

County of Monterey

Government Center - Monterey Room
168 W. Alisal St., 2nd Floor
Salinas, CA 93901



Meeting Agenda

Thursday, June 6, 2024

3:00 PM

Parks Commission

PARTICIPATION IN THE PARKS COMMISSION MEETING:

While the meeting location remains open to member of the public, the public may also participate in the Parks Commission meetings in 2 ways:

1. You may attend the meeting in person; or,
2. You may observe the live stream of the Parks Commission meeting at:
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162.255.37.11 (US West)

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2. If you are watching the live stream of the Parks Commission meeting and wish to make either a general public comment or to comment on a specific agenda item as it is being heard, please select the “raise hand” option on the Zoom screen, and your microphone will be unmuted so you can speak. To select the “raise hand” option, click on the ‘participants’ icon at the bottom of your Zoom screen, then click the “raise hand” icon next to your name. By phone, please push *9 on your keypad.

3. The Chair of the Committee may set reasonable rules as needed to conduct the meeting in an orderly manner.

CALL TO ORDER**ROLL CALL****PUBLIC COMMENT**

Public comments are limited to issues within the purview of the Monterey County Parks Commission and that do not pertain to matters on this agenda. Time limitations are set at the discretion of the Chair.

COMMISSIONER COMMENTS/REQUESTS/REFERRALS

This is a time set aside for the Commissioners to comment, request, or refer a matter that is not on the agenda.

CLERK ADDITIONS/CORRECTIONS

The Commission Clerk will announce agenda corrections, deletions and proposed additions, which may be acted on by the Parks Commission as provided in Sections 54954.2 of the California Government Code.

APPROVE MINUTES

1. Approve minutes for February 12, 2024.

Attachments: [2-12-24 PC Minutes](#)

SCHEDULED MATTERS

2. Receive a report regarding a draft ordinance for E-bike and electric transportation use within the County of Monterey parks and open space; and provide comment or recommendations to staff.

Attachments: [Report](#)
[Attachment A – E-bike staff report 12/1/21](#)
[Attachment B – Parks Commission Minutes 12/1/22](#)
[Attachment C – Ad Hoc Committee Report 7/7/23](#)
[Attachment D – Draft E-bike Ordinance](#)

3. Receive a report regarding the North County Youth Recreation Association (NCYRA) Concession Agreement for the Manzanita Park Sports Complex; and consider forming an Ad Hoc Committee for review and comment on a new revised agreement.

Attachments: [Report](#)
[Attachment A – Current NCYRA Agreement](#)

4. Receive a report regarding marketing efforts for County of Monterey Parks Division; provide

comments and recommendations to Parks staff.

Attachments: [Report](#)

DEPARTMENT UPDATES

5. Receive a verbal update on the following items:
 - Dutton Hotel and Tidball General Store
 - Parks Master Plan
 - Lake San Antonio Memorial Day Weekend

AGENDA ITEMS FOR NEXT MEETING

MEETING ADJOURNMENT

DOCUMENT DISTRIBUTION

Documents relating to agenda items that are distributed to the Parks Commission less than 72 hours prior to the meeting are available for public inspection at the front counter of the Department of Public Works, Facilities, & Parks, Monterey County Government Center-Schilling Place, 1441 Schilling Place, 2nd Floor, Salinas, CA 93901. Documents distributed by County staff at the meeting of the Parks Commission will be available at the meeting.

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132) and the federal rules and regulations adopted in implementation thereof. For information regarding how, to whom, and when a person with a disability who requires a modification or accommodation in order to participate in the public meeting may make a request for disability-related modification or accommodation including auxiliary aids or services, or if you have any questions about any of the items listed on this agenda, please contact the Commission Clerk at (831) 755-4895.

All documents submitted by the public on the day of the hearing should be provided with a minimum of 12 copies. The Parks Commission Clerk must receive all materials for the agenda packet by noon the Monday prior to the Parks Commission meeting in order for the materials to be included in the agenda packet distributed in advance to the Commission.



County of Monterey

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-454

June 06, 2024

Introduced: 5/31/2024

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

Approve minutes for February 12, 2024.

MONTEREY COUNTY PARKS COMMISSION
SPECIAL MEETING
FEBRUARY 12, 2024 ACTION MINUTES

CALL TO ORDER AND ROLL CALL

The meeting was in-person and called to order by Commission Chair Stracke at 3 p.m. and was also aired via teleconference using Zoom for staff reports and public participation. CC-PS-P called the roll to verify a quorum was present. Chair Stracke announced that this is a public meeting, and it was being recorded.

<p><u>Commissioners Present</u> <input type="checkbox"/> time joined after meeting started Sergio Sanchez Ricardo Diaz Paula Getzelman Kelly J. Stracke, Chair Supervisor Glenn Church</p>	<p><u>Commissioners Absent</u></p>	<p><u>County Staff Present</u> Bryan Flores, COP Ryan Bell, AOM-LSRA Nate Merkle, AOM-SCP Dona Luna, MA III-P Marissa Daniel, CC-PS-P Sabrina Guzman, S-P</p>	
<p>Guests: None. Members of the Public: None.</p>			
<p><u>Meeting Notes Abbreviation Legend</u></p>			
<p><i>Chief of Parks</i> <i>Administrative Operations Manager-Laguna Seca</i> <i>Administrative Operations Manager-South County Parks</i></p>	<p><i>COP</i> <i>AOM-LSRA</i> <i>AOM-SCP</i></p>	<p><i>Management Analyst III-Parks</i> <i>Commission Clerk</i> <i>Secretary -Parks</i></p>	<p><i>MA III-P</i> <i>CC-PS-P</i> <i>S-P</i></p>

PUBLIC COMMENTS

Chair Stracke asked for public comments on matters not on the agenda.

Public Comments: None

COMMISSIONER COMMENTS, REQUESTS, RECOMMENDATIONS

Chair Stracke requested his position as chair be extended another year. Commissioner Getzelman requested follow-up on the Dutton Hotel. Commissioner Sanchez requested follow-up on lakes promo events. Supervisor Church requested with scheduled matters to have attachments, reports, presentations attached to the agenda packet to view prior to meeting date.

ADDITIONS AND CORRECTIONS BY COMMISSION CLERK

None.

ACCEPTANCE/APPROVAL OF MCPC MEETING ACTION MINUTES

SCHEDULED MATTERS

1. Take action to appoint the Monterey County Parks Commission Chair and Vice Chair for the 2024 calendar year.

County Counsel provided Parks Commission Bylaws and stated every year the roles are rotated in numerical order according to the Supervisorial District. Due to not having an appointed District 5 Commissioner, the Vice-Chair role remains vacant. A discussion was had regarding extending the Chair position an additional year. County Counsel and Commissioners discussed multiple options and decided to continue with current rotation order. Commissioners agreed to have current chair in the position until a commissioner is appointed for District 5. At that time, the District 5 Commissioner will become Chair if they so choose to, and District 1 will become Vice-Chair.

Commissioner Comment: Commissioner Sanchez stated he would like to keep the rotation as is to allow for all Commissioners to have a turn. Commissioners all agreed, when a new Commissioner is appointed and it is their turn to hold the position as Chair, they should have the option to decline on holding the position as Chair. This is to allow them to get comfortable in their role with the Parks Commission.

Public Comments: None.

Motion: Supervisor Church moved to pass the motion and Commissioner Sanchez seconded the motion.

Vote: MOTION CARRIED.

2. Receive a presentation on disc golf at Monterey County Parks from Nick Kite and Chair Kelly Stracke and provide recommendations.

Chair Stracke and Nick Kite provided a presentation on a proposed disc golf course at Royal Oaks Park. Both presenters provided logistical overview of the plan, providing an already existing course as an example. Presenters stated that the proposed course would be maintained by the local disc golf club "Monterey Stinging Jellies," providing maintenance and landscaping. The proposed course would cost an estimated \$10,000 to \$20,000 and would be privately funded through donations and sponsorships. The topics of safety and liability were discussed with presenters ensuring the course would have insurance and the location would be away from the public developed picnic areas. COP requested to set up a pop-up disc golf course to serve as a pilot study and report back to the commission on progress. COP will work with Chair Stracke and Nick Kite to set up a pilot study.

Commissioner Comment: Commissioner Getzelman suggested Lake San Antonio as an option to host a disc golf course. Commissioners agreed to re-evaluate after an update is provided by COP.

Public Comment: None

DEPARTMENT UPDATES

COP provided verbal updates on the following items:

a. E-bike Ordinance

COP Flores reported that staff is working on finalizing two ordinances that addresses two classifications one being identifying classes and bikes and the other addressing electric modalities specifically. COP would also like to revise and update multiple codes and bring

back to the commission for review.

b. Lake San Antonio Trout Planting

COP Flores updated commission on two successful 5,000 1-pound sterile trout plant releases at Lake San Antonio. Parks is estimated to receive 20,000 to 25,000 pounds with three more plants scheduled and spread throughout the lake.

c. Wildlife Guzzler at Toro Park

COP Flores reported on the wildlife guzzler project that the Fish and Game Advisory Commission leads. Parks staff with oversight from the Fish and Game Advisory Commission Chair will install wildlife guzzlers (waterers), a rain collection device and storage tank, that will supply drinking water to animals throughout the dry season. The Parks department is budgeting an estimated \$5,000 to \$10,000 in materials and staff time to get two wildlife guzzlers installed at Toro Park and Fort Ord.

d. Parks Projects

COP Flores provided an update on the Nacimiento lodge renovations. The lodges have been waterproofed, roofs have been patched, and siding has been replaced to prevent future water damage. One of the lodge structures will be completely remodeled, to allow staff to estimate renovation costs for the remaining lodges. When weather permits the remodel will be completed. COP Flores will request an increase in the capital improvement program to complete the lodge renovations within the next two years.

NEW FUTURE AGENDA ITEMS

- Dutton Hotel update
- Lake promotion update
- Disc golf course update
- Recommend Ad Hoc Committee to work with North County Youth Recreation Association for new agreement.

MEETING ADJOURNMENT

The meeting was adjourned at 5:03 p.m.



County of Monterey

Item No.2

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-446

June 06, 2024

Introduced: 5/31/2024

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive a report regarding a draft ordinance for E-bike and electric transportation use within the County of Monterey parks and open space; and provide comment or recommendations to staff.

RECOMMENDATION:

It is recommended the Monterey County Parks Commission Receive a report regarding a draft ordinance for E-bike and electric transportation use within the County of Monterey parks and open space; and provide comment or recommendations to staff.

SUMMARY/DISCUSSION:

History of the E-bike discussion and actions taken by the Parks Commission

December 2, 2021 - County of Monterey Parks Commission received a comprehensive informational report regarding the use of electric bikes (E-bikes) within the County of Monterey parks and open space (Attachment A).

December 1, 2022 - Parks staff provided a verbal update on E-bikes and an Ad Hoc Committee was formed to research E-bikes and report back to the full Commission with a recommendation on how to move forward with regulating E-bike use. The Ad Hoc Committee consisted of Commissioners Getzleman, Sanchez and Stracke. Meeting minutes included (Attachment B).

July 7, 2023 - Ad Hoc Committee presented their research including a County-wide survey and provide a recommendation to the full Commission (Attachment C), at which time a robust discussion took place. The Commission was split between regulating only E-bikes or all forms of non-vehicular electric transportation. Consensus was reached with creating a speed limit for all forms of trail use transportation. Parks staff also recommended including a trail etiquette policy that would improve trail safety between various user groups. Parks staff stated they would return with a draft ordinance for consideration.

June 6, 2024 - Draft ordinance presented to Parks Commission for review and comment (Attachment D).

Prepared by: Bryan Flores, Chief of Parks (831) 796-6425

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:

Attachment A - E-bike staff report, December 1, 2021, carried from November 3, 2021

Attachment B - Parks Commission minutes, December 1, 2022

Attachment C - Ad Hoc Committee report, July 7, 2023

Attachment D - Draft E-bike ordinance



County of Monterey

Item No.2

Parks Commission

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-446

June 06, 2024

Introduced: 5/31/2024

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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July 7, 2023 - Ad Hoc Committee presented their research including a County-wide survey and provide a recommendation to the full Commission (Attachment C), at which time a robust discussion took place. The Commission was split between regulating only E-bikes or all forms of non-vehicular electric transportation. Consensus was reached with creating a speed limit for all forms of trail use transportation. Parks staff also recommended including a trail etiquette policy that would improve trail safety between various user groups. Parks staff stated they would return with a draft ordinance for consideration.

