



LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY

A G E N D A

SPECIAL MEETING

Seaside Council Chamber
440 Harcourt Avenue
Monday, October 28, 2019
6:00 PM

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Kevin Raskoff
Clyde Roberson
Alissa Kispersky

Monterey Peninsula Regional Park District
City of Monterey
City of Seaside

3. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

4. BUSINESS ITEMS

A. APPROVAL OF MINUTES OF SEPTEMBER 30, 2019 SPECIAL MEETING

RECOMMENDATION:

B. CONSIDERATION OF LEGAL SERVICES FOR LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY (NOT A PROJECT PER CEQA)

RECOMMENDATION: That the Laguna Grande Regional Joint Powers Agency receive a report about legal services

C. AMENDMENT TO LAGUNA GRANDE REGIONAL PARK JOINT POWERS AGENCY AGREEMENT (NOT A PROJECT PER CEQA)

RECOMMENDATION: That the Laguna Grande Regional Joint Powers Agency (JPA) adopt a Resolution proposing to amend the Laguna Grande Regional Park Joint Powers Agency Agreement (Agreement) to designate a member entity from which the JPA's powers are limited. Although a JPA is a separate legal entity from its member agencies, and it has powers common to the parties, a single member entity that serves as a limitation on those powers should be designated. That entity's limitations on contracting, for example, would be applicable to the JPA. After the member agencies receive 30 days notice of the proposed amendment, the JPA may vote to adopt the amendment.

D. CONSIDERATION OF REQUEST FOR PROPOSAL FOR PREPARATION OF TRAIL MAINTENANCE STRATEGY AND ENVIRONMENTAL DOCUMENT AND LAGUNA GRANDE PARK MASTER PLAN AND ENVIRONMENTAL DOCUMENT (NOT A PROJECT PER CEQA)

RECOMMENDATION: That the Laguna Grande Regional Joint Powers Agency (JPA) consider the draft RFP. In thirty days, staff will return to the JPA after the JPA founding agreement is amended to clarify purchasing regulations

5. ADJOURNMENT

Next Regularly Scheduled Meeting:
TBD

The Laguna Grande Regional Joint Powers Authority is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the Seaside City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings. Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.

DRAFT MINUTES

LAGUNA GRANDE REGIONAL
JOINT POWERS AGENCY

SPECIAL MEETING
Seaside Council Chamber
Monday, September 30, 2019
5:30 PM

1. CALL TO ORDER

The meeting was called to order at 5:45 PM.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Raskoff, Roberson, Kispersky

ABSENT: None

3. PUBLIC COMMENT

SPEAKERS: Steven Cright, Amanda Priest, Diane Nielson, Fred Watson, Stephanie, Clay Gurkey

4. BUSINESS ITEMS

A. ESTABLISHMENT OF A CHAIR AND VICE-CHAIR OF THE AUTHORITY

On motion by Agency Member Kispersky and second by Agency Member Raskoff and carried by the following vote, the Agency moved to elect Agency Member Clyde Roberson as Chair.

AYES: Raskoff, Roberson, Kispersky

NOES: None

ABSTAIN: None

ABSENT: None

On motion by Agency Member Raskoff and second by Agency Member Roberson and carried by the following vote, the Agency moved to elect Agency Member Alissa Kispersky as Vice-Chair.

AYES: Raskoff, Roberson, Kispersky

NOES: None

ABSTAIN: None

ABSENT: None

B. INTRODUCTION TO THE LAGUNA GRANDE REGIONAL PARK

Presentation of the item by City of Monterey Community Development Manager, Kim Cole and City of Seaside Public Works Director, Rick Riedl.

Public Comment was opened. There were no comments from the public.

C. REVIEW OF COMPLETED PROJECTS

Mr. Riedl and Ms. Cole provided a presentation on the item and responded to questions and comments from the Agency. Chair Roberson invited representatives from FORTAG to provide a verbal presentation on projects proposed at Laguna Grande Park.

Public comment was opened.

D. POLICE JURISDICTION AND RESPONSE

City of Seaside Deputy Chief Judy Veloz and City of Monterey Chief Dave Hober provided a presentation and responded to questions and comments from the Agency.

Chair Roberson opened public comment.

E. IDENTIFY CONCERNS AND BRAINSTORM IDEAS

Chair Roberson reviewed the 10 policies that were established for the Laguna Grande Regional Park Joint Powers Agency and stated that they should be incorporated into any recommendations that the Agency considers.

Public comment was opened.

