorizing Finance Director to make necessary accounting and budgetary entries; and authorizing City Manager to execute said Permit and take all other actions in furtherance of the Permit on behalf of City, subject to final review, revision and approval by the City Manager and City Attorney.
- (2) City Council consider adopting **Resolution No. 2015-141**, approving a Conditional Airport Use Permit for Monterey Bay Karters to conduct non-aviation related motorsport activity on the north tarmac at the Marina Municipal Airport; and authorizing City Manager to execute the Conditional Airport Use Permit on behalf of City, subject to final review and approval by City Attorney.

- (3) City Council consider adopting **Resolution No. 2015-142**, approving a Conditional Airport Use Permit for Marina Motorsports, Inc. to conduct non-aviation related motorsport activity on the south tarmac at the Marina Municipal Airport; and authorizing City Manager to execute the Conditional Airport Use Permit on behalf of City, subject to final review and approval by City Attorney.
  - (4) City Council consider adopting **Resolution No. 2015-143**, approving a Conditional Airport Use Permit for South Bay Regional Public Safety Training Consortium to conduct non-aviation related public safety cadet and officer automobile training activities on south tarmac at the Marina Municipal Airport; and authorizing City Manager to execute the Conditional Airport Use Permit on behalf of City, subject to final review and approval by City Attorney.
  - (5) City Council and Board Members consider adopting **Resolution No. 2015-144** and **Resolution No. 2015-03(NPC)** approving Amendment No. 9 To Management Agreement between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Alliance Communities Inc., for Abrams B Housing Area, subject to approval by the Federal National Mortgage Association, and authorizing City Manager/Executive Director to execute Amendment No. 9 to management agreement on behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.
  - (6) City Council and Board Members consider adopting **Resolution No. 2015-145**, and **Resolution No. 2015-03(PPSC-NPC)**, approving the Management Agreement between City of Marina, and Alliance Communities Inc., for Preston Park Housing Area; and authorize City Manager to execute Agreement on behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
  - i. MAPS: None
  - j. REPORTS: (RECEIVE AND FILE): None
  - k. FUNDING & BUDGET MATTERS: None
  - l. APPROVE ORDINANCES (WAIVE SECOND READING): None
  - m. APPROVE APPOINTMENTS:
    - (1) City Council consider adopting **Resolution No. 2015-146**, Council 2016 Assignments.

Council Member Brown requested that agenda items 8b(1), 8b(2), 8b(3) and 8b(5) be pulled and voted on separately so that he could abstain; and that is be noted that his absences be marked as excused.

**AMADEO/O’CONNELL: TO APPROVE THE CONSENT AGENDA MINUS 8b(1), 8b(2), 8b(3), 8b(5) and 8f(2). 5-0-0-0 Motion Passes**

**DELGADO/AMADEO: TO APPROVE AGENDA ITEMS 8b(1), 8b(2), 8b(3) and 8b(5) 4-0-0-1(Brown) Motion Passes**

- 9. PUBLIC HEARINGS: None
- 10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

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

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

- a. City Council setting a date and time for a strategic Airport Development Workshop in February 2016, and; having the Workshop coincide with the presentation of the Marina Airport Master Plan Update, and; request that the City Manager establish an agenda for the Workshop subject to review and approval by the City Attorney. ***Pulled by Council Member Amadeo, was agenda item 8f(2)***

Council Member Amadeo pulled this because a workshop on something that would go before public works commission, the planning commission and where there is opportunity to ask questions and review seemed somewhat redundant and then have it come to council anyway... does not understand why we would even need a workshop on this issue that’s going to have ample opportunity to be reviewed and council members could go to those meetings if they wanted to ask questions.

**O’CONNELL/MORTON: TO THAT THE CITY MANAGER TO SET A DATE AND TIME FOR A STRATEGIC AIRPORT DEVELOPMENT WORKSHOP IN FEBRUARY 2016, that COINCIDES WITH THE PRESENTATION OF THE MARINA AIRPORT MASTER PLAN UPDATE TO THE CITY COUNCIL AND REQUEST THE CITY MANAGER ESTABLISH AN AGENDA FOR THE WORKSHOP SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY. 4-1(Amadeo)-0 Motion Passes**

Public Comments: None received

- b. City Council consider adopting **Resolution No. 2015-147**, approving agreement between City of Marina and Kimley-Horn and Associates, Inc., (KHA) of Salinas, California, to provide traffic engineering services for the Dunes on Monterey Bay (“Dunes”) Traffic Impact Analysis (TIA) update; appropriate \$66,450 from Public Facilities Impact Fee Fund No. 29 (Roadway Impact Fees) to the City Capital Improvement Projects Fund No. 462.TBD; authorize the Finance Director to make the necessary accounting and budgetary entries; and authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

**DELGADO/MORTON: TO ADOPT RESOLUTION NO. 2015-147, APPROVING AGREEMENT BETWEEN CITY OF MARINA AND KIMLEY-HORN AND ASSOCIATES, INC., (KHA) OF SALINAS, CALIFORNIA, TO PROVIDE TRAFFIC ENGINEERING SERVICES FOR THE DUNES ON MONTEREY BAY (“DUNES”) TRAFFIC IMPACT ANALYSIS (TIA) UPDATE; APPROPRIATE \$66,450 FROM PUBLIC FACILITIES IMPACT FEE FUND NO. 29 (ROADWAY IMPACT FEES) TO THE CITY CAPITAL IMPROVEMENT PROJECTS FUND NO. 462.TBD; AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY. 5-0-0-0 Motion Passes**

Public Comments: None

- c. City Council consider adopting **Resolution No. 2015-148**, receiving informational report on the City’s Storm Water Program details, and; approving an agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina’s Storm Water Permit Program, and; authorizing the Finance Director to make necessary accounting and budgetary entries, and; authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

**DELGADO/AMADEO: TO ADOPT RESOLUTION NO. 2015-148, RECEIVING INFORMATIONAL REPORT ON THE CITY’S STORM WATER PROGRAM DETAILS, AND; APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND SAVE THE WHALES OF SEASIDE, CALIFORNIA, TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF MARINA’S STORM WATER PERMIT PROGRAM, AND; AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND THE \$600 FOR PERC POND EDUCATION BE REVISED AND BROUGHT BACK TO COUNCIL FOR REVIEW. 5-0-0-0 Motion Passes**

Public Comments:

- Margaret Davis – Support the motion, thinks it was very appropriate and showed fiduciary responsibility for the majority to question the contract last time this came before council. Hourly rate for Save the Whales still not clear.

- d. City Council consider adopting **Resolution No. 2015-149**, approving a consultant proposal by Aviation Management Consulting Group (AMCG) to conduct a specialized airport rent study for the Marina Municipal Airport; and approving appropriation of \$21,500 for these professional services; and authorizing Finance Director to make necessary accounting and budgetary entries; and authorizing City Manager to accept the proposal and execute the project authorization on behalf of City, subject to final review and approval by City Attorney.

**BROWN/AMADEO: TO ADOPT RESOLUTION NO. 2015-149, APPROVING A CONSULTANT PROPOSAL BY AVIATION MANAGEMENT CONSULTING GROUP (AMCG) TO CONDUCT A SPECIALIZED AIRPORT RENT STUDY FOR THE MARINA MUNICIPAL AIRPORT; AND APPROVING APPROPRIATION OF \$21,500 FOR THESE PROFESSIONAL SERVICES; AND AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZING CITY MANAGER TO ACCEPT THE PROPOSAL AND EXECUTE THE PROJECT AUTHORIZATION ON BEHALF OF CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY. 5-0-0-0 Motion Passes.**

Public Comments: None received

12. **COUNCIL & STAFF INFORMATIONAL REPORTS:**

- a. Monterey County Mayor’s Association [Mayor Bruce Delgado] – Next meeting is January 11, 2016

- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.