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Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

DocuSigned by:
Randell Ishii
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Attachments:

Attachment A - E-bike staff report, December 1, 2021, carried from November 3, 2021

Attachment B - Parks Commission minutes, December 1, 2022

Attachment C - Ad Hoc Committee report, July 7, 2023

Legistar File Number: 24-446

Attachment D - Draft E-bike ordinance

Attachment A



Monterey County

Item No.4

Parks Commission Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 21-1011

December 02, 2021

Introduced: 11/10/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive an informational report regarding electric bicycle (e-bike) use on dirt trails within Monterey County Parks and provide comment to staff regarding an ordinance update and potential change of use for e-bikes. Continued from Parks Commission Meeting on November 3, 2021

RECOMMENDATION:

It is recommended that the Monterey County Parks Commission receive an informational report regarding electric bicycle (e-bike) use on dirt trails within Monterey County Parks and provide comment to staff regarding a possible update to the Ordinance and potential change of use for e-bikes.

SUMMARY:

Monterey County Public Works, Facilities, & and Parks (PWFP) recently received comments from members of the public regarding e-bike use in County Parks and requests for an ordinance update to allow certain classes of e-bikes on dirt trails. Monterey County Code 14.12.060.I, states, *Electric bicycles are prohibited from all County park dirt trails, unless authorized by the Director.* PWFP is seeking comment from the Parks Commission regarding a potential change use for e-bikes on dirt trails within County Parks.

DISCUSSION:

The first electric bicycles (e-bikes) were created in the 1890s, and moderate technological advances were made until the early 1990s, when battery development improved to the point where e-bike production could be commercialized. By the early 2000s, lithium batteries replaced lead-core batteries and e-bike production escalated. Today, e-bikes are the fastest growing class of bicycles. Recently spurred by the COVID-19 pandemic, e-bike sales in the US grew by 145% between 2019 and 2020. With the spiking popularity of e-bikes, governmental and park agencies are struggling to regulate this “new” class of bicycle. E-bikes range in price from approximately \$600 to \$10,000 with the average price around \$1,500. As e-bikes become more affordable, it is predicted that sales and use will continue to sharply rise.

According to California Vehicle Code (CVC) 312.5, an “electric bicycle” is a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts. CVC Section 312.5(a) separates e-bikes into three classes depending on the bicycle’s level of assistance and speed:

- (1) A “class 1 electric bicycle,” or “low-speed pedal-assisted electric bicycle,” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.
- (2) A “class 2 electric bicycle,” or “low-speed throttle-assisted electric bicycle,” is a bicycle equipped with a motor that may be used exclusively to propel the bicycle and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

(3) A “class 3 electric bicycle,” or “speed pedal-assisted electric bicycle,” is a bicycle equipped with a speedometer and a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour.

Currently, Monterey County Code prohibits e-bikes on dirt trails within County Parks unless authorized by the Director. PWFP staff has conferred with neighboring open space and park agencies regarding their regulations for e-bikes.

In 2019, the US Secretary of the Interior issued Secretary Order (SO) 3376, which directed the Bureau of Land Management (BLM) and other Federal land managers to expand access to e-bikes. The local BLM manager for the Fort Ord National Monument has issued a blanket exemption to allow riders to operate e-bikes on any trail open to traditional bicycles. Class 2 e-bikes (throttle assisted) must be pedaled while operated on trails within the Fort Ord National Monument. BLM is currently in the process of modifying regulations pertaining to the reclassification of e-bikes as bicycles rather than motorized vehicles.

In August 2021, California State Parks enacted policy to accommodate e-bike users within many State Parks units. Generally, e-bikes are only allowed on paved roads within State Parks units unless authorized to ride on trails by local Superintendent Order. State Parks has broken down the regulations to pertain to the three classes of e-bikes; for example, in certain areas only Class 1 e-bikes are allowed, while in other areas such as State Vehicular Recreation Areas, all classes are allowed.

The Monterey Peninsula Regional Park District does not have many areas where biking is allowed and does make any distinction between traditional bicycles and e-bikes. E-bikes are currently allowed where traditional bicycles are allowed.

Within the past few months, federal legislation has been introduced to provide tax credits for those that purchase e-bikes. H.R.1019 / S.2420 - Electric Bicycle Incentive Kickstart for the Environment (E-BIKE) Act would provide a 30% tax credit of up to \$1,500, to incentivize the purchase of e-bikes to reduce pollution. The bills are currently in the Ways and Means Committee. In addition, as of September 2021, a 15% tax credit for the purchase of an e-bike has been added to the current Reconciliation Bill - Sec. 136407 of Build Back Better Act 5. Should these legislative acts pass, an additional increase in e-bike sales and usage is likely.

PWFP has received public comment requesting that e-bikes be allowed on County Parks trails as well as comment from those who wish to have e-bikes banned from being operated on trails. In August 2021, PWFP received and granted a reasonable accommodation request, in accordance with Monterey County Code 14.12.060.I, for a Monterey County community member to use an e-bike on dirt trails within the County Parks system. PWFP staff consulted with both the Civil Rights Office and County Counsel regarding the granting of the accommodation request.

There are a number of things to consider regarding e-bike use. On the positive side, due to the pedal-assist function of e-bikes, users would have increased access in parks and open space. E-bikes would allow individuals with physical limitations to ride to areas they would not otherwise be able to access. Alternately, in Toro Park, e-bikes users have been witnessed creating illegal trails deep in the River Fire burn scar where it would be physically impossible to ride traditional bicycles. Some reports claim that e-bikes are heavier and thus breakdown the terrain more quickly and leave deeper ruts; other reports state that there is no difference in degradation of the environment when e-bikes are

Legistar File Number: 21-1011

compared to traditional bicycles. Higher rates of speed, going uphill on downhill trails, greater chance of injury during collisions, fire hazard from exploding batteries are some negative comments that PWFP received about e-bikes. PWFP also received comments claiming that e-bikes help increase physical activity because users can go farther and for longer periods of time, that scenic vistas are able to be reached and that age does not matter anymore.

PWFP staff recommends, at minimum, that the Commission consider an update to the ordinance to add the State classification of e-bikes and to begin regulation of use. Should the Parks Commission choose to recommend allowing e-bikes on dirt trails, direction requesting Parks staff report back to the Commission after investigating the matter and developing proposed changes and a regulatory framework specific to County parks for the Commission's consideration is suggested.

OTHER AGENCY INVOLVEMENT:

PWFP conferred with the Bureau of Land Management, California State Parks, and Monterey Peninsula Regional Park District regarding their e-bike regulations.

Prepared by: Bryan Flores, Interim Chief of Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

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Attachment B

MONTEREY COUNTY PARKS COMMISSION MEETING

DECEMBER 1, 2022 MEETING ACTION MINUTES

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Commission Chair Getzelman at 3 p.m. and conducted via teleconference using *Microsoft Zoom*. C-MCPC called the roll to verify a quorum was present. Chair Getzelman announced that this is a public meeting, and it was being recorded.

<p><u>Commissioners Present</u> [] time joined after meeting started Sergio Sanchez Eric Rozance [3:03 p.m.] Paula Getzelman, Chair Kelly J. Stracke Claudia P. Tibbs Supervisor John M. Phillips</p>	<p><u>Commissioners Absent</u></p>	<p><u>County Staff Present</u> Ryan Bell, AOM-LSRA Bryan Flores, COP Arika Garcia, S-PWPF-P Rita Hickman, C-MCPC Nate Merkle, AOM-SCP</p>																					
<p>Guests: None. Members of the Public: A. Linder</p>																							
<p><u>Meeting Notes Abbreviation Legend</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"><i>Administrative Operations Manager-Laguna Seca</i></td> <td style="width: 25%;"><i>AOM-LSRA</i></td> <td style="width: 25%;"><i>Lake San Antonio</i></td> <td style="width: 25%;"><i>LSA</i></td> </tr> <tr> <td><i>Administrative Operations Manager-South County Parks</i></td> <td><i>AOM-SCP</i></td> <td><i>Monterey County Parks Commission</i></td> <td><i>MCPC</i></td> </tr> <tr> <td><i>Board of Supervisors</i></td> <td><i>BOS</i></td> <td><i>MCPC Clerk</i></td> <td><i>C-MCPC</i></td> </tr> <tr> <td><i>Chief of Parks</i></td> <td><i>COP</i></td> <td><i>Public Works, Facilities, & Parks</i></td> <td><i>PWFP</i></td> </tr> <tr> <td></td> <td></td> <td><i>Secretary -PWFP-Parks</i></td> <td><i>S-PWFP-P</i></td> </tr> </table>				<i>Administrative Operations Manager-Laguna Seca</i>	<i>AOM-LSRA</i>	<i>Lake San Antonio</i>	<i>LSA</i>	<i>Administrative Operations Manager-South County Parks</i>	<i>AOM-SCP</i>	<i>Monterey County Parks Commission</i>	<i>MCPC</i>	<i>Board of Supervisors</i>	<i>BOS</i>	<i>MCPC Clerk</i>	<i>C-MCPC</i>	<i>Chief of Parks</i>	<i>COP</i>	<i>Public Works, Facilities, & Parks</i>	<i>PWFP</i>			<i>Secretary -PWFP-Parks</i>	<i>S-PWFP-P</i>
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		<i>Secretary -PWFP-Parks</i>	<i>S-PWFP-P</i>																				

PUBLIC COMMENTS

Commission Chair Getzelman asked for public comments on matters not on the agenda, and she advised that the public may also comment for three minutes on any matter on the agenda during that item by using the *raise hand* feature to be recognized to speak.

Public Comments: None

COMMISSIONER COMMENTS, REQUESTS, RECOMMENDATIONS

Chair Getzelman asked for any comments, requests, or recommendations from the Commissioners.

Commissioner Rozance requested that the Commissioners receive a report on the Fee Waiver Program next year. Chair Getzelman made a brief statement. MCPC worked to forge a collaborative relationship with new COP Flores and Parks staff where MCPC assumes a more participatory role by becoming more engaged in the process. At the February 2023 MCPC meeting, per the prescribed rotation, Commissioner Stracke will be appointed Chair. She looks forward to the MCPC’s continued efforts for the mutual benefit of Parks staff and Commission.

ADDITIONS AND CORRECTIONS BY COMMISSION CLERK

None.

ACCEPTANCE/APPROVAL OF MCPC MEETING ACTION MINUTES

1. October 6, 2022 MCPC Meeting Action Minutes

2. November 3, 2022 MCPC Special Meeting Action Minutes

Commission Chair Getzelman announced that the minutes for both meetings had been distributed to the Commissioners prior to the meeting. Taking each set of minutes separately, Chair Getzelman called for comments, questions, or corrections to the minutes. Hearing none, she announced the October 6, 2022 Meeting Minutes and November 3, 2022 Special Meeting Minutes were deemed approved as submitted.

SCHEDULED MATTERS

3. Discuss 2023 Parks Commission Meeting Dates, including: a) Designating certain meetings to be held at park sites, and b) Approve 2023 Parks Commission Meeting Dates as presented or as modified by the Commission.

To begin the discussion, Chair Getzelman posed two questions: 1) Which parks sites have facilities to hold meetings? 2) Are the Commissioners available to arrive at the various park sites by 3 p.m. for scheduled Commission meetings? COP Flores identified two park locations within the general travel corridor, San Lorenzo Park, where Wi-fi technology is limited, and Laguna Seca. He stated he did not see any benefit to holding meetings at the various parks; however, special meetings could be scheduled for specific needs.

Commissioner Comment: Supervisor Phillips opined that it might be tough for working people if MCPC meetings were held at the various parks. Commissioner Rozance stated there could be a benefit if a particular project was proposed. Commissioner Sanchez stated there is value to going to the parks as tours of the parks would be very informative, and there is enough interest from the Commissioners to tour the parks facilities at special meetings. Commissioner Sanchez stated due to heavy traffic and limited parking at the Schilling facility, the 168 W. Alisal Street government center is better situated to hold MCPC meetings.

Public Comments: None.

Motion: Commissioner Sanchez moved that the 2023 MCPC Meeting Dates be approved with the modification that meetings would be held at the government center-168 West Alisal Street. Supervisor Phillips seconded the motion.

Vote: ALL AYES, MOTION CARRIED.

4. Discuss Revenue-Generating Opportunities for Parks Events.

Public Comments: None.

Commissioner Comments: None

Action: Commission Chair Getzelman tabled the item as no one had comments.