SPEAKERS: No name given, Esther, Steve Cright

Concerns identified included: fire safety, homeless encampments, water testing, revisit Master Plan & EIR, increased involvement from Monterey PD, anti-flooding techniques, accessibility to Park for Seaside residents, improvement to trails, implementing a bike trail through the park, maintain and improve natural habitat

5. ADJOURNMENT

The meeting was adjourned at 7:47 PM.

Respectfully submitted,

Dominique Davis, Agency Clerk

Clyde Roberson, Chair



LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY

AGENDA REPORT

ITEM: 4.B.
TO: Agency Members
FROM: Hans Uslar-City of Monterey
DATE: October 28, 2019
SUBJECT: **CONSIDERATION OF LEGAL SERVICES FOR LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY (NOT A PROJECT PER CEQA)**

PURPOSE & RECOMMENDATION

That the Laguna Grande Regional Joint Powers Agency receive a report about legal services

BACKGROUND

The existing Laguna Grande Regional Park Joint Power Agreement was signed by the member agencies on February 26, 1976.

The existing agreement does not include provisions for legal services. The current discussions about future uses of the Laguna Grande Park make it likely that legal services will be required. City attorneys from either Monterey or Seaside or County Counsel presently providing legal services for the Monterey Regional Park District could be utilized. The respective City Council or Board would have to approve this service. Alternatively, an outside attorney or law firm could also be retained.

Staff is recommending that the Laguna Grande JPA discusses the presented alternatives and makes a recommendation to staff for implementation.

ALTERNATIVES CONSIDERED:

1. The JPA could hire a contract attorney to provide legal advice on upcoming topics and issues.
2. The JPA could select any of the three member agencies' (Monterey, Monterey Regional Park District or Seaside) City attorney's or County Counsel to provide legal advice on upcoming topics and issues if approved by their City Council or Board.

RECOMMENDATION:

That the Laguna Grande Regional Joint Powers Agency provide direction to staff about future legal service, and to come back at the next JPA meeting with a recommendation for legal services to include funding options.

ENVIRONMENTAL DETERMINATION:

The Laguna Grande Regional Joint Powers Agency determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

ATTACHMENTS

None



LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY

AGENDA REPORT

ITEM: 4.C.
TO: Agency Members
FROM: Hans Uslar City of Monterey
DATE: October 28, 2019
SUBJECT: **AMENDMENT TO LAGUNA GRANDE REGIONAL PARK JOINT POWERS AGENCY AGREEMENT (NOT A PROJECT PER CEQA)**

PURPOSE & RECOMMENDATION

That the Laguna Grande Regional Joint Powers Agency (JPA) adopt a Resolution proposing to amend the Laguna Grande Regional Park Joint Powers Agency Agreement (Agreement) to designate a member entity from which the JPA's powers are limited. Although a JPA is a separate legal entity from its member agencies, and it has powers common to the parties, a single member entity that serves as a limitation on those powers should be designated. That entity's limitations on contracting, for example, would be applicable to the JPA. After the member agencies receive 30 days notice of the proposed amendment, the JPA may vote to adopt the amendment.

BACKGROUND

The existing Laguna Grande Regional Park Joint Power Agreement (Agreement) was signed by the member agencies on February 26, 1976. The Agreement may be amended with a vote of any two representatives after the member agencies receive 30 days advance notice of the proposed amendment. (Agreement, Article III, Section 4.)

The Agreement does not include a clause limiting its powers, as required by Government Code section 6509. The Agreement should be amended to include such a

clause, which will enable the JPA to exercise its powers subject to the limitations of that entity. For example, should the City of Monterey be designated as the agency, the City of Monterey's purchasing rules, processes, and limitations would be applicable. In order to release a Request for Proposal, staff recommends that the Agreement be amended to specify an agency so that the correct purchasing policy and processes are utilized. The JPA could identify any of the agencies.

To expedite the RFP process, staff is recommending that the Agreement be amended to identify the City of Monterey as the limiting entity. As a Charter City, the City of Monterey has flexibility with its Purchasing Policies, which are codified and well established. Staff recommends that Agreement be amended as follows:

Section 2-1: Limitation on Powers. As required by Government Code section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the City of Monterey and any other restrictions on exercising the powers of the authority that may be adopted by the board.

This proposed amendment should be circulated to the member agencies for 30 days before the JPA votes to approve. (Agreement, Article III, Section 4.)

ALTERNATIVES CONSIDERED:

1. The JPA could select any of the three member agencies' (Monterey, Monterey Regional Park District or Seaside) as the entity from which the JPA's powers are limited.