City Manager Long – The Village square was held up, the hardscape due to ADA compliance issues and those issues have been resolved and the hardscape will be moving forward to be completed and the landscaping plan has been also been approved. – The Cinemark Theater: local theaters have little say into what movies come to them. If it were up to them they would request all popular and highest rated movies. The movie companies and corporate offices control that. – Restaurant Cluster Project: staff has been meeting with developer and have come up with some ideas but the grade would change a little bit to accomplish some of those ideas. It will hopefully go before the DRB in January 2016.

- 13. ADJOURNMENT: The meeting adjourned at 9:05 PM in memory of Charles Robert “Bob” Drake

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Anita Sharp, Deputy City Clerk

ATTEST:

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Bruce C. Delgado, Mayor

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of January 5, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016- ,  
APPROVING ASSIGNMENT AND ASSUMPTION OF AGREEMENT  
WITH ROBERT H. ABRAMS OF SAN CARLOS, CALIFORNIA, FOR  
CONSULTANT SERVICES RELATING TO A TECHNICAL REVIEW OF  
GROUNDWATER MODELING CONDUCTED FOR THE MONTEREY  
PENINSULA WATER SUPPLY PROJECT DRAFT ENVIRONMENTAL  
IMPACT REPORT, BY JACOBSON JAMES & ASSOCIATES, INC. OF  
ROSEVILLE, CALIFORNIA, AND; AUTHORIZING THE CITY  
MANAGER TO EXECUTE AGREEMENT SUBJECT TO FINAL REVIEW  
AND APPROVAL BY THE CITY ATTORNEY**

**REQUEST:**

It is requested that the City Council:

1. Consider adopting Resolution No. 2016- , approving Assignment and Assumption of agreement with Robert H. Abrams of San Carlos, California, for consultant services relating to a technical review of groundwater modeling conducted for the Monterey Peninsula Water Supply Project Draft Environmental Impact Report, by Jacobson James & Associates, Inc. of Roseville, California, and;
2. Authorizing the City Manager to execute Agreement subject to final review and approval by the City Attorney.

**BACKGROUND:**

With regards to the Monterey Peninsula Water Supply Project (MPWSP) Draft Environmental Impact Report (DEIR) SWCA Consultants' comments were submitted to the CPUC on July 3, 2015. Additional comments prepared by hydro-geologist Robert H. Abrams were also submitted.

Retroactively, on July 13, 2015, the City of Marina entered into an Agreement for Consultant Services in an amount not to exceed \$9,900.00 for a technical review of groundwater modeling conducted for the MPWSP DEIR.

At the regular meeting of August 5, 2015, the Marina City Council adopted Resolution No. 2015-96, approving Amendment No. 1 to the Agreement between the City of Marina and Robert H. Abrams of San Carlos, California, for consultant services relating to a technical review of groundwater modeling conducted for the Monterey Peninsula Water Supply Project Draft Environmental Impact Report, extending the term of the Agreement to provide for the additional services, and increasing the compensation to be paid to Robert H. Abrams by an amount not to exceed \$21,360.00, for a total contract amount of \$31,350.00.

On September 28, 2015, Mr. Abrams announced that he was joining the firm of Jacobson James & Associates, Inc. of Roseville, California.

**ANALYSIS:**

An Assignment and Assumption Agreement has been prepared by the City Attorney to transfer the contract to Jacobson James. The original Agreement for Consultant Services and the Renewal and Amendment No. 1 to Agreement for Consultant Services with revised Scope of Services are attached as Exhibits A and B to the Assignment and Assumption Agreement (“**EXHIBIT A**” to the Resolution).

**Next Steps in MPWSP**

The CPUC Energy Division announced on September 8, 2015 that the MPWSP DEIR will be revised and recirculated as a joint DEIR/Draft Environmental Impact Statement (DEIS), in coordination with the Monterey Bay National Marine Sanctuary (MBNMS). The revised document is currently being readied for re-circulation. There have been no updates from the CPUC as to when to anticipate the release of the revised CEQA and new DEIS required by the National Environmental Policy Act (NEPA).

**CONCLUSION:**

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

Respectfully submitted,

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Theresa Szymanis, AICP CTP  
Acting Director  
Community Development Department

**REVIEWED/CONCUR:**

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Layne P. Long  
City Manager  
City of Marina

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING ASSIGNMENT AND ASSUMPTION OF AGREEMENT WITH ROBERT H. ABRAMS OF SAN CARLOS, CALIFORNIA, FOR CONSULTANT SERVICES RELATING TO A TECHNICAL REVIEW OF GROUNDWATER MODELING CONDUCTED FOR THE MONTEREY PENINSULA WATER SUPPLY PROJECT DRAFT ENVIRONMENTAL IMPACT REPORT, BY JACOBSON JAMES & ASSOCIATES, INC. OF ROSEVILLE, CALIFORNIA, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, on July 13, 2015, the City of Marina entered into an Agreement for Consultant Services in an amount not to exceed \$9,900.00 for a technical review of groundwater modeling conducted for the MPWSP DEIR, and;

WHEREAS, at the regular meeting of August 5, 2015, the Marina City Council adopted Resolution No. 2015-96, approving Amendment No. 1 to the Agreement between the City of Marina and Robert H. Abrams of San Carlos, California, for consultant services relating to a technical review of groundwater modeling conducted for the Monterey Peninsula Water Supply Project Draft Environmental Impact Report, extending the term of the Agreement to provide for the additional services, and increasing the compensation to be paid to Robert H. Abrams by an amount not to exceed \$21,360.00, for a total contract amount of \$31,350.00, and;

WHEREAS, on September 28, 2015, Mr. Abrams announced that he was joining the firm of Jacobson James & Associates, Inc. of Roseville, California, and;

WHEREAS, an Assignment and Assumption Agreement has been prepared by the City Attorney to transfer the contract to Jacobson James (“EXHIBIT A”)

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

1. Approve Assignment and Assumption of agreement with Robert H. Abrams of San Carlos, California, for consultant services relating to a technical review of groundwater modeling conducted for the Monterey Peninsula Water Supply Project Draft Environmental Impact Report, by Jacobson James & Associates, Inc. of Roseville, California, and;
2. Authorize the City Manager to execute Amendment No. 1 on behalf of City subject to final review and approval by the City Attorney

PASSED AND ADOPTED by the City of Marina City Council at a regular meeting duly held on the 5<sup>th</sup> day of January, 2016, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

## EXHIBIT A

### ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR CONSULTANT SERVICES WITH THE CITY OF MARINA, CALIFORNIA AND CONSENT TO ASSIGNMENT

**THIS ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT WITH THE CITY OF MARINA AND CONSENT TO ASSIGNMENT** (“Assignment Agreement”) is entered into as of \_\_\_\_\_, 2015, (“Effective Date”), by and among the City of Marina, California (the “City”), Robert H. Abrams, a sole proprietorship, (referred to herein as “Robert Abrams”), and Jacobson | James & Associates, Inc., a California corporation (referred to herein as “Jacobson James”).