5. Discuss E-bike Policy for County Parks; Consider creating an Ad Hoc Committee to develop the policy; Provide feedback to Staff

COP Flores advised since his December 2021 report, there have been various legal challenges and various community groups going forward with State Parks, Bureau of Land Management, National Parks Service, National Forest Service, etc. He requested that an MCPC ad hoc committee be formed to investigate different agencies policies related to E-bikes, meet with community members, and draft a policy/ordinance for E-bike use in County Parks.

Public Comments: A Linder

Commissioner Comments: Commissioner Tibbs expressed that it is important to remember Commissioners are ambassadors for County parks. The County's older demographic is purchasing E-bikes, and E-bikes present an accessibility component. MCPC needs to encourage education and outreach and work within our community to ensure proper usage of parks. MCPC has an opportunity to engage local community members from shop owners to park users. MCPC could instill a culture of education, awareness, and respect for the outdoors as well as safety for all users. The Commissioners expressed interest in forming an ad hoc committee.

Motions:

1) Commission Sanchez motioned that MCPC form an ad hoc committee to develop a draft E-bike policy for County Parks. Commissioner J. Stracke seconded the motion.

Vote: ALL AYES, MOTION CARRIED

2) Supervisor Phillips motioned that the ad hoc committee be composed of the following members, Commissioners Sanchez, Stracke, and Getzelman, with the members from the public to be selected by MCPC Chair in consultation with the Chief of Parks. The motion was seconded by Commissioner Rozance.

Vote: ALL AYES, MOTION CARRIED

DEPARTMENT UPDATES

COP Flores thanked Supervisor Phillips for his service on MCPC.

a. Staff Introduction

COP introduced a new member of the Parks Division, Parks Secretary Arika Garcia.

b. Laguna Start-Finish Bridge and Track Overly Project

AOM-LSRA Bell reported that the Bridge has been demolished, and the Contractor is currently working with PG&E on pole relocation. The Project is on time/on budget.

c. Friends of Laguna Seca Concession Proposal

COP Flores reported that on November 8, 2022, Parks staff went to BOS to discuss Laguna Seca finances. Staff brought forward a proposed concession agreement with Friends of Laguna Seca (Ross Merrill, Bruce Canepa, et al.). The County is in negotiations with this group to establish a concessionaire agreement. The proposed agreement would have a nonprofit organization running the track (unpaid directors/paid staff) for an initial term of 5 years, with \$5 million in operating funds and \$10 million investment for necessary deferred maintenance and capital improvement projects. The new group would assume all existing contracts. Two optional 25-year terms are proposed, which could bring an additional \$50 million to the LSRA facility. Supplemental funding is greatly needed as the County General Fund cannot support the level of improvements and maintenance required at LSRA. Under such an agreement, the County could step back from daily oversight, and the COWCAP costs would be greatly reduced. The proposed concessionaire agreement is scheduled to be brought for BOS consideration in February 2023. Supervisor Phillips advised that the BOS is totally supportive with moving forward with negotiations. He qualified that major capital changes would still have to come through the County and could require an EIR.

d. ARPA Projects

COP Flores advised that the ARPA projects are going well, some slower than others. Water tank projects at Jacks' Peak and Royal Oaks parks have been completed. AOM-LSRA Bell reported that the large water tank replacement at LSRA is scheduled to be completed by May 2023. The bathroom project is close to completion. AOM-SCP Merkle advised that large projects are also underway at both lakes. At Lake Nacimiento, a 100,000-gallon water tank is being replaced. At LSA, a large project is underway to bring potable water back to LSA. The facility has been without potable water for eight years. Restoring potable water should enhance park visitation.

e. Fuel Reduction-Goat Grazing at former Fort Ord Open Space and Toro Park

COP Flores advised that the goat grazing project at the former Fort Ord properties ended with 1400 acres grazed. Currently, 700 goats are grazing in the back country of Toro Park providing fuel reduction under a cooperative agreement where Parks provides property/graze, and the goats' services are provided at no cost to the County. Parks has saved approximately \$85,000 on former Fort Ord properties and likely will save more at Toro Park utilizing this fuel-reduction method. When the grass turns green, the company will resume charging for the goats' services.

f. San Lorenzo Park Campground Reopening

Parks has reopened, and campers are using the facility again. Parks' grounds team did a great job with the pond rehabilitation.

g. Toro Park Eagle Scout Project/Quail Meadows Dog Park

An eagle scout project to install a Leash Free Dog Area near the back portion of Quail Meadows will be completed by December 15, 2022. The dog area surrounding a willow tree is enclosed with a 4-foot-tall chain link fence with double gate. The project's cost, ~\$5,000, was financed through a GoFundMe campaign.

h. Depredation of Wild Pigs

Parks has had significant issues with wild pigs at Toro Park, San Lorenzo Park, and Lake San Antonio. County Park Rangers provide some depredation services. As a last resort, Parks contracted with Urban Trapping Wildlife Control to trap and humanely dispatch the pigs.

i. 2022 Equal Opportunity Report

COP Flores shared that he spoke with the County Civil Rights Office and was advised that all information available and requested over the last year can be found in the May 3, 2022 Board Report. The Equal Opportunity Plan is available on the Civil Rights Office website. Commissioner Sanchez reminded everyone that his request was to have a presentation. COP Flores stated he could ask the Civil Rights Office to make a presentation; however, they are under no obligation to make a presentation.

NEW FUTURE AGENDA ITEMS

Commissioner Rozance - Report on Day-Use Fee Waiver Impacts/Increased Visitorship; Update on Proposition 68 grant status and Per Capita projects.

Commissioner Sanchez - Presentation on Volunteer Program, specifically on Parks' outreach and efforts to re-energize the program. He offered to help by contacting the Superintendent of Schools to ensure local schools and students living in urban areas are involved in the program.

MEETING ADJOURNMENT

Chair Getzelman thanked Supervisor Phillips for his service on MCPC. Commissioner Sanchez thanked Chair Getzelman for the great job done as Chair. Chair Getzelman announced that the next meeting is a special meeting tentatively scheduled for January 5 or 12, 2023, at 3 p.m., to make an AB361 finding. The Chair thanked everyone for their participation in the 2022 meetings and wished everyone happy holidays. The meeting was adjourned at 4:29 p.m.

Attachment C

AD HOC COMMITTEE REPORT
ON
RECOMMENDATIONS FOR E-BIKES ON MONTEREY COUNTY PARKS TRAILS

I. SHOULD THE CURRENT MONTEREY COUNTY E-BIKE ORDINANCE BE UPDATED?

Monterey County Code 14.12.060.I, currently states, “Electric bicycles are prohibited from all County park dirt trails, unless authorized by the Director”.

It is clear that e-bikes are increasingly popular with a wide range of cyclists. Having an extra boost can help with riding longer distances and tackling hills and rougher terrain. E-bikes open doors for a variety of individuals who are physically challenged. E-bike riding is especially beneficial for seniors by helping with balance, mobility and cognition while improving their overall quality of life.

Responding to requests from the public to update the County E-bike ordinance, the Parks Commission formed an Ad Hoc Committee to research the potential for modifying the current ordinance for e-bikes on trails within Monterey County Parks.

II. WHAT ARE THE ISSUES AND HOW ARE OTHER AGENCIES AND JURISDICTIONS APPROACHING THEM?

We felt it was important to learn how other agencies and jurisdictions currently approach e-bike ordinances/regulations and to glean information from the community about potential issues/concerns.

With increased sales and use of e-bikes, many agencies/jurisdictions have reconsidered their original position of banning e-bikes on their trails and have updated their ordinances.

Although e-bikes are being more widely accepted, three issues came up time and time again in our research: Which classes of e-bikes should be allowed on trails, on which kind of trail should e-bikes be allowed (single or multi-use) and the importance of preventing/resolving conflict on the trails.

Which Classes Of E-Bikes Should Be Allowed On Trails - With time and the increased popularity of e-bikes, the industry and more than half of US states have coalesced around a common (though broad) system of three classes of e-bikes:

Class 1 E-Bikes are limited to a top speed of 20 miles per hour, and the electric motor works only when the rider is pedaling. Some models have a throttle on the handlebars that offers an extra power boost, but on Class 1 e-bikes the throttle works only if the rider is pedaling. Class 1 e-bikes are usually allowed on bike paths and bike lanes that are shared with traditional, non-assisted or analog bikes. .

Class 2 E-Bikes are also limited to a top speed of 20 miles per hour, but they have throttles that work whether the rider is pedaling or not. Most Class 2 e-bikes offer electrically assisted pedaling alongside throttles. As with Class 1 e-bikes, they are usually allowed on bike paths and bike lanes that are shared with traditional, non-assisted or analog bikes.

Class 3 E-Bikes are where things get confusing. California doesn't allow Class 3 e-bikes to have throttles but pedal-assisted electric power continues up to 28 miles per hour. While many jurisdictions allow Class 3 e-bike riders to ride in road lanes or a bike-only lane in the

shoulder of the road, they are often prevented from riding on bike paths that exist outside of the road or on multiuse trails shared with pedestrians.

In researching regional, state and federal e-bike ordinances on the internet, the Committee found that many jurisdictions, even those that previously prohibited e-bikes, are moving to allow e-bike riders access to the same trails used by mountain bike and analog bike riders.

On which kind of trail should e-bikes be allowed (single or multi-use) - The committee's research revealed that most jurisdictions find that multi-use trails best accommodate the needs of most users:

- They disperse users across the entire system reducing environmental and social impacts.
- They build a trail community by increasing cooperation to preserve and protect a common resource. Separate trails often breed ill will, territoriality and rivalries.
- They are most cost effective for land managers, requiring fewer signs, less staff and simplified monitoring and enforcement.
- They enable responsible, experienced users to educate outlaws and novices.
- Recent studies show that most e-bikes cause no more damage to trails than mountain bikes making multi-user trails all the more appropriate.

The importance of preventing/resolving conflict on the trails - Preventing and resolving conflict on the trails is essential to a successful trail system. The following represent the major components of a successful trail management strategy:

- User Education - information about a trail's location, routing and authorized uses.
- Etiquette - guidelines for behavior on the trails.
- Signage – appropriate and adequate.
- Public support and involvement.

III. COMMUNITY INPUT

Realizing the importance of access information from current trail-users about this potential ordinance change, the Ad Hoc Committee sent two separate surveys to Monterey County Parks trails user groups: hikers, cyclists, mountain bikers, e-bikers and Equestrians (those using either Toro Park or Fort Ord Travel Camp trails).

The first survey asked open-ended questions regarding over-all attitudes regarding e-bikes, single or multi-use trails and trail safety. We received 180 responses to this survey. We subsequently sent a second survey asking which classification of e-bikes should be allowed on Monterey County Parks. 112 trail users responded as follows:

Class 1 e-bikes	98 (87.5%) responded in favor
Class 2 e-bikes	10 (8.9%) responded in favor
Class 3 e-bikes	23 (20.5%) responded in favor
All of the above	8 (7.1%) responded in favor
None of the above	7 (6.3%) responded in favor

IV. RECOMMENDATIONS FOR MONTEREY COUNTY PARKS TRAILS ORDINANCE

The Ad Hoc committee was tasked with researching whether the current e-bike ordinance should be updated in order to assure that Monterey County provide high-quality user experiences for hikers, cyclists, mountain bicyclists, e-bike riders and equestrians, protecting

natural resources and maintaining user safety as well. These challenges are interrelated and cannot be effectively addressed in isolation.

Considering the internet information gleaned from groups, agencies and jurisdictions and the survey responses from local users, the Ad Hoc Committee would like to make two recommendations:

- A. The first recommendation is to replace current Monterey County e-bike ordinance, Code 14.12.060.I, with an ordinance allowing Class 1, Class 2 and Class 3 e-bikes on Monterey County Park trails, establishing a cycling speed limit of 20 mph and encouraging single file riding for all cycles. Although Monterey County Parks trail users differed widely in their view of which e-bike classifications should be allowed, we believe that it's logistically impossible for Parks personnel to adequately monitor which e-bikes are being ridden on park trails.

An example of such an ordinance might read:

"No person shall operate any analog or e-bicycle in a Monterey County Park other than on a path designated and signed for that purpose or on a paved vehicular road meant for motor vehicles. All bicyclists shall ride in single file, except to pass. No bicyclist shall exceed 20 mph or a safe speed considering the circumstance".