RECOMMENDATION:

That the Laguna Grande Regional Joint Powers Agency adopt a Resolution proposing an amendment to the Laguna Grande Regional Park Joint Powers Agency Agreement in 30 days.

ENVIRONMENTAL DETERMINATION:

The Laguna Grande Regional Joint Powers Agency determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

ATTACHMENTS

1. Draft Resolution Amending JPA Agreement
 2. Exhibit A - Existing Laguna Grande Regional Park JPA Agreement
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**A RESOLUTION OF THE LAGUNA GRANDE REGIONAL PARK
JOINT POWERS AGENCY**

**AMENDING THE LAGUNA GRANDE REGIONAL PARK
JOINT POWERS AGENCY AGREEMENT**

WHEREAS, the existing Laguna Grande Regional Park Joint Power Agreement was signed by the member agencies on February 26, 1976;

WHEREAS, the Agreement may be amended with a vote of any two representatives after the member agencies receive 30-days advance notice of the proposed amendment.;

WHEREAS, the Agreement does not include a clause limiting its powers, as required by Government Code section 6509. The Agreement should be amended to include such a clause, which will enable the JPA to exercise its powers subject to the limitations of that entity;

WHEREAS, in order to release a Request for Proposal, staff recommends that the Agreement be amended to specify an agency so that the correct purchasing policy and processes are utilized;

WHEREAS, the Laguna Grande Regional Joint Powers Agency determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (“CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY BOARD OF THE LAGUNA GRANDE REGIONAL PARK JOINT POWERS AUTHORITY that it hereby amends the Laguna Grande Regional Park Joint Powers Agency Agreement to include the following clause:

Section 2-1: Limitation on Powers. As required by Government Code section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the Authority Board and any other restrictions on exercising the powers of the authority that may be adopted by the board.

PASSED AND ADOPTED BY THE AUTHORITY BOARD OF THE LAGUNA GRANDE REGIONAL PARK JOINT POWERS AUTHORITY this ____ day of _____, 2019, by the following vote:

| | |
|----------|--------------------|
| AYES: | AUTHORITY MEMBERS: |
| NOES: | AUTHORITY MEMBERS: |
| ABSENT: | AUTHORITY MEMBERS: |
| ABSTAIN: | AUTHORITY MEMBERS: |

APPROVED:

ATTEST:

Clyde Roberson, Chair

Agency Clerk

AGREEMENT

LAGUNA GRANDE REGIONAL PARK

JOINT POWERS AGENCY

ARTICLE I

PURPOSE AND JURISDICTION

SECTION 1. CREATION OF AGENCY:

Pursuant to Government Code Sections 6500 et seq. and subject to the terms, conditions and limitations contained in this Agreement, the CITIES OF MONTEREY and SEASIDE and the MONTEREY PENINSULA REGIONAL PARK DISTRICT hereby establish and create the LAGUNA GRANDE REGIONAL PARK JOINT POWERS AGENCY.

SECTION 2. PURPOSE:

The purpose of the Agency is to exercise the powers common to the parties hereto and coordinate the development and maintenance of LAGUNA GRANDE REGIONAL PARK for the use and benefit of the citizens of the Monterey Peninsula.

SECTION 3. PUBLIC AGENCY:

The Agency is a public agency, separate and distinct from the member agencies and any obligations, actions or liabilities shall be construed as those of the member agencies. It shall have the right to sue and be sued, contract, expend funds, and have all other rights, duties and powers to carry out its purposes except as said powers are specifically limited by this Agreement.

SECTION 4. ADOPTION OF THE GENERAL CONCEPTUAL PLAN AND AN AREA OF RESPONSIBILITIES MAP:

The General Conceptual Plan for LAGUNA GRANDE REGIONAL PARK, dated December 1, 1975, is hereby adopted as the general guidelines for the acquisition of lands and the development of said lands within the Park boundaries. The Areas of Responsibilities Map dated October 31, 1975, is hereby adopted as the Areas of Responsibilities

Map. Any changes or modifications of the General Conceptual Plan and Area of Responsibilities Map shall be unanimously agreed upon by the members of the Agency.

SECTION 5. DUTIES AND JURISDICTION OF MEMBER AGENCIES:

It is acknowledged that as set forth below, the members will assume responsibility for the Regional Park and seek to accomplish the long-term objectives of the adopted General Conceptual Plan. Each, therefore, agrees to use its best efforts to accomplish the following:

(a) The CITY OF MONTEREY shall acquire, develop, and maintain for Park purposes, those land areas as are indicated on the adopted General Conceptual Plan and Area of Responsibilities Map.