#### Recitals

- A. On July 3, 2015, the City entered into a consulting services agreement with Robert Abrams, attached hereto and incorporated by this reference as **Exhibit “A,”** for the technical review of groundwater modeling conducted for the Monterey Peninsula Waters Supply Project Draft Environmental Impact Report.
- B. On August 5, 2015, the City and Robert Abrams entered into Renewal & Amendment No. 1 to the Agreement for Consultant Services, attached hereto and incorporated by this reference as **Exhibit “B,”** to provide for Contractor’s services to perform additional hydro-geological analysis; (2) provide for increased compensation, not to exceed \$31,350.00, to Contractor; and (3) to extend the term of the amended Agreement through the conclusion of the additional services. (The Agreement for Consultant Services, dated July 3, 2015, as amended by Renewal & Amendment No. 1 is hereinafter referred to as the “Agreement for Consulting Services.”
- C. Pursuant to the terms of the Agreement for Consultant Services, Robert Abrams may assign the contract to a qualified company, contingent upon approval of the City.
- D. Robert Abrams has entered into an exclusive employment agreement with Jacobson James which only permits the Robert Abrams to perform services under that employment agreement and therefore Robert Abrams is no longer able to performing services as a sole proprietor or as an individual.
- E. The City finds Jacobson James has the necessary skills, expertise, and financial fitness to perform the Agreement for Consultant Services according to the existing terms and conditions set forth in said Agreement for Consulting Services, and wishes to approve the assignment.
- F. Jacobson James wishes to assume the obligations of Robert Abrams under the Agreement for Consultant Services, which shall mean that the City shall perform its obligations under the Services Agreement in favor of Jacobson James and that the City and Robert Abrams shall each release the other from any obligations owed by the other to them under the Agreement for Consultant Services.

## Agreement

In consideration of the foregoing recitals, which by this reference are incorporated herein and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties hereby consent to the Assignment Agreement, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by the parties:

1. **Assignment.** Robert Abrams hereby conveys, assigns and transfers to Jacobson James all of Robert Abrams' right, title and interest in and to the Agreement for Consultant Services. Robert Abrams shall execute and deliver to Jacobson James such further assignments, acknowledgments and documents as Jacobson James may reasonable request in order to confirm or give notice of the transfer affected by this Assignment Agreement.
2. **Acceptance and Assumption.** Jacobson James hereby accepts the assignment of Robert Abrams' right, title and interest under the Agreement for Consultant Services, and shall be bound by all of the terms of the Agreement for Consultant Services in Robert Abrams' place and stead. Jacobson James assumes and shall faithfully perform and pay in Robert Abrams' stead, as and when due, any and all liabilities and obligations of Robert Abrams under the Agreement for Consultant Services. Jacobson James shall indemnify and hold harmless Robert Abrams from and against any and all liability, loss, damage or expenses (including without limitation, reasonable attorney's fees) arising or resulting from the failure of Jacobson James to perform or pay faithfully and punctually any liability or obligation hereby assumed.
3. **Consent of the City.** The City hereby consents to the assignment of Robert Abrams' right, title and interest under the Agreement for Consultant Services to Jacobson James, and the assumption by Jacobson James of any and all liabilities and obligations of Robert Abrams under the Agreement for Consultant Services upon the Effective Date. With effect from the Effective Date, the City hereby releases and discharges Robert Abrams from any and all obligations and liabilities owed to the City under the Agreement for Consultant Services, and accepts the obligations and liability of Jacobson James under the Agreement for Consultant Services.
4. **Release and Discharge.** With effect from the Effective Date, Robert Abrams releases and discharges the City from any and all obligations and liabilities owned to Robert Abrams under the Agreement for Consultant Services. With effect from the Effective Date, the City hereby releases and discharges Robert Abrams from any and all obligations and liabilities owed to the City under the Agreement for Consultant Services, and accepts the obligations and liabilities of Jacobson James under the Agreement for Consultant Services in lieu of the liability of Robert Abrams.
5. **Representations.**
  - 5.1 **Robert Abrams' Representations.** Robert Abrams hereby represents and warrants that (I) he has full power and authority to assign the Agreement for Consultant Services to

Jacobson James, (ii) has not previously transferred or conveyed his interest in the Agreement for Consultant Services to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into this Assignment Agreement.

5.2 Jacobson James' Representations, Jacobson James hereby represents and warrants that it has full power and authority to enter into this Assignment Agreement.

6. Miscellaneous Provisions.

6.1 Notices. Any notices required to be given under this Assignment Agreement shall be in writing and may be personally delivered, sent by nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested and shall be effective upon receipt at the appropriate address. Any notice give to the City, Robert Abrams, or Jacobson James shall be sent to the respective address set forth on the signature page below, or to such other address as such party may designate for service of notice.

6.2 Governing Law. This Assignment Agreement is governed by the laws of the State of California.

6.3 Construction and Interpretation. This Assignment Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Assignment Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged in this Assignment Agreement and shall be of no further force or effect. No party has been induced to enter into this Assignment Agreement by, nor is any party relying on, any representation or warrant outside those expressly set forth in this Assignment Agreement. This Assignment Agreement is binding on and inures to the benefit of the respective successors, assigns, and representatives of each of the parties.

6.4 Invalidity. Any provision of this Assignment Agreement which is determined by a court to be invalid or unenforceable shall be deemed severed, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part.

6.5 Headings. The headings used in this Assignment Agreement are for convenience only and shall be disregarded in interpreting its substantive provisions.

6.6 Interpretation. The terms and conditions of this Assignment Agreement are the result of arms' length negotiations between and among sophisticated parties and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not apply to the interpretation of this Assignment Agreement.

6.7 No Third party Beneficiaries. Nothing in this Assignment Agreement, whether express or implied, shall be construed to give any person or entity (other than Robert Abrams and Jacobson James and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment Agreement or any covenants, conditions or provisions contained herein.

6.8 Further Assurances. From and after the date of this Assignment Agreement, Robert Abrams and Jacobson James agree to do such things, perform such acts, and make, execute and acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Assignment Agreement and to carry of the purpose of this Assignment Agreement in accordance with its terms.

6.9 Amendments. No alteration of or amendment to this Assignment Agreement shall be effective unless given in writing and signed by the party or parties to be charged or bound by the alteration or amendment.

6.10 Counterparts. This Assignment Agreement may be signed in counterparts, each of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, this Assignment Agreement has been duly executed on the dates written below:

ASSIGNOR: ROBERT ABRAMS    ASSIGNEE: JACOBSON JAMES & ASSOCIATES, INC.

\_\_\_\_\_  
Address for Notice:  
Robert H. Abrams  
279 Devonshire Blvd.  
San Carlos, CA 94070

\_\_\_\_\_  
Address for Notice:  
Jacobson James & Associates, Inc.  
9083 Foothills Blvd. Suite 370  
Roseville, CA 95747

CITY: CITY OF MARINA

\_\_\_\_\_  
Address for Notice:  
City of Marina  
Attn: City Manager  
211 Hillcrest Ave.  
Marina, CA 93933

Attest:

\_\_\_\_\_  
Deputy City Clerk (Reso. 2015 - \_\_\_\_)

Approved as to form:

\_\_\_\_\_  
City Attorney

Exhibit A

**CITY OF MARINA  
AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** is made and entered into on July 3, 2015, by and between the City of Marina, a California charter city hereinafter referred to as the "City," and Robert H. Abrams, a sole proprietorship, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

**Recitals**

- A. City desires to retain Contractor to provide a technical review of groundwater modeling conducted for the Monterey Peninsula Water Supply Project Draft Environmental Impact Report (DEIR), as documented in Appendices E1 and E2 of the DEIR, hereinafter referred to as the "Project."
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

**Terms and Conditions**

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

**1. Scope of Work.**

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

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

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

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

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

## **2. Term of Agreement & Commencement of Work.**

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on July 31, 2015, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

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

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

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

## **3. Compensation.**

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed Nine Thousand Nine Hundred and Ninety Dollars (\$9,990.00) in accordance with the provisions of this Section and the Fee Schedule also attached hereto in Exhibit A and incorporated herein by this reference.