- B. Our second recommendation is focused on helping to assure a high quality user experience on Parks trails. We recommend that Monterey County Parks Division coordinate with local user groups to implement a Trail Management Strategy for prevention and resolution of conflict on Monterey County Parks trails employing the following components:

- User Education - information about a trail's location, routing and authorized uses.
- Etiquette - guidelines for behavior on the trails.
- Signage – appropriate and adequate.
- Public support and involvement.

Attachment D

Chapter 14.12 - COUNTY PARKS

14.12.010 - Definitions.

Original Language:

C. "Bicycle" means any device with two or more wheels that is human powered, including but not limited to mountain bikes, cruisers, and street bicycles.

K. "Electric bicycle" means a bicycle equipped with fully operable pedals and an electric motor.

Draft Proposed Definition Language:

K. "Electric bicycle" means a bicycle equipped with fully operable pedals and an electric motor, including Class 1, Class 2, and Class 3 Bicycles.

TBD. "Electric Transportation Device" means any device or mode of transportation which is powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source.

TBD. "Class 1 Electric Bicycle" means a electric bicycle that is pedal-assist only, with no throttle assistance, and has a maximum assisted speed of 20 mph.

TBD. "Class 2 Electric Bicycle" means a electric bicycle that is pedal-assist, with throttle assistance, and has a maximum assisted speed of 20 mph.

TBD. "Class 3 Electric Bicycle" means a electric bicycle that is pedal-assist only, with no throttle assistance, and has a maximum assisted speed of 28 mph.

14.12.060 - Transportation.

Original Language:

H. No person within a County park shall ride a bicycle on any trail not authorized for such use.

I. Electric bicycles are prohibited from all County park dirt trails, unless authorized by the Director.

Draft Proposed Language:

Language regarding the trail use etiquette

TBD. Any person who uses a Monterey County Park must yield the path, on both roads and trails, to other visitors in the following manner: Bicycles, electric bicycles, and electric transportation devices must yield to pedestrians and equestrians; and pedestrians must yield to equestrians.

For bicycles, electric bicycles, and electric transportation devices, the passing speed shall be no greater than 10 mph on roads, and 5 mph on single-track trails.

Option A (Limits all bikes, electric bikes, and electronic transportation devices to 20 mph)

I. No person shall operate any bicycle, electric bicycle, or electric transportation device in a Monterey County Park other than on a path designated and signed for that purpose or on a paved vehicular road meant for motor vehicles and shall maintain a safe speed not to exceed 20 mph.

Option B (Limits class 1, 2, 3 bikes to 20 mph)

I. No person shall operate any class 1, class 2, class 3 electric bicycle(s) in a Monterey County Park other than on a path designated and signed for that purpose or on a paved vehicular road meant for motor vehicles and shall maintain a safe speed not to exceed 20 mph.



County of Monterey

Item No.3

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-447

June 06, 2024

Introduced: 5/31/2024

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive a report regarding the North County Youth Recreation Association (NCYRA) Concession Agreement for the Manzanita Park Sports Complex; and consider forming an Ad Hoc Committee for review and comment on a new revised agreement.

RECOMMENDATION:

It is recommended the Monterey County Parks Commission receive a report regarding the North County Youth Recreation Association (NCYRA) Concession Agreement for the Manzanita Park Sports Complex; and consider forming an Ad Hoc Committee for review and comment on a new revised agreement.

SUMMARY/DISCUSSION:

Background

On May 11, 1976, the County of Monterey acquired property in the Prunedale Community to build a new North County park. At the time, the property was called, "The 500 Acres," and following acquisition by the County was renamed, Manzanita Park. The County proceeded with developing an entry road, water and electrical system, but unfortunately work halted due to a lack of funding.

The County then entered discussions with a newly formed local nonprofit, the North County Youth Recreation Association (NCYRA), for fundraising and development of a much-needed sports complex. In 1981, the County and the California Coastal Commission provided approval for the Sports Complex and NCYRA entered into a concession agreement with the County for development and management of the Manzanita Park Sports Complex. Following nearly two decades of fundraising and construction, the Sports Complex opened in 1999, and NCYRA has been managing the site since that time through numerous concession agreements with the County.

The current NCYRA Concession Agreement (Attachment A), is set to expire on April 21, 2025, and work needs to begin negotiating a new agreement with NCYRA. The agreement was drafted during a time when there was a Parks Department and the Rangers were managing the facilities. A multitude of things have changed since that time, namely the Parks Department was dissolved and the Rangers have transitioned their priorities to public safety rather than facility management. Currently, the Parks and Lakes Division of the Public Works, Facilities and Parks (PWFP) Department manages the Manzanita Park open space and works cooperatively with NCYRA for maintenance on the water system and trail network surrounding the Sports Complex.

Parks staff recommends that the Commission form an Ad Hoc Committee to work with staff

and NCYRA on crafting an updated agreement.

Prepared by: Bryan Flores, Chief of Parks (831) 796-6425

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

Attachments:

Attachment A - Current NCYRA Agreement



County of Monterey

Item No.3

Parks Commission

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-447

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Legistar File Number: 24-447

Parks staff recommends that the Commission form an Ad Hoc Committee to work with staff and NCYRA on crafting an updated agreement.

Prepared by: Bryan Flores, Chief of Parks (831) 796-6425

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

DocuSigned by:
Randell Ishii
C09779208FE94F3...

Attachments:

Attachment A - Current NCYRA Agreement

Attachment A



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12686

Upon motion of Supervisor Phillips, seconded by Supervisor Potter and carried by those members present, the Board of Supervisors hereby:

- a. Approved the Manzanita County Park Sport Complex Concession Agreement between the County of Monterey and the North County Youth Recreation Association retroactively beginning on August 1, 2011 and for a period of ten (10) years from the date of execution of the agreement by the County;
- b. Authorize the Chair of the Board of Supervisors to sign the agreement; and
- c. Directed staff to return in July or August with status report on ADA issues.

PASSED AND ADOPTED on this 21st day of April 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Potter
 NOES: Supervisor Parker
 ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on April 21, 2015.

Dated: April 22, 2015
File ID: A 15-084

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**Manzanita County Park
Sports Complex Concession Agreement
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MANZANITA COUNTY PARK

SPORTS COMPLEX CONCESSION AGREEMENT

This Manzanita County Park Sports Complex Concession Agreement (" Agreement") is made and entered into by and between the County of Monterey, hereinafter called "County," and North County Youth Recreation Association, hereinafter called "Association."

RECITALS

Whereas, County is the owner in fee of Manzanita County Park, located in North Monterey County, near Prunedale, California, described as the "Property" in Exhibit "A," attached hereto and made a part of this Agreement by reference; and,

Whereas, Association has for approximately thirty years through a series of agreements with County managed, controlled and developed a portion of the Property (the "Premises") more particularly described and depicted in Exhibit "B," attached hereto and made a part of this Agreement by reference; and,

Whereas, the last such agreement, Manzanita County Park Concession Agreement No. A-08676, expired on July 31, 2011, and Association desires to renew that agreement , as amended, for purposes of continuing to develop, operate and maintain a youth sports complex at the Property for the use and enjoyment of the general public, particularly the youth, who reside in the unincorporated area of North Monterey County; and,

Whereas, the County agrees to renew said agreement with revisions; and,

Whereas, Association agrees that said updated and revised agreement is for the betterment and mutual benefit of both County and Association; Now, therefore,

County and Association agree as follows:

DEFINITIONS

1. AGREEMENT:

This Manzanita County Park Sports Complex Concession Agreement.

2. AGREEMENT DOCUMENTS:

Concession agreements, exhibits, special events, memorandum of understandings, amendments, and addenda to any of the above.

3. ASSOCIATED ACTIVITIES:

All activities that promote increased community involvement and volunteer participation and recognition for the benefit of Manzanita Park.

4. ASSOCIATION:

North Monterey County Youth Recreation Association, a recognized 501c4 non-profit organization, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

5. BOARD OF SUPERVISORS:

The Board of Supervisors of the County of Monterey.

6. COUNTY:

The County of Monterey, a political subdivision of the State of California.

7. COUNTY WATER SYSTEM:

The County owned water distribution system on the Property from the Well to the Pump Station.

8. DIRECTOR:

The Director of Parks, County of Monterey, or his or her designees.

9. PARK VOLUNTEERS:

Individuals participating in the County of Monterey Parks Department live-on volunteer program and in compliance with all the requirements thereof.

10. PREMISES:

A portion of Manzanita County Park, more specifically depicted and described in Exhibit "B."

11. PROJECT:

The development, construction, and/or installation of new facilities that have been approved by the County, and work on existing facilities that improves, rehabilitates, renovates, or restores the quality or function of such facilities and that has been approved by the County.

12. PROPERTY:

Manzanita County Park, County of Monterey, depicted in Exhibit A.

13. PUMPSTATION:

The booster pump station for water located on the Property.

14. UTILITY SERVICE or UTILITIES:

Generally, the provision of water (potable or non-potable), electricity, telephone, natural gas, and other services commonly understood to be "utilities", to the Property or Premises.

15. WELL:

The current source of water on and for the Property.

ARTICLE I - CONCESSION

SECTION 1 - GRANT OF CONCESSION

- A. Association is hereby granted an exclusive concession to control, manage, operate, develop and maintain the Premises under the terms and conditions, and for the purposes, set forth in this Agreement.
- B. The general purpose of this Agreement is for the Association to control, manage, operate, develop and maintain a youth sports complex at Manzanita County Park.
- C. Association agrees that this Agreement is a Concession Agreement and not a lease. The Agreement confers only permission to occupy and use the Premises in accordance with the terms and conditions herein specified, without granting or reserving to Association any interest except as provided herein. The expenditure of capital and/or labor in the course of use and occupancy shall not confer any interest in the premises by virtue of said use, occupancy and/or expenditure of capital thereon except as provided herein. It is the intention of both parties to limit the right of use granted herein to a personal, revocable and, except as provided herein, nonassignable/nontransferable privilege of use in the areas designated and for the purposes stated. At no time shall Association subject the Property or Premises to any lien or encumbrance superior to the rights of County.

SECTION 2 - WARRANTY OF TITLE

- A. County warrants that it has fee simple title to the Premises and that such Premises are free and clear of all claims.

- B. County and Association agree that this Agreement shall in no way limit County's right to develop other recreational facilities and other compatible uses at any time within the Property and/or adjacent to the Premises.

SECTION 3 - QUIET ENJOYMENT

- A. Association, paying the Concession fee and performing and observing the terms and conditions herein, may peaceably enjoy the use of the Premises during the term hereof to perform the functions and services specified herein.
- B. The County, its officers, agents, and employees shall have the right to enter upon the Premises at all times and for any official purpose, including but not limited to inspection for compliance with the terms and conditions of this Agreement. However, the County, its officers, agents, and/or employees shall not unreasonably interfere with Association's Concession operation.

ARTICLE II - TERM AND FEE

SECTION 1 - TERM

The term of this Agreement shall begin on August 1, 2011 and shall extend for a further period of ten (10) years from and after the first day following the day of execution of this Agreement by County.

SECTION 2 - FEE

Association agrees to prepay to County as Concession payment for use of the Premises, the sum of one dollar (\$1.00) per year for a total of ten dollars (\$10.00) within 30 days of the Board of Supervisors' approval of this agreement. Should the agreement be terminated early pursuant to Article VIII, Association shall receive a pro-rated refund of the fee.

SECTION 3 - OPTION TO RENEW

Association shall have a single option to renew this Agreement for an additional ten (10) year term, subject to the following conditions:

- A. Association shall give written notice to County of its intention to exercise the option to renew no later than ninety (90) days prior to the expiration of the term.
- B. County, after being duly notified of Association's intent to exercise the option to renew, shall review the Agreement terms and conditions with the Association to determine if any amendment to its terms and conditions are necessary or appropriate.

- C. If no amendments are proposed to the terms and conditions of the Agreement, it shall be renewed for the additional ten (10) year term.
- D. If amendments are proposed to the terms and conditions, a renewal for the additional ten (10) year term shall be subject to the approval by the Board of Supervisors.

ARTICLE III - ASSOCIATION'S RIGHTS AND OBLIGATIONS

SECTION 1 - RECREATION AND ANCILLARY USES

- A. Association shall have the right to develop, construct, maintain and operate the Premises for the following recreation and ancillary uses:

- | | |
|---|---|
| <ul style="list-style-type: none"> 1) <u>Park and Recreation Uses:</u> Soccer Baseball Football Community Center Indoor Sports Batting Cages BMX Track Other Youth Sports & Activities as approved in writing by the Director | <ul style="list-style-type: none"> 2) <u>Ancillary Park and Recreation Uses:</u> Food Concession Facilities /Services Restrooms Associated Activities Parking Maintenance/Equipment Storage Infrastructure Systems Fencing, Signage, Sports Field needs |
|---|---|

- B. The Association shall not allow activities that are excluded by or exceed any deed or use restrictions.