(b) The CITY OF SEASIDE shall acquire, develop, and maintain for Park purposes, those land areas as are indicated on the adopted General Conceptual Plan and Area of Responsibilities Map.

(c) The MONTEREY PENINSULA REGIONAL PARK DISTRICT. It is the general policy of the Board of Directors of the District to acquire or participate in the acquisition of park and open space lands for the use and enjoyment of the public and not to become substantially involved in the maintenance, operation, or capital development of active recreational areas.

Therefore, while the District shall acquire those water and land areas as are indicated on the attached Regional Park Purchase Map, the operation, maintenance, and development of these areas will rest with the Cities and the Agency.

Said District shall convey or transfer sufficient rights in said land areas to the Cities in accordance with the adopted General Conceptual Plan and Area of Responsibilities Map, said land areas to be maintained and developed by each respective City pursuant to the adopted General Conceptual Plan. The Agency shall be responsible for

the operation and maintenance of the water area and shall further develop a plan for the operation, maintenance and any necessary modification of the water area. The form of all conveyances or transfers shall be mutually agreeable to the District, the respective Cities, and the State of California.

The purpose of this Section is to establish the primary responsibility for the acquisition, development, and maintenance of the Regional Park. Nothing in this Section shall prohibit the Agency, or any of the members, singly or jointly, from voluntarily expending any funds available to it in areas outside its area of primary responsibility.

SECTION 6. FEDERAL AND STATE FUNDS AND GRANTS:

The Agency may make application for, receive, and expend State and Federal funds, provided that any matching requirements, any future financial obligations on any member agency must first be approved by said member agency.

SECTION 7. DESIGNATION OF LEAD AGENCY.

The member Agencies and the Agency shall be the Lead Agency and shall be responsible for complying with the California Environmental Quality Act within their areas of primary jurisdiction.

ARTICLE II

ORGANIZATION

SECTION 1. MEMBERSHIP:

Each member Agency shall have one vote and shall appoint one elected or appointed official and one alternate to serve on the Agency. The representative shall serve at the pleasure of the appointing member Agency. The member Agency shall notify the Agency of its representative, alternate, and any subsequent changes.

SECTION 2. OFFICERS:

The representatives shall elect a Chairman and a Vice-Chairman who shall serve a term of one year. If there is a vacancy, the

representatives shall elect one from among themselves to serve for the remainder of the term.

SECTION 3. MEETINGS:

The Agency shall establish an annual meeting and shall meet at least annually. It may establish such regular or special meetings as are necessary to accomplish the business of the Agency.

It shall meet in one of the member cities unless special circumstances require a meeting outside said boundaries. All meetings shall be open to the public and the agency shall give such notice as required by law.

SECTION 4. BY-LAWS:

The Agency may adopt such By-laws, rules and regulations as it deems necessary to conduct its business and carry out the purposes of the Agency.

SECTION 5. SECRETARY AND OTHER PERSONNEL:

The Agency shall designate one of the member Agencies to serve as Secretary to the Agency for one year on a rotating bases. The Secretary shall provide such administrative and clerical services as are necessary to carry out the Agency business including the preparation of minutes, correspondence and maintenance of the Agency files. The Secretary shall provide personnel to perform this service at no cost to the Agency.

No permanent staff shall be retained without the unanimous consent of all member agencies. Whenever services beyond normal clerical and administrative assistance is required, the Agency shall attempt to have said services provided by the staff of one of the member agencies, for which it may reimburse said member Agency.

ARTICLE III

FINANCIAL AND MISCELLANEOUS PROVISIONS

SECTION 1. DESIGNATION OF DEPOSITORY:

Pursuant to Government Code Section 6505.5, the Treasurer of the

CITY OF _____ is hereby appointed the depository of the Agency funds and shall have all rights, duties and obligations as are imposed by law. The CITY OF _____ shall be paid for said services in an amount determined by the Agency plus the actual cost of any external audit that may be required by law.

SECTION 2. BUDGET - LIMITATION OF EXPENDITURES AND OBLIGATIONS:

The Agency shall propose such budgets, either for annual operating expense or for specific expenditures or projects as may be necessary to carry out the purposes of this Agreement. Each said budget shall set forth the contribution and the time of said contribution required of each member Agency. No budget shall be adopted until approved in writing by each member Agency. Once approved, said budget shall be a binding obligation on the member Agency to provide the funds as set forth therein and shall be full authority for the expenditure of said funds by the Agency.