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

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

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

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

(f) There shall be no charge for transportation within Monterey, Santa Cruz and San Benito Counties required for the performance of the services under this Agreement; travel to other locations must be approved in writing and in advance by the City, mileage will be charged at the then current standard rate for business travel as set by the U.S. Internal Revenue Service for such approved travel.

#### **4. Termination or Suspension.**

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

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

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later

than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

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

**5. Project Administrator, Project Manager & Key Personnel.**

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

(b) Contractor designates Robert H. Abrams, Consulting Hydrologist as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

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

**6. Delegation of Work.**

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

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts,

errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

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

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

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

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

**10. Conflict of Interest.**

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion in relation to the Monterey Peninsula Water Supply Project groundwater modeling, as documented in Appendices E1 and E2 of the DEIR, during the term of this Agreement and as such, may not accept compensation, commission or payment of any type from any party appearing or represented in this matter before the California Public Utilities Commission, including the California American Water Company, in relation to this project.

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

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar function in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

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

**12. Non-Discrimination.**

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

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

**13. Indemnification.**

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses; defense costs including but not limited to reasonable attorney's fees; court costs; expert witness fees; and costs of alternate dispute resolution ("Liabilities"). The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) To the full extent permitted by law, and consistent with the subparagraph (a) above, the City, its Council, boards, commissions, employees, officials and agents, agree to defend, indemnify, and hold harmless the Contractor from any and all Liabilities to the extent same are attributable to the City's sole negligence, willful misconduct, or active negligence in the performance of this Agreement.

(c) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement by Contractor are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, the design professional shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional, or the acts or omissions of an officer, employee, agent or subcontractor of the design professional. The design professional's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then design professional's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(d) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. An allegation or determination of comparative active

negligence or willful misconduct by an Indemnified Party does not relieve the Contractor from its separate and distinct obligation to defend the City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

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

(f) The review, acceptance or approval of the Contractor's work or work product by any Indemnified Party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the completion of the services or the termination of this Agreement or this Section.

#### **14. Insurance.**

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

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

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

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

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

15. **Independent Contractor.** The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement. Subject to the provisions of Section 10 "Conflict of Interest," the Contractor shall not be prohibited during the term of this Agreement from contracting with other parties.

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

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

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

19. **Dispute Resolution.** If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be

shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

**20. Compliance With Laws.**

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

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

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

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

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

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

To Contractor:              Robert H. Abrams  
   279 Devonshire Blvd  
   San Carlos, California 94070  
   Fax: (650) 596-8005

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

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

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

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

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

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

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

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

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

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

32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

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

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

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

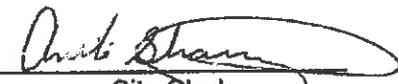
CITY OF MARINA

CONTRACTOR

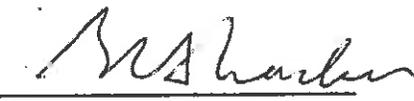
By:   
Name: PINK  
Its: \_\_\_\_\_  
Date: 7/13/15

By:   
Name: Robert H. Abrams  
Its: \_\_\_\_\_  
Date: 7/3/2015

Attest: (Pursuant to Resolution No. 2015-48)

By:   
City Clerk

Approved as to form:

By:   
Dep. City Attorney

**EXHIBIT A**

**Section 1 (a)**

**- SCOPE OF WORK and FEE SCHEDULE -**

**A-1**

**Robert H. Abrams, Ph.D., P.G., C.Hg.  
Consulting Hydrogeologist**

June 23, 2015

**Memorandum**

**To:** Theresa Szymanis  
Community Development Director, City of Marina

**From:** Bob Abrams

**Subject:** Scope of Work for Groundwater Model Review, Monterey Peninsula Water Supply Project

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This Memorandum provides information relevant to an impending contract between the City of Marina and Robert H. Abrams for a technical review of groundwater modeling conducted for the Monterey Peninsula Water Supply Project Draft Environmental Impact Report.

**Scope of Work**

The work to be performed for the City of Marina is to consist solely of a neutral, unbiased technical review of the groundwater modeling effort, as documented in Appendices E1 and E2 of the Monterey Peninsula Water Supply Project Draft Environmental Impact Report (DEIR), which was conducted on behalf of California American Water Company and submitted to the California Public Utilities Commission, dated April, 2015. Sections within the main body of the DEIR may also need to be assessed to complete the technical review (e.g., Section 4-4).

The technical review will focus on model design, implementation, and interpretation of results. The review will be conducted within the context of currently accepted standards for the numerical modeling of groundwater flow and solute transport. It should be noted that modeling of this nature usually involves the use of uncertain subsurface data. In addition, the modeler might not have access to all the desired data, for various reasons. Consequently, groundwater modeling requires the use of assumptions, which are generally evaluated for reasonableness during model calibration and parameter sensitivity/uncertainty analysis. Because of these complexities, it may not be possible to assess the impact of changes to the model on the DEIR results and conclusions, without additional modeling.

The technical review will be performed objectively, and will not include commentary related to the appropriateness of the proposed Monterey Peninsula Water Supply Project. The deliverable will be a concise Technical Memorandum describing the details of the review and the rationale for statements and comments made in the body of the Technical Memorandum. It should be noted that the review will be conducted and documented within the imposed time constraint (i.e., June 30, 2015). Therefore, the level of detail may be less than it would be in the absence of the time constraint. The original time estimate was 80-100 hours. This review will be conducted and documented in approximately 50 hours.

**Robert H. Abrams, Ph.D., P.G., C.Hg.  
Consulting Hydrogeologist**

**Estimated Cost**

Charges for this technical review will be on a time and materials basis. The billing rate is \$185 per hour. It is estimated that the review will be completed within 40-50 billable hours (\$7,400-\$9,250). In the event that extra time is needed, the not-to-exceed cost for this technical review project is \$9,990.

**Insurance**

Robert H Abrams, Phd, PG, CHg maintains General Liability Insurance, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and Professional Liability Insurance with limits of \$1,000,000 for each claim and \$1,000,000 aggregate.

**Closing Remark**

Thank you for the opportunity to work on this project. I look forward to our discussion of results and potential for future collaboration.

# Exhibit B'

## RENEWAL & AMENDMENT NO. 1 TO AGREEMENT FOR CONSULTANT SERVICES

**THIS RENEWAL & AMENDMENT NO. 1** to the Agreement for Consultant Services (“Agreement”) is made this 5th day of August 2015, by and between the CITY OF MARINA, a municipal corporation (“City”) and Robert H. Abrams, a sole proprietorship (“Contractor”).