SECTION 2 - RESPONSIBILITY FOR PREMISES

The development, operation, and maintenance of the grounds and structural facilities on the Premises shall be at the sole expense, and the sole responsibility, of the Association, except as provided for under the County's maintenance responsibilities outlined in Exhibit "D".

SECTION 3 - PRIMARY USE OF PREMISES BY ASSOCIATION

- A. The ultimate purpose of this Agreement is to provide for the recreational benefit of youth activities and the general public. The complete and continuous use of the Premises and all facilities and services shall be made available to the public without discrimination as to race, sex, creed, religion, or disability.
- B. Association shall have the first right of priority to schedule the use of the Premises, in accordance with this Article.

- C. Association shall have the right to operate food and soft drink concession facilities. However, all food and drink preparation and sale must meet and conform to any and all applicable State and County Health regulations and requirements.
- D. When not in use for a scheduled activity, or subject to routine or extraordinary maintenance activity, the access gate shall remain closed. The Premises shall be open to the reasonable use by the general public, provided, however, that said reasonable use shall not include vehicular access, except during those times the Association has opened the gate for its scheduled activities..
- E. Association shall have the responsibility for and shall at all times during the term provide adequate security measures to reasonably protect persons and property on the Premises.

SECTION 4 - American with Disabilities Act Compliance

1. At their sole cost and expense Association shall erect an informational sign at the entrance to the Premises advising any person, designated as disabled pursuant to California and federal law, to call the provided phone number for vehicular access to the Premises.

2. The provided phone number shall be to the Monterey County Parks Department and the wording for the sign shall be developed in cooperation with the County.

3. The Association shall provide a live-on volunteer to reside within the Premises on "pads" established for that purpose by County. The live-on volunteer (Volunteer) shall be a part of, and subject to, the County Parks Volunteer Program.

4. The Volunteer shall perform such duties as may be assigned by Association including providing vehicular access to the Premises for disabled persons when so advised by the Monterey County Parks Department.

5. The Association and the County, via the Monterey County Parks Department, shall reasonably cooperate with respect to phone numbers, times of unavailability, and all matters necessary to provide reasonable, convenient and timely ADA access to the Premises, from 8:30 a.m. to one-half (1/2) before sunset, seven (7) days a week, except for national holidays.

6. At such times as the County has been advised by the Volunteer that the Volunteer is unavailable to provide ADA access, the County through its own live-volunteer or other staff person shall provide ADA access.

7. The foregoing shall be reviewed six (6) months from the date of implementation and, if necessary for ADA compliance, shall be modified as the parties may reasonably agree.

SECTION 5 - SIGN AND ADVERTISING PLAN AND APPROVAL

- A. Association may develop a concession sign and site advertising plan for written approval by County. The Association will obtain such written approval before installation or erection of any signs not previously approved by prior written agreement.
- B. The signage and advertising program must comply with all applicable County sign regulations, and should include, but not necessarily be limited to, vehicular directional signs, park and facility entrance signs, signs located on Premises, team sponsor signs, banners, etc.

SECTION 6 - SCHEDULES

- A. The Premises shall be developed in accordance with the Development Program requirements, attached hereto as Exhibit "C".
- B. The Premises shall be operated and maintained in accordance with the Operation Maintenance Schedule requirements, attached hereto as Exhibit "D".
- C. The Premises shall be used in accordance with the Sport Activity Schedule attached hereto as Exhibit "E".
- D. To the extent feasible, all schedules shall be developed, maintained and updated on a calendar year basis. All schedules shall be submitted to the Director not later than 30 days prior to the start of the calendar year. The information may be posted on the Parks Department website and/or the applicable NCYRA web site.
- E. Association shall inform the Director of any modifications of the schedules and what those modifications are immediately as known to the Association, and transmit to the Director any modified schedule.

- E. Upon receipt of a modified schedule(s), the new version shall be incorporated into this Agreement by reference.

SECTION 7 - PROJECTS

Association may undertake Projects on the Premises subject to the provisions of this Section.

- A. Association shall submit to County and obtain written approval of plans and specifications for all planned Projects in accordance with Exhibit "F", Design and Plan Approval Process, attached hereto and made a part of this Agreement.
- B. County reserves the right to enter the Premises to inspect Association's Projects for compliance with Exhibit F.
- C. All Projects undertaken by Association shall be designed, constructed, installed and maintained on the Premises at no cost to County.
- D. All facilities and/or fixed improvements constructed or caused to be constructed on the Premises by Association shall be owned by Association until expiration or sooner termination of this Agreement. The County and Association agree to continue negotiations to transfer facilities and/or fixed improvements and amend upon mutual agreement to terms.
- E. Association shall not remove any facilities or fixed improvements from the Premises, nor waste, destroy, or modify any facilities or improvements on the Premises except as permitted by this Agreement.
- F. All facilities and/or fixed improvements, at any time constructed or placed upon any part of the Premises, whether by Association or any other person or entity, shall become the sole and exclusive property of the County upon expiration or sooner termination of this Agreement.
- G. County agrees upon request of Association to execute, as the legal owner of the Property and Premises, documents which are required by State, Federal, or County laws or regulations required in connection with the undertaking of any Projects approved pursuant to this Agreement.

SECTION 8 - MECHANIC'S LIENS

- A. Association shall at all times indemnify and save County harmless from any and all claims for labor or materials in connection with demolition, construction, repair, alteration, or installation of structures, improvements, equipment, or facilities at the Premises, and from the cost of defending against such claims, including attorney's fees.

- B. In the event a lien is imposed upon the Premises as a result of such demolition, and/or construction, repair, alteration, or installation, Association shall procure and record a surety bond, or other security approved by County, naming County as obligee, which frees the Premises from the claim of the lien and from any action brought to foreclose the lien.
- C. Should Association fail to procure and record said security within thirty (30) days after the filing of any such lien, this Agreement shall be in material default of this Agreement, and it shall be subject to immediate termination by County, anything in this Agreement to the contrary notwithstanding.

SECTION 9 - ENVIRONMENTAL PROTECTION

- A. At its sole cost and expense, Association shall take all precautions to prevent all toxic substances, and petroleum products of any nature, from being discharged on grounds of the Property and Premises, and shall have all trash, litter or garbage generated or placed on the Premises or Property as a result of the activities carried out by the Association pursuant to this Agreement to be removed in a timely manner.
- B. At its sole cost and expense, Association shall comply with all conditions and mitigation measures set forth in the certified Environmental Impact Report and all present and future conditional use permits for Manzanita County Park by any appropriate Federal, State, County, or local regulatory agency.

SECTION 10 - REPAIR OF DAMAGED FACILITIES

- A. Association shall promptly and diligently repair, restore or replace as required, all damages to any part of the improvements or facilities resulting wholly or in part from damages caused by fire or other causes up to the amount covered by extended coverage insurance.
- B. The complete work of maintenance, repair, restoration, or replacement shall be equal in value, quality and use to the condition of the improvements before the event, giving rise to the work, except as expressly provided to the contrary in this Agreement.

SECTION 11 - MAINTENANCE OF PREMISES

- A. Throughout the term of this Agreement, Association shall, at its sole cost and expense, assume the maintenance and operation responsibilities of the Premises on a year around basis.

- B. The Association shall maintain the Premises and all improvements, installations, facilities, and common areas on the Premises, including landscape improvements and painting of equipment and structures, in first class condition and repair, ordinary wear and tear expected, and in accordance with all applicable laws, rules, ordinances, and regulations of Federal, State, County, governmental agencies or other regulatory agencies and insurance companies having or claiming jurisdiction.

SECTION 12 - COMPLIANCE WITH LAWS AND REGULATIONS; FINANCIAL RECORDS

- A. Association shall at all times observe and comply with, and shall cause all its employees, associates, volunteers, suppliers, and agents to observe and comply with all applicable laws, ordinances, regulations, orders and decrees of all public authorities having jurisdiction over operations under this Agreement, whether now in force or which may hereafter be in force.
- B. Association shall, at all times, maintain its status as a recognized and valid 501c4 non-profit organization. In the event that Association loses such status, it shall be in material breach of a requirement of this Agreement. Association shall immediately notify County of that fact and rectify that situation by curing that condition. Article XII shall apply to such situation.
- C. Association upon request will provide County with annual copies of financial filings and disclosures and other such financial records generated in the course of normal business that may provide the County with adequate information to evaluate the Associations fiscal soundness.

SECTION 13- TAXES, ASSESSMENTS, AND FEES

- A. Association shall pay promptly all taxes and assessments of any kind whatsoever assessed or levied for or upon the Premises, including taxes and assessments assessed or levied upon any machines, appliances, property, property interest, possessory interest, or improvement of any kind erected, installed maintained upon, or used in connection with the Premises. The payment of such taxes, assessments, fees, or charges shall not constitute cause for modification of fees payable by Association to County.
- B. Association shall also pay promptly any taxes levied upon the business or other activities of Association, upon or in connection with the Premises.
- C. Association shall promptly pay any fees imposed by law for any licenses or permits for any business or activity of Association upon the Premises.

- D. This Agreement may create one or more taxable possessory interests pursuant to California Revenue and Taxation Code. The Association shall be solely responsible for such taxes, if any, and the County shall have no responsibility.

SECTION 14 - REVENUES

- A. All revenues generated from activities at the Premises and collected by the Association shall be held in trust by the Association for the sole and exclusive uses set forth in this Agreement, and for no other uses except as may be agreed to in writing by the Board of Supervisors. Upon termination of this Agreement, any such revenues still held by the Association shall be transferred to the County to be used solely and exclusively for the operation, maintenance or improvement of Manzanita County Park.
- B. The County shall have the right at all times and upon reasonable notice to inspect and audit the books and records of the Association to determine compliance with this Section.

ARTICLE IV - COUNTY'S RIGHTS AND OBLIGATIONS

SECTION 1 - ERECTION OF FACILITIES

County retains the right to erect facilities or make improvements within the Premises. Location of these facilities or improvements shall be at the sole discretion of County, providing their location does not interfere with existing or proposed operations of Association.

SECTION 2 - INSPECTION OF PREMISES

During reasonable hours, County, its agents or employees shall have the right, but not the obligation, to enter upon and inspect the Premises and the Association's operations, and may make written demand upon Association to perform its obligations under this Agreement. Such demand shall specify the obligations to be performed.

SECTION 3 - MAINTENANCE

County reserves the right to enter the Premises to maintain, repair, remove and replace, add to or generally improve County-owned facilities, provided, however, that such entry shall not unreasonably interfere with Association's use of the Premises.

SECTION 4 - PHYSICAL DAMAGE CAUSED BY COUNTY

County will reimburse, restore, or repair, at its sole discretion, for physical damages caused by County to Association-owned improvements located on the Premises only if

such damaged Association-owned improvements are located and built in accordance with plans and specifications as have been approved by County.

SECTION 5 - ROLE OF PARK VOLUNTEERS

- A. Park Volunteers shall be assigned and scheduled by the Director in accordance with their knowledge, skills, and capabilities. Park Volunteers are not peace officers, and shall not and do not act in that capacity.
- B. Park Volunteers' work schedules shall be developed in accordance with and subject to the provisions outlined in Exhibit "D" - Operation and Maintenance Schedule, Paragraph D.
- D. It is not the intent or purpose of the County's Live-on Volunteer Program at Manzanita Park to relieve the Association of its duties to maintain, operate, secure and protect the Association's physical facilities or the Premises in accordance with the provisions of this Agreement.