SECTION 3. EFFECTIVE DATE - TERM OF AGENCY:

The Agency shall be deemed created upon the last date on which all of the member Agencies have executed this Agreement. The Agency shall continue in existence until terminated by unanimous consent or until two (2) members withdraw.

SECTION 4. AMENDMENT:

This Agreement may be amended with the vote of any two (2) representatives provided that any proposed amendment shall be submitted to each member Agency at least thirty (30) days prior to its adoption, and provided further that Article I, Section 4, and Article III, Section 2, shall not be amended nor shall any provision be added which imposes financial liability or responsibility on a member Agency without its consent.

SECTION 5. WITHDRAWAL:

A member may withdraw at any time provided said member shall continue to make any financial contribution to the Agency previously agreed to in writing.

SECTION 6. DISPOSITION OF ASSETS ON TERMINATION:

Upon termination, the Agency shall distribute any remaining cash or equivalent equally, provided it may retain sufficient funds to meet any outstanding obligations. The Agency shall distribute such other assets as it sees fit.

IN WITNESS WHEREOF, the parties hereto have executed this LAGUNA GRANDE REGIONAL PARK JOINT POWERS AGENCY AGREEMENT this 26th day of February, 1976.

MONTEREY PENINSULA REGIONAL PARK
DISTRICT

ATTEST:

Gary Tate
GARY TATE, Secretary to the Board

Albert Merville
ALBERT MERVILLE, President
Board of Directors
CITY OF SEASIDE

ATTEST:

Dudley N. Lapham
DUDLEY N. LAPHAM, CITY MANAGER

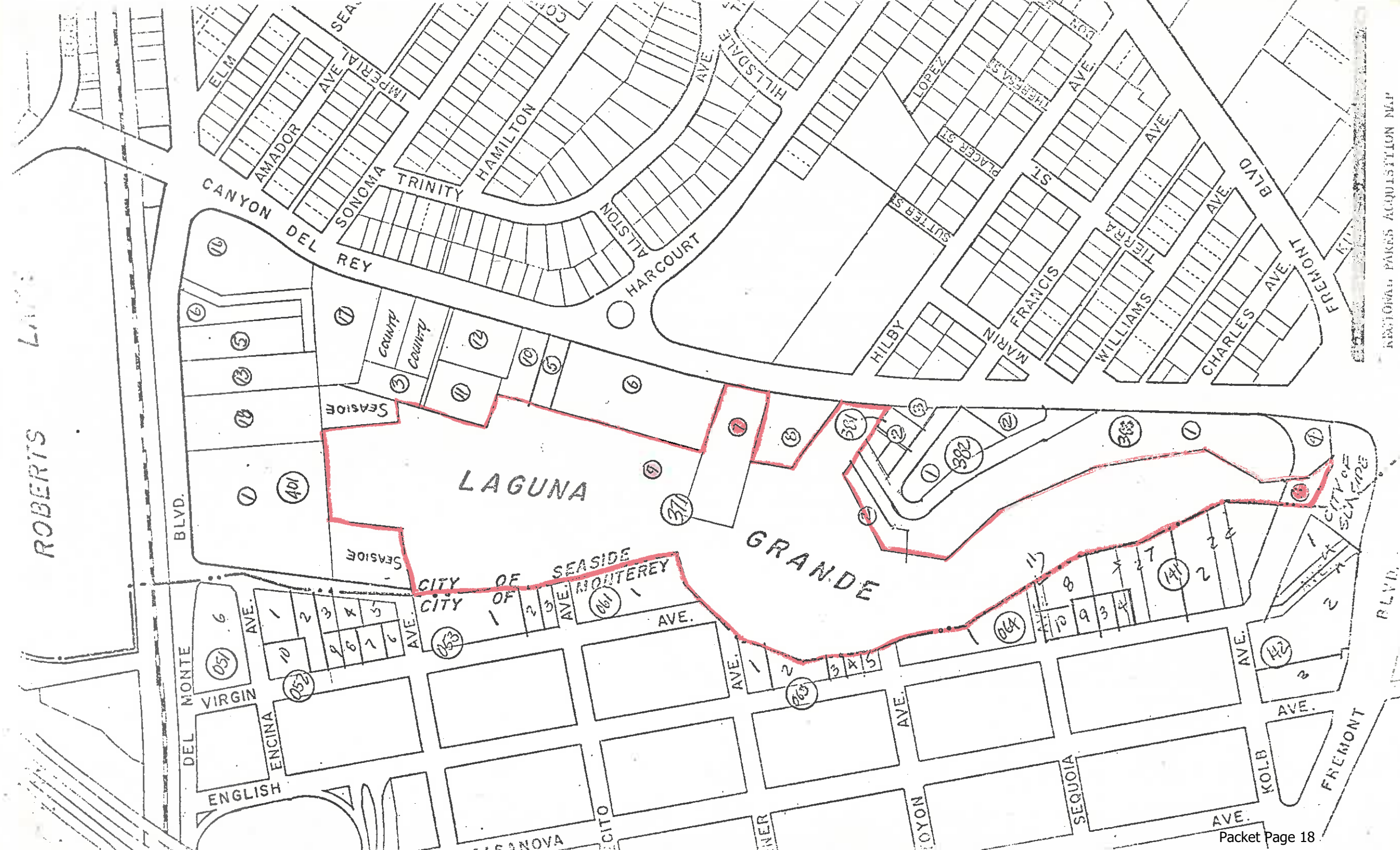
B. J. Dolan, Jr.
B. J. DOLAN, JR., MAYOR
CITY OF MONTEREY