### Recitals

- A. On July 3, 2015, City and Contractor entered into the Agreement for Consultant Services (attached hereto as **Exhibit 1**) for Contractor to provide technical review of groundwater modeling for the Monterey Peninsula Water Supply Project Draft Environmental Impact Report (the “Project”).
- B. On July 27, 2015, the City Manager and Acting Director, Community Development Department, conferred with the Contractor concerning the need for further hydro-geological analysis.
- C. From and after July 31, 2015, the parties continued to perform under the Agreement which expired pursuant to its terms on July 31, 2015, and now wish to renew the Agreement retroactive to August 1, 2015, to: (1) provide for Contractor’s services to perform additional hydro-geological analysis; (2) provide for increased compensation to Contractor; and (3) to extend the term of the amended Agreement through the conclusion of the additional services.
- D. On August 5, 2015, by Resolution 2015-96, the City Council of the City of Marina authorized an Amendment to the Agreement.
- E. The Agreement provides it may only be amended by a writing signed by authorized representatives of the parties. Both parties now desire to amend the Agreement to extend the term of the Agreement and provide for additional compensation.
- F. Only the numbered paragraphs of the Agreement which are being amended are set forth in this Amendment.

### Terms & Conditions Amended

Now, therefore, the parties agree to amend the Agreement as follows:

- 1. Exhibit “A” to the Agreement is amended to include in the proposal preparation of additional hydro-geological analysis as directed in writing by the City.
- 2. Paragraph 2, Section (a) is repealed and replaced to read as follows:

“2 (a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expires upon the conclusion of the additional hydro-geological analysis as provided for in this Renewal & Amendment No. 1. [Balance of 2(a) continues unchanged.]”

3. Paragraph 3, Section (a) is repealed and replaced to read as follows:

“3 (a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed Thirty-one Thousand Three Hundred Fifty (\$31,550.00) in accordance with this Section and the Fee Schedule also attached hereto in Exhibit A and incorporated herein by this reference.”

4. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.

5. This Renewal & Amendment No. 1 is executed in two (2) duplicate originals, each of which is deemed to be an original. Renewal and Amendment No. 1 consists of two (2) pages.

**IN WITNESS WHEREOF**, the parties hereto have executed this Renewal & Amendment No. 1 to Agreement for Consultant Services between Robert H. Abrams and the City of Marina on the date and year first written above.

CITY OF MARINA

ROBERT H. ABRAMS  
a sole proprietor

By: \_\_\_\_\_  
Layne Long  
City Manager

By:   
Robert H. Abrams

I

ATTEST:

By: \_\_\_\_\_  
City Clerk/Board Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

July 29, 2015

## **Memorandum**

**To:** Theresa Szymanis  
Community Development Director, City of Marina

**From:** Bob Abrams

**Subject:** Phase 2 Scope of Work for Groundwater Model Review, Monterey Peninsula Water Supply Project

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This Memorandum provides a Phase 2 scope of work to continue the technical review of groundwater modeling conducted for the California Public Utilities Commission (CPUC) Monterey Peninsula Water Supply Project (MPWSP) Draft Environmental Impact Report (DEIR).

The Phase 2 technical review will be performed objectively and will not include commentary related to the appropriateness or legal aspects of the proposed MPWSP. The focus of Phase 2 will be on evaluating, to the degree possible, the ability of the subject groundwater modeling to estimate potential seawater intrusion impacts on municipal wells in the Deep Aquifer that supply potable water to the City of Marina.

### **Scope of Work**

The work to be performed for the City of Marina for Phase 2 is to consist of a neutral, unbiased technical review of the groundwater modeling effort, as documented in Appendices E1 and E2 of the MPWSP DEIR, which was submitted to the CPUC in April, 2015. Sections within the main body of the DEIR may also need to be assessed to complete the technical review (e.g., Section 4-4). The Phase 1 technical review, which culminated in a Technical Memorandum (dated June 29, 2015) focused on qualitative evaluation of model design, implementation, and interpretation of results and was limited in scope due to imposed time constraints. In addition and as part of Phase 2, available scientific investigations of the Deep Aquifer will be reviewed.

The objective of Phase 2 is to assess the ability of MPWSP groundwater modeling effort to predict potential seawater intrusion impacts to the coastal area of the Deep Aquifer. This assessment will require that digital (electronic) files be obtained from the model developers or CPUC. These digital files include input and output files for the groundwater model(s), supporting data, and statistical and graphical analyses of model calibration and model results. The files will be reviewed for the purpose of providing a quantitative assessment of the modeling effort, to the degree possible, and to further assess issues discussed in the Phase 1 Technical Memorandum (e.g., boundary conditions).

The Phase 2 effort would be enhanced by reviewing data for all wells of concern. These data include well completion reports, water-level measurements, and concentration data for constituents of concern.

**Robert H. Abrams, Ph.D., P.G., C.Hg.  
Consulting Hydrogeologist**

Although reasonable attempts will be made to utilize the provided digital files, no additional simulations will be conducted. Thus, it may not be possible to assess the impact of potential changes to the model on the DEIR results and conclusions. Therefore, the primary focus of Phase 2 will be on evaluating work that has already been completed by others.

The benefit of conducting the assessment described in this scope of work is gaining a deeper understanding of the degree to which potential seawater intrusion impacts (from MPWSP pumping) on municipal wells that supply potable water to the City of Marina have been evaluated in the DEIR. Gaining this understanding will provide insight into data and knowledge gaps that currently exist, which would also help in the design of future efforts to characterize the vulnerability of the Deep Aquifer. Thus, Phase 2 may also be considered a first step in developing a strategy for protecting the potable water supply of the City of Marina.

The deliverable will be a concise Technical Memorandum describing the details of the review and the rationale for statements and comments made in the body of the Technical Memorandum.

**Estimated Cost**

Charges for Phase 2 will be on a time and materials basis. The billing rate is \$185 per hour. It is estimated that the review will be completed within 80-100 billable hours (\$14,800-\$18,500). In the event that extra time is needed, the not-to-exceed cost for Phase 2 is \$21,460.

Attendance at the August 5, 2015 City Council meeting will involve additional expenses of 4.5 hours of travel time (\$832.50), mileage charges of \$105.80 (184 miles at \$0.575 per mile), \$185 per hour for the length of the meeting, one-night lodging in or near Marina (approximately \$160), and approximately \$50 for ancillary expenses.

**Schedule**

Phase 2 will be completed by September 23. Achieving this milestone will only be possible by obtaining the requested files and data in a timely manner.

**Closing Remark**

Thank you for the opportunity to work on this project. I look forward to our discussion of results and potential for future collaboration.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WORKERS' COMPENSATION BROAD FORM ENDORSEMENT  
EXTENDED OPTIONS**

**Policy Number:** 52 WEC JW6121

**Endorsement Number:**

**Effective Date:** 01/28/15

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** JACOBSON, JAMES & ASSOCIATES, INC.

9083 FOOTHILLS BLVD SUITE 360 & 370  
ROSEVILLE, CA 95747

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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<b>EMPLOYERS' LIABILITY STOP GAP ENDORSEMENT</b>	3	05 Longshore and Harbor Workers' Compensation Act Coverage Endorsement	5
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A. Stop Gap Coverage Limited to Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming	3	01 Schedule of Covered States	6

## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

- D. **We Will Also Pay of Part One** (WORKERS' COMPENSATION INSURANCE); and
- E. **We Will Also Pay of Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

#### **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

**C. Transfer Of Your Rights and Duties of Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without **extra** charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

##### **A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.

5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

**D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

**EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**6. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
  13. bodily injury sustained by any member of the flying crew of any aircraft.
  14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

## EXTENDED OPTIONS

### 1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

#### B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

<b>Bodily Injury by Accident</b>	<b>\$500,000</b>	<b>Each Accident</b>
<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Policy Limit</b>
<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Each Employee</b>

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York **because** the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

### 3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

### 4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

#### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

#### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

#### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

**D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

**F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

**G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

**H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

**5. Longshore and Harbor Workers' Compensation Act Coverage**

**General Section C. Workers' Compensation Law** is replaced by the following:

**C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

**SECTION III**

**1. SCHEDULE OF COVERED STATES**

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

CA

Countersigned by \_\_\_\_\_

Authorized Representative



## Automatic Additional Insured – Owners, Lessees or Contractors

---

This endorsement, effective 1/28/2015 attaches to and forms a part of Policy Number FEI-ECC-12513-02. This endorsement changes the Policy. Please read it carefully.