ARTICLE V - UTILITIES

SECTION 1 - COUNTY'S RESPONSIBILITIES

- A. County shall be responsible for the delivery of a reasonable quantity of potable water to the Pump Station. In the event of a failure of the County Water System, County shall repair the County Water System as expeditiously as possible, subject to the \$200,000 as referenced below.
- B. In the event of a failure of the Well to deliver potable water, or a failure of the County Water System, either of which requires repairs costing in excess of \$200,000, County and Association shall immediately engage in good faith negotiations for a period not to exceed 180 days to determine the long-term feasibility of supplying water to the Premises. The County shall not be obligated by this Agreement to make or cause to be made deliveries of potable water or any repairs to the County Water System costing in the aggregate in excess of \$200,000. During the good faith negotiation period, the County agrees to supply interim potable water to the Premises provided that the cost for the interim potable water shall be included in the not-to-exceed cost of \$200,000 for repairs. It is understood and agreed to by the parties that the not-to-exceed cost of repair is for a catastrophic failure of the County Water System or of the Well, and are a not part of any expected routine maintenance or service.
- C. Notwithstanding the above, in the event that the County Water System cannot be repaired for the not-to-exceed price of \$200,000, or the County determines in its sole discretion that the Well is no longer operational or cannot otherwise provide water to the Premises, and water to the Premises must be provided from another

source or provider (other than the County of Monterey), the County and Association shall enter into good faith negotiations to determine an equitable operational and financial solution for a long-term water supply to the Premises. Such negotiations shall not exceed an additional 60 days. In the event the parties cannot agree upon an operational and financial solution for a long-term water supply to the Premises, this Agreement shall terminate immediately upon the expiration of the additional 60 day period.

- D. Except as specifically set forth herein, County shall have no responsibility to provide or pay for Utilities or Utility Service to the Premises.

SECTION 2 - ASSOCIATION'S RESPONSIBILITIES

- A. Association shall pay connection fees and charges for all Utilities, including but not limited to, water from the pump house, power for the Pump Station, sewer, electricity, telephone, or any other service required by Association on the Premises.
- B. If a planned improvement or facility is not served by a separate meter for electrical service, Association shall at its own expense have a separate electrical meter installed and all charges derived there from shall be billed to the Association's noticed address and shall be timely paid by Association, as per the billing agency requirements.

SECTION 3 - UTILITY EASEMENT OR RIGHTS-OF-WAY

- A. Association shall permit any County authorized public utility company or district to run natural gas, water, sewer, electric, or telephone conductors, pipes, conduits, or duct work where necessary or desirable over, under or through the Premises in a manner which will not unreasonably interfere with the Association's use of the Premises.
- B. All Utilities must be brought to the Premises over County-approved public utility easements or rights-of-way granted for the purpose of serving the Premises.

ARTICLE VI - INDEMNIFICATION, DEFENSE AND HOLD HARMLESS

SECTION 1 - INDEMNITY, DEFENSE AND HOLD HARMLESS

- A. Association shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting from any of the activities authorized to be undertaken pursuant to this Agreement, and from any

and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Association's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County.

- B. If Association enters into any agreement that contains a defense, indemnification and hold harmless clause in favor of the Association, Association shall require such clause to also be in favor of the County, its officers, agents and employees similar to that described in paragraph A, above.

ARTICLE VII - INSURANCE COVERAGE

SECTION 1 - INSURANCE DURING TERM OF AGREEMENT

- A. Without limiting Association's defense, indemnification and hold harmless obligation described in Article VII, above, Association shall maintain in force at all times during the performance of this Agreement a policy of insurance as follows and in the minimum limits of liability as stated herein:
1. Comprehensive General Liability -

Comprehensive General Liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
 2. Comprehensive Automobile Liability -

Comprehensive Automobile Liability for Association owned vehicles, including but not limited to property damage, bodily injury and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.
 3. Fire and Extended Coverage -
 - a) All improvements owned by Association located on the Premises shall be kept insured against loss or damage by fire and such other risks as are now or hereafter included in extended coverage endorsements in common use for commercial structures, including vandalism and malicious mischief.
 - b) The amount of such insurance shall be sufficient to prevent County from becoming a coinsurer under the provisions of the policies, but in no event shall the amount be less than one hundred percent (100%) of the actual replacement cost.

- c) If any dispute arises whether the amount of insurance complies with the above, which cannot be resolved by agreement between County and Association, the County may, but not more often than once every twelve (12) months, request the carrier of the insurance then in force to determine the full insurable value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purpose of this Agreement.

4. Workers' Compensation -

Workers' Compensation covering statutory requirements of the State of California and Employer's Liability of not less than \$1,000,000 per occurrence.

- B. Association shall require any agreement entered into for the use of the Premises by any organized group or entity to require Comprehensive General Liability coverage as described in paragraph A.1, above.

SECTION 2 - ADDITIONAL INSUREDS

All liability policies required pursuant to Section 1, above, shall provide an endorsement naming the County of Monterey, its officers, agents and employees as additional insureds and shall provide 30 days notice to County of Monterey in advance of cancellation or nonrenewal of said policies.

SECTION 3 - PRIMARY INSURANCE

Liability policies shall be endorsed to provide that such insurance is Primary Insurance and that no insurance of the additional insureds shall be called upon to contribute to a loss covered by Provider's Insurance.

SECTION 4 - COPIES OF INSURANCE POLICIES

- A. A current Certificate of Insurance policy, including all applicable endorsements and endorsement pages must be on file with the County's Contracts/Purchasing Division.
- B. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Contracts/Purchasing Officer.

- C. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless Clauses in this Agreement, which shall continue in full force and effect.
- D. Certificates of Insurance from any groups other than Association must be submitted thirty (30) days prior to any event or activity held by such groups.

SECTION 5 - FAILURE TO OBTAIN INSURANCE

If Association is unable to obtain insurance for any reason, the Association shall be in material breach of this Agreement, and the Association shall immediately cease operations or use of the Premises until the required insurance is obtained. If the required insurance is not obtained within 60 days, the County may terminate this Agreement immediately, notwithstanding any other provision of this Agreement.

ARTICLE VIII - DEFAULT OR BREACH

SECTION 1 - CONSTRUCTION OF AGREEMENT TERMS

Each term and each condition of this Agreement is to be kept, observed or performed by Association and shall be construed to be both a covenant and a condition.

SECTION 2 - NOTICE OF DEFAULT OR BREACH

- A. If Association shall default or breach any covenant or condition to be kept, observed, or performed by Association, County shall give written Notice of Default or Breach to Association. Association shall have thirty (30) days after service of the notice in which to cure, remedy, and correct the default or breach, or in which to commence and diligently pursue the performance of the thing or work required to be done to cure, remedy, and correct the default or breach.
- B. Should Association fail to so cure, remedy, and correct the default or breach, or to commence to diligently pursue such corrective remedial action within and during said thirty (30) day period, or should thereafter fail to diligently pursue such corrective action, County shall have the right, but not the obligation to terminate this Agreement.

SECTION 3 - NOTICE OF TERMINATION

If the County determines to terminate this Agreement pursuant to the provisions of Section 2.B, above, the County shall deliver a notice to the Association setting a date and time by which the Association shall vacate the Premises, and the Association shall immediately cease all activities on the Premises. At the noticed date and time, the Association shall surrender possession of the Premises to the County.

ARTICLE IX - NOTICES AND PAYMENTS

SECTION 1 - NOTICES AND PAYMENTS

A. All notices and communications required under this Agreement shall be in writing, and all payments shall be by first class U.S. Mail or other overnight delivery service to the following addresses, and all notices may be made by one of the following methods:

1. All notices to Association:

North County Youth Recreation Association
P.O. Box 1051
Castroville, CA 95012

2. All payments and notices to County:

County of Monterey
Parks Department
P.O. Box 5249 (93915)
855 E. Laurel Drive, Building G
Salinas, CA 93905
Telephone: (831) 755-4895
Facsimile: (831) 755-4914
Email: parks@co.monterey.ca.us

ARTICLE X - MISCELLANEOUS

SECTION 1 - CONSTRUCTION OF AGREEMENT

A. The Director is designated as County's representative and agent to administer this Agreement.

B. This Agreement embodies the complete understanding of the parties hereto and cannot be amended or modified except in writing signed by each party hereto. Except as set forth herein, there are no other oral or written agreements, representations or warranties, expressed, or implied.

C. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of California. The parties stipulate that this Agreement was entered into in the County of Monterey, in the State of California. The parties further stipulate that the County of Monterey, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

This Agreement shall insure to the benefit of, and be binding upon, the Association and the County, or their respective successors and permitted assigns.

SECTION 2 - MEMORANDUM OF UNDERSTANDING

The Director, acting on behalf of the County, and the President of the Association acting, on behalf of his Board, may from time to time, enter into a Memorandum of Understanding to address, clarify, or otherwise resolve specific questions or issues that arise between County and Association on areas of development, maintenance and operation in which this Agreement is silent unless such action is specifically required by the Board of Supervisors. In doing so, the intent of this Agreement shall be preserved.

SECTION 3 - AMENDMENTS

Amendments to this Agreement shall be in writing, approved by the Board of Supervisors and the Board of Directors of Association, and executed by their authorized representatives.

SECTION 4 - COOPERATION AMONG COUNTY AND ASSOCIATION

- A. County and Association shall conduct their respective operation in the spirit of cooperation with each other.
- B. County and Association shall cooperate with other governmental agencies that have jurisdiction over various aspects of the operations on the Premises.
- C. Association shall obtain all permits, licenses, and/or approvals required for any Project, including but not limited to use and performance permits and/or licenses. Association shall bear the cost of any such permits, licenses and/or approvals, however County shall assist Association in the processing of such permit requirements and wherever possible, obtain a waiver of scheduled fees.

SECTION 5 - RELATIONSHIP OF PARTIES

Nothing contained herein shall deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of the Fee nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any business relationship between the parties other than the relationship of concessionaire and the grantee of a concession.

SECTION 6 - SUBJECT TO OTHER AGREEMENTS

This Agreement and all rights conveyed herein shall be subject to any deed restrictions and/or the provisions and requirements of any existing agreement between the County,

the State of California, or the United States regarding the acquisition, development, or use of the Premises. Copies of all applicable documents are on file at the office of the Monterey County Parks Department.

SECTION 7 - ASSIGNMENT OF AGREEMENT

Association shall not assign this Agreement or any interest in the Premises or any right or privilege appurtenant thereto without the prior written approval of County. Because this Agreement is being entered into by the parties due to a special relationship and special skills and abilities, neither party shall assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the other party. County reserves the right, in its sole, absolute and unfettered discretion, to approve or disapprove the proposed assignment or transfer. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the County. Notwithstanding any such subcontract, the Association shall continue to be liable for the performance of all requirements of this Agreement.

SECTION 8 - SAVINGS CLAUSE

If any provision or provisions of this Agreement are for any reason adjudged to be unenforceable or invalid, it is the specific intent of the parties that the remainder shall subsist, be and remain in full force and effect.

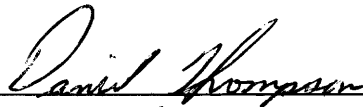
SECTION 9 - BINDING PROVISIONS


Each and all of the terms and conditions of this Agreement to be performed, kept and observed by County and Association shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of County and Association, and all rights, privileges and benefits arising under this Agreement in favor of County and Association shall be available in favor of the heirs, executors, administrators, successors, and assigns thereof respectively.

IN WITNESS WHEREOF the parties have executed this Concession Agreement as of the date set forth above.