ATTEST:

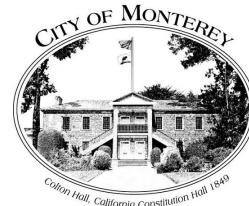
John O. Dunn, Jr.
JOHN O. DUNN, JR., CITY CLERK

Peter J. Coniglio
PETER J. CONIGLIO, MAYOR

ROBERTS LAKE



SEASIDE PARKS ACQUISITION MAP



LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY

AGENDA REPORT

ITEM: 4.D.
TO: Agency Members
FROM: Kim Cole City of Monterey
DATE: October 28, 2019

SUBJECT: **CONSIDERATION OF REQUEST FOR PROPOSAL FOR PREPARATION OF TRAIL MAINTENANCE STRATEGY AND ENVIRONMENTAL DOCUMENT AND LAGUNA GRANDE PARK MASTER PLAN AND ENVIRONMENTAL DOCUMENT (NOT A PROJECT PER CEQA)**

PURPOSE & RECOMMENDATION

That the Laguna Grande Regional Joint Powers Agency (JPA) consider the draft RFP. In thirty days, staff will return to the JPA after the JPA founding agreement is amended to clarify purchasing regulations

BACKGROUND

At the September 30, 2019 Special meeting the Board directed staff to identify the next steps for the JPA to address identified concerns and implement ideas expressed by member of the Board and members of the public. Staff has drafted the attached scope of work to develop a trail maintenance strategy and environmental document and Laguna Grande park master plan and environmental document.

RECOMMENDATION

That the Laguna Grande Regional Joint Powers Agency provide input on the draft RFP.

ENVIRONMENTAL DETERMINATION:

The Laguna Grande Regional Joint Powers Agency determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

ATTACHMENTS

1. Draft Scope of Work for Request for Proposals
-

**LAGUNA GRANDE REGIONAL PARK JOINT POWERS AUTHORITY
REQUEST FOR PROPOSALS FOR
PREPARATION OF
TRAIL MAINTENANCE STRATEGY AND ENVIRONMENTAL DOCUMENT
AND
LAGUNA GRANDE PARK MASTER PLAN AND ENVIRONMENTAL DOCUMENT**

PLEASE SUBMIT ONE ELECTRONIC COPY VIA EMAIL

INTRODUCTION

The Laguna Grande Regional Park Joint Powers Authority (JPA) is seeking proposals from qualified firms or individuals to provide professional services related to:

1. The preparation of a scope of work and environmental document to maintain and enhance the existing trail system within Laguna Grande Regional Park. This is an immediate need due to deferred maintenance. The primary areas of concern are the vegetated areas around Laguna Grande Lake.
2. The preparation of a Parks and Recreation Master Plan (Master Plan) and Environmental Document for the Laguna Grande Regional Park. The current Master Plan was adopted in 1978. Many of the site improvements have been implemented and community interests and priorities may have changed. The new Master Plan shall address current and projected demographic trends and identify the needs, interests and priorities for the next 20 years.

The following resource documents are available:

- Laguna Grande Regional Park Master Plan and EIR Addendum

If you wish to submit a proposal, please do so by **no later than 5:00 p.m., Wednesday, January 1, 2020** in accordance with the scope of work outlined below. Proposals should be submitted to:

Lesley Milton-Rerig
Assistant City Manager
City of Seaside
lmilton@ci.seaside.ca.us
831-899-6706

Should you have any questions regarding this project or request for proposals, please contact Lesley Milton-Rerig or (831) 899-6707. (Written/email questions are preferred.)

SCOPE OF WORK

Trail Maintenance Scope of Work:

1. Inventory the existing trail network;
2. Prepare a draft trail maintenance strategy that creates clear pathways and avoids potential environmental impacts;
3. Review trail maintenance strategy with JPA staff and stakeholders such as California Department of Fish and Wildlife, Coastal Commission, and Regional Water Quality Control Board and interested parties (Audobon Society), residents, etc.;
4. Revise trail maintenance strategy based on public and stakeholders' input;
5. Present trail maintenance strategy to the JPA to finalize the project description of proposed work;

6. Prepare the required environmental document. Staff anticipates that this project will trigger a Mitigated Negative Declaration. The scope of work should include any necessary background reports to make necessary conclusions for trail maintenance such as but not limited to biological resources;
7. Present maintenance strategy and environmental document to the JPA for certification; and
8. Obtain necessary permits (Fish and Wildlife, Regional Water Quality, Coastal) for project implementation.

Laguna Grande Regional Park Master Plan:

1. Project Management

Should include kick-off meeting and other meetings/check-ins with staff, project coordination, etc. Please provide an organizational chart showing staff assignments, roles, and responsibilities.

2. Public Outreach

Define a public outreach program that will inform and involve the community in the Master Plan process. Elements may include websites, social media, surveys, meeting flyers, press releases, newsletters, stakeholder meetings, and neighborhood meetings. Study sessions with the JPA should be scheduled at key project milestones.

3. Existing Conditions

The consultant team will inventory existing park and recreation facilities, programs and operations to map and document:

- Facility types (structures, infrastructure, site improvements), locations and conditions
- Programs
- Maintenance practices
- Use patterns and impacts (including potential hazards, unauthorized encampments, dangerous/high risk areas)
- Major park access points (trails, cross walks, etc.)
- ADA compliance status; and
- Biological Resources (including invasive species assessment and habitat restoration)

4. Issues, Opportunities and Constraints

The consultant team will document issues, opportunities, and constraints relating to existing facilities in terms of operations and maintenance, usage, ADA compliance, space, etc. This section should include local and regional opportunities for access and connection (Future Fort Ord Trail System, etc.)

5. Community Profile

The consultant will collect Census data for adjacent neighborhoods in the cities of Monterey and Seaside. The Community profile will identify trends in population growth, ethnic/racial, age, family households, and income.

6. Needs Analysis

The consultant will prepare a Needs Analysis based on the findings from the public outreach program, research, and analyses outlined above. The Needs Analysis will identify existing

program and facility gaps, strategies to solve the park challenges, and emerging park and recreation trends for youth and adults, including special needs groups. Nationally accepted standards (NRPA) should be used to determine facility needs for current and future population.

7. Site, Facility, and Program Planning

This section should include goals, policies, and programs/projects that are based on the needs analysis and will map out a strategy to meet current and future park and recreation needs for the community. The goals and policies will guide future decisionmakers when providing direction regarding facilities and programs. Programs will outline specific actions that implement policies and achieve goals.

8. Implementation, Operation, and Maintenance

This section should provide:

- Implementation plan
- Capital cost estimates for proposed programs and projects
- Cost analysis for operations and maintenance for expanded facilities
- Prioritization schedule
- Cyclical maintenance plan proposing schedule for facility repairs, trail maintenance, etc.
- List of potential funding sources

9. Draft Master Plan

The Draft Master Plan will include all sections outlined above. The Master Plan should be visual and user-friendly. Data and information should be provided using tables, graphics, maps, and photographs, as much as practicable.

An Administrative Draft Master Plan will be submitted for JPA review and comment. The consultant will revise the Administrative Draft Master Plan and resubmit a Draft Master Plan for hearings and final adoption by the JPA.

10. Master Plan Adoption

The Master Plan will be adopted by the JPA. The consultant will present the Draft Master Plan to the JPA and document recommended edits for final consideration by the JPA. The consultant will produce a final adopted Master Plan based on and in response to JPA's questions, comments and recommendations as appropriate/feasible.

11. Environmental Document

The Consultant shall prepare the required environmental review. Staff anticipates that this project will trigger a Mitigated Negative Declaration. The scope of work should include any necessary background reports to make necessary conclusions.

12. Permitting

The Consultant shall obtain the necessary permits for project implementation (Fish and Game, Regional Water Quality Control Board, Coastal Commission, etc.)