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



## Automatic Waiver of Subrogation Endorsement

---

This endorsement, effective 1/28/2015 attaches to and forms a part of Policy Number FEI-ECC-12513-02. This endorsement changes the Policy. Please read it carefully.

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



**Automatic Primary and Non-Contributory  
Insurance Endorsement  
Designated Work Or Project(s)**

---

This endorsement, effective 1/28/2015 attaches to and forms a part of Policy Number FEI-ECC-12513-02. This endorsement changes the Policy. Please read it carefully.

---

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of January 5, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016  
APPROVING A BUDGET AMENDMENT OF \$9,026 REPRESENTING THE  
CITY OF MARINA'S COST SHARING ALLOCATION FOR  
PARTICIPATION IN THE 911 DISPATCH JPA PROJECT STUDY.**

**REQUEST:**

It is requested that the City Council:

1. Consider adopting Resolution No. 2016-, approving a budget amendment of \$9,026 representing the City of Marina's cost sharing allocation for participation in the 911 Dispatch JPA Project Study;
2. Authorize the City Manager to execute documents if necessary for continued participation in the JPA Study;
3. Authorize the Finance Director to make necessary accounting and budgetary entries, with the funds for this study coming from unallocated fund balance.

**ANALYSIS:**

Earlier this year there was discussion among some cities in Monterey County to issue a "Notice of Intent to Withdraw" letter from the Monterey County 911 Dispatch Center. The various cities and the County met and discussed some of the 911 Dispatch Center alternatives which included:

- Maintaining the existing status quo
- Consider joining the Santa Cruz 911 Joint Powers Authority
- Consider a new City of Salinas Police/Dispatch Center
- Modify the existing contract to include an advisory panel
- Create a new Monterey County 911 Joint Powers Authority

The County and the City's agreed to move forward with a plan to potentially create a new Joint Powers Authority (JPA). The terms of the original contract with the County provided for the creation of a JPA or other form of governance.

The City Managers of the various City's and Monterey County have been meeting and working with a consultant this year (Citygate) to develop a proposal for analyzing the creation of a JPA. Citygate proposal includes the following tasks: 1) Initiate and manage the project; 2) Perform comprehensive fiscal feasibility analysis; 3) Facilitate JPA governance agreement development; 4) perform JPA transition implementation planning. The proposal from Citygate totals \$150,699 which includes an analysis of the Santa Cruz JPA. The City of Marina's shared portion represents 5.99% of the total cost or approximately \$9,026.

**FISCAL IMPACT:**

\$9,026 will need to be funded from unallocated fund balance.

**CONCLUSION:**

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

Respectfully submitted,

---

Layne Long  
City Manager  
City of Marina

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A BUDGET AMENDMENT OF \$9,026 REPRESENTING THE CITY OF MARINA'S COST SHARING ALLOCATION FOR PARTICIPATION IN THE 911 DISPATCH JPA PROJECT STUDY

WHEREAS, earlier this year there was discussion among some cities in Monterey County to issue a "Notice of Intent to Withdraw" letter from the Monterey County 911 Dispatch Center. The various cities and the County met and discussed some of the 911 Dispatch Center alternatives which included:

- Maintaining the existing status quo
- Consider joining the Santa Cruz 911 Joint Powers Authority
- Consider a new City of Salinas Police/Dispatch Center
- Modify the existing contract to include an advisory panel
- Create a new Monterey County 911 Joint Powers Authority

WHEREAS, the County and the City's agreed to move forward with a plan to potentially create a new Joint Powers Authority (JPA). The terms of the original contract with the County provided for the creation of a JPA or other form of governance; and

WHEREAS, the City Managers of the various City's and Monterey County have been meeting and working with a consultant this year (Citygate) to develop a proposal for analyzing the creation of a JPA; and

WHEREAS, the fiscal impact of \$9,026 will need to be funded from unallocated fund balance.

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

1. approving a budget amendment of \$9,026 representing the City of Marina's cost sharing allocation for participation in the 911 Dispatch JPA Project Study;
2. Authorize the City Manager to execute documents if necessary for continued participation in the JPA Study;
3. Authorize the Finance Director to make necessary accounting and budgetary entries, with the funds for this study coming from unallocated fund balance.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5<sup>th</sup> day of January 2016 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

---

Bruce C. Delgado, Mayor

ATTEST:

---

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of January 5, 2016

**CITY COUNCIL TO RECEIVE STAFF REPORT AND ADOPT AN ORDINANCE AND URGENCY ORDINANCE TO AMEND MARINA MUNICIPAL CODE, TITLE 17 (ZONING) TO ADD SECTION 17.04.464 TO DEFINE “MARIJUANA DELIVERY,” SECTION 17.04.210.5 TO DEFINE “CULTIVATION OF MARIJUANA,” AND 17.06.020, SUBSECTIONS P AND Q TO PROHIBIT THE CULTIVATION OF MARIJUANA AND THE DELIVERY OF MARIJUANA IN ALL ZONES**

**REQUEST:**

It is requested that the City Council:

1. Receive a report on the Medical Marijuana Regulation and Safety Act; and,
2. Amend the Marina Municipal Code by ordinance and urgency ordinance to:
  - a. Add a definition for “Marijuana Delivery;”
  - b. Add a definition for “Cultivation of Marijuana;” and,
  - c. Ban Marijuana Delivery and the Cultivation of Marijuana in all zones; and
3. Direct Staff to bring this issue back to the City Council in one year, for review and to determine whether the ban is still warranted and has properly functioned, whether there have been any changes in state law, which impact on a ban in the City and whether a permanent ban or further regulation or licensing is warranted.

**BACKGROUND:**

The Compassionate Use Act was approved by the votes in 1996 and codified at California Health and Safety Code Sec. 11362.5. It allows qualified patients and primary caregivers to be free from state prosecution for cultivation and possession of marijuana, upon doctor recommendation of use.

In 2003 the State Legislature enacted the Medical Marijuana Program, which was codified at California Health and Safety Code Sec. 11352.7. It created a voluntary program for the issuance of identification cards to qualified patients and primary caregivers and allows limited transportation, processing, administering and distribution of medical marijuana to qualified patients for medical use. Cultivation of marijuana plants was specifically limited by the Program, but the California Supreme Court held that patients and caregivers could possess a reasonable amount of marijuana to supply the needs of their charges. People v. Kelly 47 Cal.4<sup>th</sup> 1008 (2010).

The California Supreme Court has upheld the right of a city to ban medical marijuana dispensaries as a part of its land use authority. City of Riverside v. Inland Empire Patients Health & Wellness Ctr., Inc., 56 Cal.4<sup>th</sup> 729 (2013). Further, a court of appeal has upheld the right to prohibit all cultivation of marijuana, as part of a city’s police power. Mural v. City of Live Oak, 221 Cal.App.4<sup>th</sup> 975 (2013).