NORTH COUNTY YOUTH
RECREATION ASSOCIATION

County OF MONTEREY

By: 
Title: President

By: 
Title: Chair, Monterey County
Board of Supervisors

Approved as to Form:
County Counsel

By: 



EXHIBIT A
PROPERTY

EXHIBIT "A" - PROPERTY

PROPERTY: MANZANITA PARK FACILITY - COUNTY OF MONTEREY

PREMISES: ASSOCIATION'S AREA OF RESPONSIBILITY UNDER CONCESSION AGREEMENT

EXHIBIT B - PREMISES

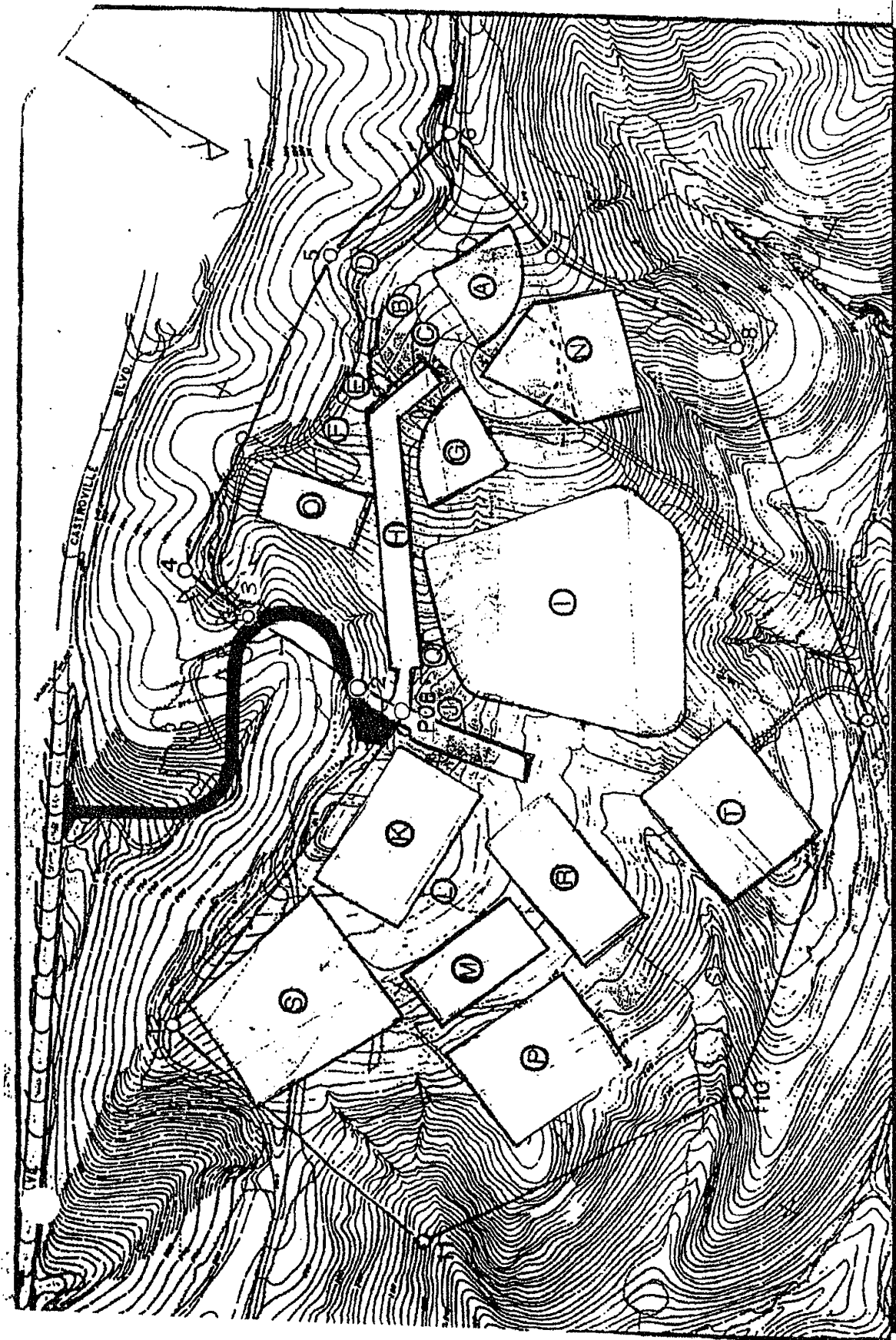


Exhibit "B" - Premises

- | | | | | |
|------------|--------------------|---------------------|--------------------|---------------------|
| KEY | A-BASEBALL FIELD | F-VOLUNTEER HOUSING | K-SOCCER FIELD | P-B.M.X. |
| | B-ACTIVITY AREA | G-BASEBALL FIELD | L-CONCESSION STAND | Q-CONCESSION STAND |
| | C-CONCESSION STAND | H-BARKING LOT | M-SOCCER FIELD | R-SOCCER FIELD |
| | | | | S-ELITE DEVELOPMENT |

**NORTH COUNTY YOUTH RECREATION ASSOCIATION
DESCRIPTION OF PREMISES**

Beginning at a corner of the PREMISES, said point being a part of the PROPERTY owned by the County of Monterey and more particularly located at North 545,300 East 1,215,560 using the California Grid Coordinate System, Zone 4, thence to,

- 1) North 545,410 East 1,215,560, a distance of 110 feet, said point being Point 2, and,
- 2) Continuing generally in a Northerly direction along an agreed upon outside alignment of the main Park entrance road to Point 3, located at North 545,705 East 1,215,580, an approximate distance of 340 feet, thence to,
- 3) North 545,875 East 1,215,600, a distance of 180 feet, said point being Point 4, thence to,
- 4) North 545,890 East 1,216,382, a distance of 790 feet, said point being Point 5, thence to,
- 5) North 545,855 East 1,216,760, a distance of 390 feet, said point being Point 6, thence to,
- 6) North 545,514 East 1,216,630, a distance of 370 feet, said point being Point 7, thence to,
- 7) North 545,050 East 1,216,655, a distance of 460 feet, said point being Point 8, thence to,
- 8) North 544,390 East 1,216,065, a distance of 890 feet, said point being Point 9, thence to,
- 9) North 544,225 East 1,215,075, a distance of 910 feet, said point being Point 10, thence to,
- 10) North 544,680 East 1,214,520, a distance of 800 feet, said point being Point 11, thence to,
- 11) North 545,390 East 1,214,670, a distance of 730 feet, said point being Point 12, thence to,
- 12) North 545,300 East 1,215,560, a distance of 900 feet, said point being Point of Beginning.

The approximate acreage described herein being Fifty six (56) acres, more or less.

EXHIBIT C - DEVELOPMENT PROGRAM

The primary purpose of this program is to facilitate the development of a first-class public facility for its patrons. The Association shall make every effort to develop the Premises in this manner.

The intent of the Association's Development Program is to provide basic planning information to the County. It shall be the County's duty and right to approve the development program, and/or projects, subject to modification from time-to-time as herein provided, and it shall be the Association's duty and obligation, to follow all prescribed requirements of this Agreement in general and more specifically, follow the guidelines found in Exhibit "F", Design and Plan Approval Process.

The Association's development program shall be submitted to County ninety (90) days after execution of this agreement. Modifications to the Development Program shall be submitted to the County in writing as project timing dictates.

EXHIBIT D - OPERATION AND MAINTENANCE SCHEDULE

The primary purpose of this schedule is to provide guidance for the ongoing operation of a first-class public facility for its patrons. The Association shall make every effort to operate and maintain the Premises in this manner. Throughout the term of this Agreement, Association shall, at their sole expense, assume the maintenance and operation responsibilities of the Premises on a year-round basis.

The following general list of maintenance responsibilities shall act as a guideline to the Association in fulfilling their duties toward operating and maintaining the Premises.

A. MAINTENANCE OF ATHLETIC FIELDS

As appropriate to the specific activity listed below, the Association shall have the duty to install, construct, renovate, repair, replace, mow, schedule, apply and inspect the following:

- 1) Turfgrass program (see Paragraph "D" for additional Agreement provisions);
- 2) Irrigation system;
- 3) Fertilization program;
- 4) Erosion, animal, weed and insect control program; and
- 5) Playfield equipment to include backstops, bleachers, scoreboards, etc.

B. MAINTENANCE OF GROUNDS

As appropriate to the specific activity listed below, the Association shall have the duty to install, construct, repair, replace, remove, schedule, apply, and inspect the following:

- 1) Garbage, litter and trash removal from the PROPERTY;
- 2) Ground cover, shrub and tree care program;
- 3) Domestic water system;
- 4) Planned activity areas;
- 5) Fences, signs, and footpaths; and
- 6) Erosion, animal, weed, and insect control program

C. MAINTENANCE OF BUILDINGS AND STRUCTURES

As appropriate to the specific activity listed below, the Association shall have the duty to repair, paint, clean, schedule, and inspect the following:

- 1) Restroom buildings;
- 2) Concession stands;

- 3) Roadways and parking areas; and
- 4) Equipment storage and maintenance building

D. USE OF PARK VOLUNTEERS IN TURF MAINTENANCE PROGRAM

This paragraph and its provisions define the responsibilities of both the Association and the County for the use of County live-on volunteers in the turf maintenance program.

- 1) The Association shall maintain, repair and keep in good repair and safe operating condition, all mowing equipment utilized by the volunteers.
- 2) The Association shall repair all turf watering system breaks, as well as any other damages caused to the Premises by the mowing operation.
- 3) All Association equipment used by the volunteers shall be inspected as per the provisions of California Law, at the beginning of each operational day.
- 4) Any Volunteers utilizing Association equipment shall be trained by the Supervising Park Ranger or County designee before the Volunteer is allowed to operate the equipment without supervision.
- 5) The Park Ranger or Volunteer shall promptly notify the Association if the mowing equipment becomes inoperable and/or repair is needed.
- 6) The utilizing Volunteers shall be responsible for routine oil, water, and tire air pressure checks of the mowing equipment.
- 7) A schedule shall be established by County and the Association utilizing Volunteers' assigned duties in the turf mowing operation. In no event shall the turf mowing operation exceed eight (8) hours per week of volunteer's time.
 - a) If there is no Volunteer available because of volunteer vacancies at Manzanita County Park, or the discontinuance of the Volunteer program, then the Association shall be responsible for the mowing operation.
 - b) If there is no Volunteer at Manzanita County Park who has the ability or desire to operate the mowing equipment, then the Association shall be responsible for the mowing operation.

- 8) The Volunteers shall be covered by the County Volunteer insurance coverage program and, in addition, shall be covered by Monterey County's liability insurance program while operating the mowing equipment on the premises.

EXHIBIT E - SPORT ACTIVITY SCHEDULE

SECTION 1 - SCHEDULING OF SPORT ACTIVITIES

- A. The Association shall submit to the Director, a schedule of seasonal uses, which are planned for various groups each calendar year during the term of this Agreement.
- B. The Association shall inform the Supervising Ranger for Manzanita County Park at least fifteen (15) days before the beginning of the respective sport season, including practice periods.

SECTION 2 - SPECIAL EVENTS

- A. The Association shall inform the Director and/or the Supervising Ranger for Manzanita County Park of any planned special event(s) sponsored by the Association.
- B. The Association shall meet with the Supervising Ranger at the early stages of the special event planning process to minimize potential conflicts or to schedule volunteer time and equipment. The lead time for any special event planning should be a minimum of thirty (30) days in advance of the event.
- C. Any Association sponsored special events utilizing all or portions of the Property shall be approved by the Director and such approved use shall be covered by Association's insurance policies and with indemnification and hold harmless clauses in full force and effect.
- D. Special Events require a Special Event Permit, and may require an independent promoter to independently comply with the insurance and indemnification provision of the Agreement.

EXHIBIT F - DESIGN AND PLAN APPROVAL PROCESS

SECTION I

PLAN SUBMITTAL GENERAL INFORMATION

A. INTENT AND PURPOSE

The Plan and Specification approval process contained herein is intended as minimum procedures and requirements for site development and improvement projects on all properties managed under the jurisdiction of the Monterey County Parks Department. These criteria are in addition to all other applicable codes, ordinances and requirements of County, State, and Federal agencies.

B. DEFINITIONS

1) CONTRACT DOCUMENTS:

Contracts, Construction Drawings, Construction Specifications, Amendments, and Addenda to any of the above.

2) COUNTY:

The County of Monterey. Also, any of its authorized departmental representatives operating on behalf of the County.

3) BOARD OF SUPERVISORS:

The Board of Supervisors of the County of Monterey.

4) DIRECTOR:

The Monterey County Parks Director or his authorized representative.

5) ASSOCIATION:

An individual/company/agency supplying construction, labor, services, materials, programs, and/or management services to the County, and referred to as vendor, contractor, architect/engineer, concessionaire or Association as the project dictates.

- 6) DESIGN PROFESSIONAL:
A Civil, Structural, Mechanical, or Electrical Engineer, an Architect, or a Landscape Architect or other professional properly registered or licensed by the State of California acting within his scope of training, experience and limitation of law.

- 7) PROJECT:

Includes development, construction, and/or installation of new facilities that have been approved by the County. Also includes projects on existing facilities that improves, rehabilitates, renovates or restores the quality or function of such property and has been approved by the County.

- 8) STANDARDSPECIFICATIONS:

a) The current editions of the State of California Standard Department of Transportation Specifications, the Uniform Building, Plumbing and Electrical Codes, as well as any other applicable Uniform Code publication as adopted by the County, are incorporated herein by reference. By means of Special Provisions, the project specifications are tailored to the individual job requirements.

SECTION II

PLAN APPROVAL REQUIREMENTS

A. GENERAL

- 1) All permits, approvals and/or authorizations required for a Project shall be acquired by the Association. The Association shall comply with all conditions and mitigation measures set forth in any conditional use permit issued by the Monterey County Planning and Building Department.

- 2) The Director shall not permit any work to proceed on any County-owned property until all permits and approvals have been obtained by the Association.