TIME LIMITS

The expected schedule for the project is as follows:

| Trail Maintenance Strategy | |
|---------------------------------------------------------------------------------------------------|------------------------------------------|
| Task | Date |
| Circulate RFP | December 1, 2019 – January 1, 2020 |
| Consultant Interviews | January 2020 |
| Award Contract (JPA) | January 2020 |
| Execute Contract | February 2020 |
| Inventory Existing Trail Network and Prepare a Draft Trail Maintenance Strategy | See Note Below – Please provide schedule |
| Stakeholder Input | |
| Revisions to Trail Maintenance Strategy | |
| Present Strategy to JPA to Establish Project Description | |
| Prepare Environmental Document | |
| JPA Certifies Environmental Document | |
| Obtain Permits | |
| Note: The JPA’s goal is to move as quickly as possible on this task to improve trail maintenance. | |

| Laguna Grande Park Regional Park Master Plan | |
|-----------------------------------------------------|------------------------------------|
| Task | Date |
| Circulate RFP | December 1, 2019 – January 1, 2020 |
| Consultant Interviews | January 2020 |
| Award Contract (JPA) | January 2020 |
| Execute Contract | February 2020 |
| Kickoff/Background | March |
| Outreach | Please provide schedule. |
| Complete Draft Master Plan | |
| Adoption hearings | |
| Preparation of Environmental Document | |
| Adoption of environmental document | |
| Obtain permits | |

SUBMITTAL REQUIREMENTS

Firms wishing to be considered for this project should submit **ONE ELECTRONIC COPY** of the proposal:

- List relevant experience of the firm and of the individuals who will be assigned to the project. Include knowledge and experience with similar types of projects.
- A list of subconsultants to be used, if any, and their expertise.
- A description of methodology, techniques, and procedures for each of the scope of work

items listed above.

- A portfolio of projects that the consultant team has worked on that ended in successful plan adoption and implementation, and associated references for contact. Include a description of the challenges, costs and how cost control was achieved.
- A detailed budget showing hourly rates and number of staff-hours allocated to each task.
- Please review the attached standard form of professional services agreement for all contractual requirements including insurance and indemnification (Exhibit A). Proposers should consider the cost of carrying the insurance required by the attached agreement. Any exceptions or requested modifications to the form of agreement must be included with the proposal.

PROCEDURES AND EVALUATION OF PROPOSALS

Evaluation Criteria

An evaluation committee of JPA staff will review and evaluate technical proposals against the following criteria:

Demonstrated success with similar projects

Does the proposer demonstrate that the staff assigned to this project has the experience base that would lead to a successful project for the JPA? In particular, the selection team will be most interested in the proposer's track record with achieving successful plan adoption on time and within budget.

Understanding of the JPA's Goals

Based on the information provided by the JPA, does the proposer understand the project parameters?

Staff

Do the qualifications of key personnel to be assigned to the project coincide with project's requirements? Do assigned personnel and subconsultant personnel have requisite education, experience, and professional qualifications?

Familiarity with Locality

Does the firm have familiarity with the JPA required to successfully complete the project?

Specific Management Approach

How does the proposer intend to achieve the JPA's budget and time goals for the project? How will the firm apply its management techniques and resources?

Organization

Are the qualifications of the firm's personnel and sub-consultant personnel suitable for the project; and, does the firm's organizational structure show sufficient depth for its present workload?

Reputation

Are the firm's references from past clients and associates favorable; and, does the firm show financial and operational stability?

Services Offered

Does the firm offer the breadth and quality of services required for the project?

Procedures

At the completion of the review process, proposers will be ranked based on the Evaluation Criteria described above. The JPA will select the highest ranked firm or, at JPA's option, the most highly

qualified firms will comprise a "shortlist".

Should the JPA elect to utilize a "short list" to select a firm, firms will be asked to formally present their proposal in Monterey and respond to interviewer questions. The interview panel will be the evaluation committee. The presentation and interview session will not exceed one hour per proposer.

Following presentations/interviews, the evaluation committee will complete its ranking. Negotiations will begin with the highest ranked firm. If successful negotiations cannot be reached with the highest ranked firm, the JPA will enter negotiations with the next highest ranked firm as identified on the shortlist.

The JPA reserves the right to reject any and all proposals and to reissue its request for proposals. The JPA reserves the right to cancel the project at any point and pay the selected consultant only for costs incurred to that point and for work completed which is usable by the JPA as determined by the JPA.