Recently the Governor signed a comprehensive package of bills which comprise the Medical Marijuana Regulations and Safety Act. The League of California Cities' analysis is attached. In short, AB 266 establishes a Bureau of Medical Marijuana Regulation and a licensing structure, as well as uniform health and safety standards for testing, security and transport of medical marijuana. AB 243 regulates the licensing and regulation of indoor and outdoor cultivation sites and creates a Medical Cannabis Cultivation Program within the Department of Food and Agriculture to, for example, develop standards for pesticide application, production and labelling of edible products, and evaluate environmental impacts from cultivation. SB 643 regulates physicians' recommendations, contains some licensing requirements and uphold local powers to levy fees and taxes

Two of the bills recently passed as part of the Act, have direct impacts on municipalities and are the impetus for this staff report and the need for the City of Marina to take immediate action. AB 266 contains provisions that deliveries can only be made by a dispensary in a city that does not explicitly prohibit such deliveries by local ordinance. AB 243 provides that cities that do not have an ordinance regulating or prohibiting cultivation in place by March 1, 2016, will lose the authority to regulate or ban cultivation within their city limits.

**ANALYSIS:**

The City of Marina currently bans medical marijuana dispensaries, but has no regulation or ban on cultivation or delivery of medical marijuana. It is recommended that at this juncture, the City puts a ban on cultivation and delivery in place. The law is in flux as municipalities scramble to comply with the new law and it is expected that clean-up legislation and new regulations will be passed in the near future to further regulate dual licensing and control. The City of Marina can consider regulation and licensing in the future, but a ban is recommended at this point in order to comply with the March 1, 2016 deadline set by the state. In order to be effective, the second reading must occur on or before January 29, 2016 and the ordinance must be effective by February 28, 2016. It is recommended that this ban also be adopted as an urgency ordinance, since there has not been time to seek Planning Commission review. The adoption of an urgency ordinance requires a 4/5<sup>th</sup> vote. It is further the staff recommendation that this matter be brought back to the City Council, in one year, for a report on the efficacy of the ban and further review and or adoption of a permanent ban or ordinance to regulate cultivation and delivery of medical marijuana. Prior to such action, the matter shall be sent to the Planning Commission for review and recommendation.

Staff recommends that the Ordinance, as attached, which bans cultivation and delivery of medical marijuana, be adopted. The City of Marina has a zoning ordinance in place, which operates under the principles of permissive zoning. Under a permissive zoning code, any use not enumerated in the code is presumptively prohibited. As set forth above, the City can legally ban the cultivation or delivery of medical marijuana and if it does, the state will not issue licenses for cultivation or delivery, within the City.

The Police Department recommends against allowing the delivery, cultivation and processing of marijuana in the City. The Department's objection is based on the experiences of several other California cities who have experienced an increase in police services associated with marijuana cultivation, processing and distribution activities. Marijuana and the cash it generates are commodities that are highly sought after and any type of marijuana distribution leads to illegal activity to obtain marijuana and cash. Some of the illegal activities associated with this are:

1. Illegal sales and distribution of marijuana;
2. Trespassing;
3. Theft;
4. Violent robberies; and,
5. Burglary

The City has experienced many of the crime problems described above and the consequences of them. However, it must be noted that many crimes associated with marijuana and other illegal drug activities frequently go unreported as victims fear prosecution because of their involvement and fear of retaliation. Below is a synopsis of some of those crimes.

2009:

1. Armed robbery in a residential area in which a firearm was used. One subject taken to the hospital for injuries sustained as a result of being beaten.
2. A marijuana grow was discovered inside a home. The grow was found during the investigation of the above case. The victim in that case was robbed because of his involvement in the grow.

2011:

1. An armed robbery of an individual for his marijuana.
2. A marijuana grow was found by the Marina Fire Department after responding to a home structure fire. The cause of the fire was linked to the grow itself, i.e. electrical issue.

2012:

1. A large marijuana and hashish sales operation was located in a storage locker at a local storage company.
2. A large home marijuana grow discovered inside a residential residence.

2015:

1. Armed robbery in front of a large retail shopping area of a woman receiving a medical marijuana delivery.

Additionally, marijuana distribution, cultivation and processing scenarios consistently result in quality of life issues/complaints in the areas where these activities occurs. This can lead to additional police calls for service and potentially calls for service from other City departments. One example of this results from the strong unpleasant odors related to the cultivation of marijuana. As marijuana plants begin to flower and for a period of two months or more they emit a strong odor offensive to many people and the smell is detectable far beyond the property boundaries if grown outdoors. The strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the plants, creating a risk of various types of criminal activity.



Lack of oversight will lead to illicit marijuana cultivation as we have experienced in the past. The photos below are from illegal grows found in the City.

While the State of California has passed legislation stating it will take the lead on marijuana regulation, the primary issues surrounding compliance and enforcement of regulations to ensure compliance will fall to local government. An example would be the State's regulation of alcohol laws and massage establishments. In these cases the State has oversight, however, almost all compliance and regulation is left to local entities. Any regulation of marijuana distribution by the Marina Police Department or Code Enforcement would divert resources from other law enforcement or regulatory priorities.

The Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime. Based on the Attorney General's analysis and the experiences of other California cities, the Police Department would need to provide a higher level of patrol in the areas where marijuana is cultivated, processed and distributed, thus taking valuable time away from other areas of the City. Additionally, the Department would need to set intensive Crime Prevention through Environmental Design requirements on these businesses and do higher levels of follow up to ensure compliance.

Marina is a relatively small city with small lot sizes. Cultivation of marijuana within a city, on small lots would detrimentally impact on neighborhoods. There is a possibility of an increased criminal element and other nuisances to neighboring properties from the odors of plants and use of dangerous or inefficient electrical alterations or damage to buildings from the indoor growth of marijuana. The City has experienced growers resorting to indoor grows, which can create health issues due to poor ventilation and fire hazards due to overuse of electricity. These issues are demonstrated in the photos displayed above.

Medical marijuana is accessible to qualified patients through a medical marijuana dispensary located in the nearby City of Del Rey Oaks. Staff's recommendation to ban delivery and cultivation is not based on the effect of medical marijuana as a treatment or any stigmas associated with medical marijuana use. Rather, it is based on health and safety concerns, such as associated crime and the nuisance to a neighborhood of cultivation of medical marijuana on small lots or in close proximity of other houses. As such, the City is exercising its land use authority to ban uses which are not necessary in the City, at this time.

Based upon the above stated, an urgency ordinance is necessary for the immediate preservation of the public health safety and welfare. The facts constituting the emergency are that the City must adopt a land use regulation prohibiting the cultivation of medical marijuana that is in effect by March 1, 2016, or the State will become the sole licensing authority for the cultivation of medical marijuana. The Urgency Ordinance will prohibit the cultivation and delivery of medical marijuana until such time as the City can take the proper steps to enact a permanent ban or do otherwise, as warranted.

**FISCAL IMPACT:**

The fiscal impact is unknown. Although there may be a minor tax revenue benefit if medical marijuana were cultivated or distributed within the City and then taxed, this benefit is minimized by the cost to regulate, issue licenses. Further, there is of an impact on police services if the uses are wholly banned.

**CONCLUSION:**

It is therefore requested that the City Council enact an urgency ordinance and an ordinance to ban the cultivation and delivery of medical marijuana. Such a ban is required until further analysis can be prepared and considered by the Planning Commission and City Council.