- 3) The Association shall comply with any and all health, safety and public welfare laws, general rules or regulations within the jurisdiction of any governmental/regulatory agency at any time during the term of this Agreement.

- 4) In the event the contract and the plans and specifications have differing or conflicting requirements, the Contract Document shall be the controlling document.
- 5) The Association may request a variance, if in the opinion of the Association or his Design Professionals, alternate styles, of architecture, standards of constructions, kinds of materials or procedures would be beneficial to the function or aesthetic qualities of his proposed development.

B. PLAN REVIEW

1) PERMITS

For permit purposes, the Association must be aware of the requirements of the Monterey County RMA-Planning and Building Inspection Departments and/or any other governmental regulatory agencies having jurisdiction over the project site. In some cases, the approving agencies listed under item 2 and 3 below, will also issue the necessary permits/approvals/authorizations.

2) REVIEW AND APPROVAL AUTHORITY - COUNTY PARKS

Typical components of the plan approval process include, but are not necessarily limited to the following areas:

- Architectural theme
- Landscape design
- Suitability of proposed uses with respect to permitted uses.
- Functional adequacy with respect to the size of the facilities for intended development.
- Traffic and Pedestrian Circulation Patterns
- Operation and Maintenance Requirements
- Development Capacities
- Sign Programs
- Schematic, Preliminary and Construction Plans and Specifications
- Design and Construction Time Schedule
- Compliance with Agreement Documents
- Compliance with Conditional Use Permit, if any

3) REVIEW AND APPROVAL AUTHORITY - OTHER REGULATORY AGENCIES

Typical regulatory agencies and their specific areas of review and approval responsibilities include, but are not necessarily limited to the following:

<u>Agencies</u>	<u>Projects Affecting</u>
Planning Depts.	Environmental Impact Reports Conditional Use Permits
Building and Inspection Depts.	Building Permits Grading Permits Project Inspection
Environmental Health Depts.	Health and Safety Matters
Public Works Dept.	Traffic Impacts
Rural Fire Districts	Fire Protection Water Flow Adequacy
Air Pollution Control District	Air Quality
Water Resources Agency	Plain and Use of Reservoirs
Water Quality Control Board	Water Quality
State Fish and Game	Use of Reservoirs

NOTE: The above regulatory agencies are those that may have jurisdiction over project improvements under management of the Monterey County Parks Department. In some instances, Monterey County will not be the lead review and approval regulatory agency. The State Coastal Commission may be involved in project review and approval.

SECTION III

PREPARATION AND SUBMITTAL OF PLANS AND SPECIFICATIONS

A. GENERAL

The Association is cautioned not to proceed with Construction Documents prior to obtaining approval of the Schematic Design Phase and Preliminary Design

Phase as described herein. Any work commenced on succeeding phases before approval of the preceding phase is entirely at the Association's risk.

B. PLANSUBMITTALS

1) Schematic Design Documents:

This phase of development incorporates sufficient professional design effort through a program narrative and graphic media to accurately identify project scope, design intent, general project costs, benefits and development problems.

The Director will require a minimum of fifteen (15) days for schematic plan review.

2) Preliminary Design Documents:

This phase of development involves detailed site layout of the project area including the precise location of all existing and proposed facilities, easements, pertinent topographic features and a more detailed project cost estimate.

These documents will be submitted after approval of the Schematic Plan Phase. The Director will require a minimum of thirty (30) days for preliminary plan review.

3) Construction Documents:

This phase of development is comprised of final, complete working drawings, specifications, bid documents and engineer's/architect's final project cost estimate.

These documents will be submitted after approval of the Preliminary Plan Phase. The Director will require a minimum of thirty (30) days for construction plan review.

4) As-Built Drawings (Recorded Documents):

A complete set of as-built drawings shall be submitted to the County Parks Department upon completion of all project improvements.



County of Monterey

Item No.4

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-448

June 06, 2024

Introduced: 5/31/2024

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive a report regarding marketing efforts for County of Monterey Parks Division; provide comments and recommendations to Parks staff.

RECOMMENDATION:

It is recommended the Monterey County Parks Commission receive a report regarding marketing efforts for County of Monterey Parks and Lakes; provide comments and recommendations to Parks staff.

SUMMARY/DISCUSSION:

Marketing efforts and rebranding of the Parks Division are currently underway with cooperation from SEE Monterey (formerly Monterey County Convention and Visitors Bureau), County of Monterey Communications Division, and Vista Recreation.

In 2022, the Parks Division was contacted by SEE Monterey regarding photo shoots in various parks that they would be using on their website to market recreational opportunities in the region. Photoshoots took place at Jacks Peak Park, Toro Park and Lake San Antonio. The images captured have been used in television commercials, in print media and on their website. One of the SEE Monterey website pages is for the "Top 10 Hiking Destinations," with Jacks Peak Park in the number one position and Toro Park as number four. Both parks were higher than many other scenic areas such as Big Sur. The partnership is continuing with SEE Monterey helping to distribute County Parks rack cards to local hotels and hospitality venues.

In fall 2023, the County Communications team partnered with MP Media and KSBW Creative Services to create two, 30-second television commercials; one for all County parks and recreation areas and another focused-on County day-use parks. The ads aired in both English and Spanish, fall through spring, on local media stations during nightly newscasts and during the NFL football regular and post season games, especially during the San Francisco 49ers games. County Communication absorbed a majority of the cost for production and airtime, with Parks contributing approximately \$13,000. The ads appeared to help with creating a 17% increase in day-use reservation revenues over the previous year. In addition to the ads, County Communications has created a new Parks graphic/logo and produced a rack card detailing each parks attributes. Parks has started to rebrand the division as County of Monterey Parks and Lakes. The rack card has been distributed to the County Supervisors' offices, SEE Monterey, Laguna Seca and various County departments that have public lobbies with display capabilities. County Communications will continue to partner with Parks to create additional ads and help rework the current logos used on the Buildings and Grounds uniforms as well as assisting with creating a new Park Ranger logo and badge.

In addition to the marketing efforts of the Parks and Lakes Division, the Lake Nacimiento Resort concessionaire, Vista Recreation, has been busy with marketing and promotions of their own which is paying off significantly during this time of high water. Radio ads are aired in Southern Monterey County and San Luis Obispo County. Parks staff has also requested that the radio ads be aired on Spanish radio stations in Monterey and San Luis Obispo Counties. Vista Recreation is also partnering with various boating and water recreation companies who are shooting videos and taking static images for social media marketing. Vista and the County have sub-agreements with these entities outlining the parameters of their efforts including that the footage be given to both Vista and Parks and Lakes for our own marketing purposes. These are both nationally recognized and local companies that water enthusiasts are very familiar with, some of which have hundreds of thousands to millions of followers on social media platforms. Vista Recreation is consistently coming up with promotional opportunities to increase revenues and visitorship during slow days and seasons such as two for one deals, mid-week specials and boat rental discounts. With the completion of the lodge renovations in the next 8-12 months, additional revenue will be realized as Vista Recreation will be able to rent out the lodges during the fall and winter seasons rather than closing them due to water intrusion issues during the wet season.

Parks staff will include a presentation with this item that will include airing of the ads and print material mentioned above.

Prepared by: Bryan Flores, Chief of Parks (831) 796-6425

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks



County of Monterey

Item No.4

Parks Commission

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-448

June 06, 2024

Introduced: 5/31/2024

Current Status: Agenda Ready

Version: 1

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Parks staff will include a presentation with this item that will include airing of the ads and print material mentioned above.

Prepared by: Bryan Flores, Chief of Parks (831) 796-6425

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

DocuSigned by:
Randell Ishii
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County of Monterey

Item No.5

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-450

June 06, 2024

Introduced: 5/31/2024

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

Receive a verbal update on the following items:

- Dutton Hotel and Tidball General Store
- Parks Master Plan
- Lake San Antonio Memorial Day Weekend



County of Monterey

Item No.4

Parks Commission

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-448

June 06, 2024

Introduced: 5/31/2024

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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Parks staff will include a presentation with this item that will include airing of the ads and print material mentioned above.

Prepared by: Bryan Flores, Chief of Parks (831) 796-6425

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

DocuSigned by:
Randell Ishii
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County of Monterey

Item No.3

Parks Commission

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-447

June 06, 2024

Introduced: 5/31/2024

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive a report regarding the North County Youth Recreation Association (NCYRA) Concession Agreement for the Manzanita Park Sports Complex; and consider forming an Ad Hoc Committee for review and comment on a new revised agreement.

RECOMMENDATION:

It is recommended the Monterey County Parks Commission receive a report regarding the North County Youth Recreation Association (NCYRA) Concession Agreement for the Manzanita Park Sports Complex; and consider forming an Ad Hoc Committee for review and comment on a new revised agreement.

SUMMARY/DISCUSSION:

Background

On May 11, 1976, the County of Monterey acquired property in the Prunedale Community to build a new North County park. At the time, the property was called, "The 500 Acres," and following acquisition by the County was renamed, Manzanita Park. The County proceeded with developing an entry road, water and electrical system, but unfortunately work halted due to a lack of funding.

The County then entered discussions with a newly formed local nonprofit, the North County Youth Recreation Association (NCYRA), for fundraising and development of a much-needed sports complex. In 1981, the County and the California Coastal Commission provided approval for the Sports Complex and NCYRA entered into a concession agreement with the County for development and management of the Manzanita Park Sports Complex. Following nearly two decades of fundraising and construction, the Sports Complex opened in 1999, and NCYRA has been managing the site since that time through numerous concession agreements with the County.

The current NCYRA Concession Agreement (Attachment A), is set to expire on April 21, 2025, and work needs to begin negotiating a new agreement with NCYRA. The agreement was drafted during a time when there was a Parks Department and the Rangers were managing the facilities. A multitude of things have changed since that time, namely the Parks Department was dissolved and the Rangers have transitioned their priorities to public safety rather than facility management. Currently, the Parks and Lakes Division of the Public Works, Facilities and Parks (PWFP) Department manages the Manzanita Park open space and works cooperatively with NCYRA for maintenance on the water system and trail network surrounding the Sports Complex.

Legistar File Number: 24-447

Parks staff recommends that the Commission form an Ad Hoc Committee to work with staff and NCYRA on crafting an updated agreement.

Prepared by: Bryan Flores, Chief of Parks (831) 796-6425

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

DocuSigned by:
Randell Ishii
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Attachments:

Attachment A - Current NCYRA Agreement



County of Monterey

Item No.2

Parks Commission

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 24-446

June 06, 2024

Introduced: 5/31/2024

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive a report regarding a draft ordinance for E-bike and electric transportation use within the County of Monterey parks and open space; and provide comment or recommendations to staff.

RECOMMENDATION:

It is recommended the Monterey County Parks Commission Receive a report regarding a draft ordinance for E-bike and electric transportation use within the County of Monterey parks and open space; and provide comment or recommendations to staff.

SUMMARY/DISCUSSION:

History of the E-bike discussion and actions taken by the Parks Commission

December 2, 2021 - County of Monterey Parks Commission received a comprehensive informational report regarding the use of electric bikes (E-bikes) within the County of Monterey parks and open space (Attachment A).

December 1, 2022 - Parks staff provided a verbal update on E-bikes and an Ad Hoc Committee was formed to research E-bikes and report back to the full Commission with a recommendation on how to move forward with regulating E-bike use. The Ad Hoc Committee consisted of Commissioners Getzleman, Sanchez and Stracke. Meeting minutes included (Attachment B).

July 7, 2023 - Ad Hoc Committee presented their research including a County-wide survey and provide a recommendation to the full Commission (Attachment C), at which time a robust discussion took place. The Commission was split between regulating only E-bikes or all forms of non-vehicular electric transportation. Consensus was reached with creating a speed limit for all forms of trail use transportation. Parks staff also recommended including a trail etiquette policy that would improve trail safety between various user groups. Parks staff stated they would return with a draft ordinance for consideration.

June 6, 2024 - Draft ordinance presented to Parks Commission for review and comment (Attachment D).

Prepared by: Bryan Flores, Chief of Parks (831) 796-6425

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

DocuSigned by:
Randell Ishii
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Attachments:

Attachment A - E-bike staff report, December 1, 2021, carried from November 3, 2021

Attachment B - Parks Commission minutes, December 1, 2022

Attachment C - Ad Hoc Committee report, July 7, 2023

Legistar File Number: 24-446

Attachment D - Draft E-bike ordinance