Respectfully submitted,

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Deborah Mall  
Assistant City Attorney  
City of Marina

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Edmundo Rodriguez  
Chief of Police  
City of Marina

**REVIEWED/CONCUR:**

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Layne Long  
City Manager  
City of Marina

ORDINANCE NO. 2016 -

AN URGENCY ORDINANCE AND ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING MUNICIPAL CODE, TITLE 17 (ZONING) TO ADD SECTION 17.04.464 TO DEFINE “MARIJUANA DELIVERY,” SECTION 17.04.210.5 TO DEFINE “CULTIVATION OF MARIJUANA,” AND 17.06.020, SUBSECTIONS P AND Q TO PROHIBIT THE CULTIVATION OF MARIJUANA AND THE DELIVERY OF MARIJUANA IN ALL ZONES

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

WHEREAS, in October 2015, the California Legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) for the licensure and regulation of medical marijuana. Local authority remains intact under the law. All medical marijuana businesses (dispensary sales, delivery services, cultivation, or transport) must have a State license;

WHEREAS, under the MMRSA, if a city does not have an ordinance in place prohibiting the cultivation of marijuana either expressly or otherwise under the principles of permissive zoning, or chooses not to administer a conditional program, then commencing on March 1, 2016, the State Department of Food and Agriculture will be the sole licensing authority for medical marijuana cultivation applicants;

WHEREAS, the City operates under the principles of permissive zoning, in which any use not enumerated in the code is presumptively prohibited;

WHEREAS, under the MMRSA, if the City does not expressly prohibit the delivery of medical marijuana within its jurisdiction, delivery will be allowed with a State license. The City’s existing ordinance prohibits “Medical Marijuana Dispensaries” and the intent is to similarly ban any mobile dispensary or delivery of marijuana;

WHEREAS, under the MMRSA, if the City does not expressly prohibit the cultivation of marijuana within its jurisdiction, cultivation of marijuana will be permitted with a State license. The City’s intent is to expressly prohibit the cultivation of marijuana within its jurisdiction, in keeping with the MMRSA requirement;

WHEREAS, pursuant to the Marina Police Department, the delivery and cultivation of marijuana impacts upon the public health, welfare and safety of the citizens of the City of Marina for the following reasons: Other California cities have experienced an increase in police services associated with marijuana cultivation, processing and distribution activities. Marijuana and the cash it generates are commodities that are highly sought after and any type of marijuana

distribution leads to illegal activity to obtain marijuana and cash. Some of the illegal activities associated with this are: illegal sales and distribution of marijuana; trespassing; theft; violent robberies; and, burglary. Additionally, marijuana distribution, cultivation and processing scenarios consistently result in quality of life issues/complaints in the areas where these activities occurs. This can lead to additional police calls for service and potentially calls for service from other City departments. The strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the plants, creating a risk of various types of criminal activity. Any regulation of marijuana distribution by the Marina Police Department or Code Enforcement would divert resources from other law enforcement or regulatory priorities.

WHEREAS, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime. Based on the Attorney General's analysis and the experiences of other California cities, the Police Department would need to provide a higher level of patrol in the areas where marijuana is cultivated, processed and distributed, thus taking valuable time away from other areas of the City. Additionally, the Department would need to set intensive Crime Prevention through Environmental Design requirements on these businesses and do higher levels of follow up to ensure compliance.

WHEREAS, the cultivation of marijuana in a small city such as Marina, in neighborhoods with usually small lots constitutes a public nuisance due to the smell, degradation of the environment, serious fire dangers and excessive use of electricity;

WHEREAS, the City of Marina reasserts the findings made by the Monterey County Board for Supervisors for this County that the "...cultivation of medical marijuana has also been associated with serious harmful effects in areas where they are located, to owners of property in such areas, and to people living, visiting, conducting business or otherwise present in the area, as reported by other California counties and cities. Harmful effects at both outdoor and indoor cultivation facilities have included an increase in criminal activity because of the high monetary value of the marijuana plants, adverse environmental impacts, interference with farming practices, fire from grow light systems, extensive energy consumption and strong offensive odors";

WHEREAS, the City desires to comply with federal law;

WHEREAS, the proposed action is not a “Project” under the California Environmental Protection Act (CEQA Guidelines Section 15378) and has no potential for causing a significant impact on the environment and therefore is otherwise exempt under the General Rule (Section 15061(b)(3)).

WHEREAS, there is a current and immediate threat to the public health, safety and welfare presented by the recent enactment of the MMRSA, and the potential for cultivation of marijuana, to occur prior to the establishment of zoning regulations under normal planning and zoning processes of the City. Moreover, as discussed above, the cultivation of medical marijuana poses a serious fire risk to the residents of the community. The City Council finds that the immediate preservation of the public health, safety and welfare require an interim ordinance be enacted prior to an actual ordinance, pursuant to Government Code Sec. 65858 and take place immediately upon adoption, and its urgency is hereby declared.

NOW THEREFORE, the Marina City Council declares as follows:

1. Section 17.04.464 Added. The Municipal Code is hereby amended by the addition of Section 17.04.464 to read as follows: “**Marijuana Delivery**’ means the commercial delivery, transfer or transport or arranging for the delivery, transfer or transport of marijuana, marijuana edibles, and/or any marijuana products to or from any location within the jurisdictional limits of the City of Marina, and any and all associated business and/or operational activity.”
2. Section 17.04.210.5 Added. The Municipal Code is hereby amended by the addition of Section 17.04.210.5 to read as follows: “**Marijuana Cultivation**’ means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof, and any and all associated business and/or operational activities.
3. Section 17.06.020, Subsection (P) Added. The Municipal Code is hereby amended by the addition of Section 17.06.020, Subsection (P) to read as follows: **Cultivation of Marijuana as a Prohibited Use and/or Activity.** Marijuana Cultivation by any person or entity, including clinics, collectives, cooperatives and dispensaries, is prohibited in all zones within the City’s jurisdictional limits. No permit, whether conditional or otherwise, shall be issued for the establishment of such activity. Any Marijuana Cultivation that takes place in violation of this provision is unlawful, and is hereby

declared a public nuisance. Nothing in this Chapter is intended to, nor shall it be construed to, make legal any Marijuana Cultivation activity that is allowed or otherwise prohibited under California law. Nothing in this Chapter is intended to, nor shall it be construed to, preclude any landlord from limiting or prohibiting Marijuana Cultivation by its tenants.

4. Section 17.06.020, Subsection (Q) Added. The Municipal Code is hereby amended by the addition of Section 17.06.020, Subsection (P) to read as follows: **Delivery of Marijuana as a Prohibited Use and/or Activity.** Marijuana Delivery by any person or entity, including clinics, collectives, cooperatives and dispensaries, is prohibited in the City. No permit, whether conditional or otherwise, shall be issued for the establishment of such activity. Any Marijuana Delivery that takes place in violation of this Chapter is unlawful, and is hereby declared a public nuisance. Nothing in this Chapter is intended to, nor shall be construed to, make legal any Marijuana Delivery activity that is allowed or otherwise prohibited under California law.
5. Effective Date. This ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Sec. 65858(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption by a minimum 4/5 vote, it shall take effect as a regular ordinance and be in force 30 days from and after its final passage.
6. Posting of Ordinance. Within 15 days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three public places designated by resolution of the City Council.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council of the City of Marina duly held on the 5<sup>th</sup> day of, January 2016 by the following vote:

AYES, COUNCIL MEMBERS:  
NOES, COUNCIL MEMBERS:  
ABSENT, COUNCIL MEMBERS:  
ABSTAIN, COUNCIL MEMBERS:

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk