



September 12, 2016

The Honorable Dean Flippo
District Attorney
County of Monterey
1200 Aguajito Road, Room 301
Monterey, CA 93940

Re: Election Law Violation - Monterey Peninsula Regional Park District

Dear Mr. District Attorney:

Measure E on the November 8, 2016 ballot in Monterey County would authorize a special tax to provide revenue for the Monterey Peninsula Regional Park District. This district violated [California Government Code Section 54964](#) when it [mailed material to registered voters](#) in the second week of July 2016 concerning this ballot measure. This law that was broken states the following:

54964. (a) An officer, employee, or consultant of a local agency may not expend or authorize the expenditure of any of the funds of the local agency to support or oppose the approval or rejection of a ballot measure, or the election or defeat of a candidate, by the voters.

We understand there has been contention in California courts about how this law should be interpreted, to the point at which the public hesitates to make local governments accountable for violations. We have provided this comprehensive binder of arguments and exhibits to demonstrate the merits of our accusation and seek a responsible and reasonable resolution from you, the District Attorney, who is the enforcement agent for violations of this nature.

Our Intent Is Fairness and Accountability from Monterey County Local Governments

We do not want to see the taxpayers of the Monterey Peninsula Regional Park District have to pay for penalties assessed against the District for this violation of state law. That would defeat our organization's mission. Nor do we want to entangle the District's Board of Directors and/or the General Manager in civil or criminal proceedings. No doubt they were told erroneously by experts such as bond measure consultants and legal counsels that their mailer was protected speech because it did not expressly tell people to vote YES on the upcoming ballot measure.

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But we do want Monterey County local governments to be accountable to the public. We want them to end their practice of sending publicly-funded campaign mailers to voters while portraying these mailers as informational. Here is what we seek from our District Attorney:

1. Please determine that the Monterey Peninsula Regional Park District violated California Government Code Section 54964 when it mailed this literature to voters.
2. Please obtain from the Monterey Peninsula Regional Park District a written acknowledgement from the Board of Directors and/or the General Manager that the mailer was a violation of California Government Code Section 54964.
3. Please obtain from the Monterey Peninsula Regional Park District a written acknowledgement from the Board of Directors and/or the General Manager that the District will not send any mailers about ballot measures to any addresses in the District through the November 2018 general election as a just penalty for the violation of California Government Code Section 54964.

Why Does This Violation Matter?

This matter is important to the public interest. It is now common for Monterey County local governments to send mailers to registered voters about a measure on the upcoming election ballot. These mailers are coordinated by professional campaign consulting firms, hired and paid by the local government, to influence voters to support the ballot measure. Expenditures to design, produce, and mail this literature are not reported to the Fair Political Practices Commission. Yet, the style, tenor, and timing of the mailers reveals their intent to serve as election activity that influences voters to support the measure.

Meanwhile, opponents of the same ballot measure do not have access to public funding, public employees, or other public resources to present an alternative argument. They must solicit the public for voluntary campaign contributions and report them to the Fair Political Practices Commission. If they want to send a mailer to registered voters about the ballot measure and describe the ballot measure in a negative way, they must negotiate contracts and coordinate the design, printing, and mailing of that material using their own resources.

Unchecked, the practice of Monterey County local governments sending campaign-related mailers to voters undermines our democratic system by favoring local governments as a proponent of ballot measures. As a Monterey County organization that on occasion opposes measures placed on the ballot by local governments, we have experienced the frustration of election campaigns that favor entities with access to public funding and resources.

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Essence of the Case

Both the content of the mailer itself and the motivations shown in email correspondence during development of the mailer reveal that the style, tenor, and timing were meant by the District to go beyond presenting the rationale for the ballot measure and were meant to influence voters to vote YES, even though the mailer did not explicitly state “Vote YES.”

Below is a list of evidence showing that this mailer was campaign-related:

[Exhibit 1](#)

May 31, 2016

A Park District management employee asks TBW Media employees (a campaign media firm) for a conference call for “timing and information needed for the mailer going out **after June 7 primaries**”

Here is evidence that the “timing” of the mailer was campaign-related. It was strategically critical for voters to receive the so-called “informational” mailer after the June primary election (when the Special Tax was not on the ballot) and before the November general election (when the Special Tax is on the ballot).

The board vote for Resolution #2016-16 to put the Special Tax Election on the November 8, 2016 ballot was on June 27, 2016. Note that the District did not send the mailer to its residents BEFORE the board vote to put the measure on the ballot, when such information would have alerted District residents to petition the board regarding content of the ballot measure.

[Exhibit 2](#)

June 9, 2016

A TBWB employee provides a Park District management employee “with the timeline that I was thinking for the mailer” that indicates a “Piece mails to **all registered voters**” on July 5. For the address, the mailer identified by name the registered voter.

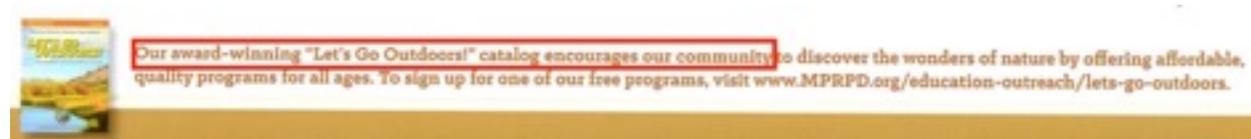


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The choice to send the Special Tax mailer to all registered voters in the Park District contrasts with the practice of the Park District to mail its genuine informational communications to all households identified as a RESIDENTIAL CUSTOMER, including those who are not registered voters. Each year, the Monterey Peninsula Regional Park District produces and distributes what it calls an “award-winning” catalog of programs called “Let’s Go Outdoors” to **Residential Customer**, presumably because the Park District serves ALL residents, not just those who are registered to vote.



Park District staff and consultants were aware of this catalog because they discussed it in their email exchanges and even included a reference to the catalog in the mailer itself. Notice the catalog is for “our community” and not limited to “our registered voters.”



[Exhibit 3](#)

June 14, 2016

An email from a Park District management employee to the five Park District board members entitled “Text for Upcoming Mailer” states the following: “As we recently mentioned, our consultants at TBWB are drafting another mailer to **go out to voters in advance of the November election.**”

Once again, the focus is “voters” and “election,” not District “residents” and “information.”

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[Exhibit 4](#)

June 27, 2016

An email from a Park District board member to a Park District management employee includes the following among “suggestions” for the mailer: “Could we include the fact that **there is citizen oversight and that the funds MUST stay local stand out more?** either by placing it higher up or making it bold/stand out. perhaps in a pull out?”

This is obvious strategy to influence voters. Why are these particular points so pivotal that they require extra emphasis as compared to other information in the mailer? It’s because polling routinely shows these arguments as strong selling points for tax-related ballot measures.

[Exhibit 5](#)

June 27, 2016

An email from a Park District board member to a Park District management employee states this about the draft mail piece: “**I believe there is A LOT of support** for preserving oak trees/ woodland, as demonstrated by the efforts to stop the Monterey-Salinas Transit’s proposed transit center on former Fort Ord. And **this may help us connect with voters** in the northern portion of the MPRPD (Marina & Seaside) as these two habitats are very prevalent there.”

This is explicit effort to selectively provide information that “connects with” and influences voters to vote YES. The board member clearly understands this is a campaign-related mailer.

[Exhibit 6](#)

June 27, 2016

A TBWB (consulting firm) employee sends these comments to a Park District management employee (copied to another TBWB employee):

I’m a bit unsure of how to incorporate the Maritime Chaparral or Oaks Woodland information. Given **the reach of this piece (all registered voters)** I want to make sure we are painting broad strokes and not getting too far down in the the (*sic*) weeds of specific projects or parks.

There are countless great projects, parks and initiatives that you guys can highlight, but given the limited real estate of this piece, I want to make sure **we keep the message high level**. In terms of **drawing more attention to the fiscal accountability points, we need to be careful. If we are obviously highlighting them, one could argue that we are advocating for the measure by over emphasizing what a great investment it is.** Given **this is a publicly-funded communication, we must stay 100% informational** and thus I think it is important that we provide the fact that there are indeed fiscal accountability requirements in place but **don’t tout them**.

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This shows the strategic nature of the mailer to appear informational while still influencing voters to support the tax measure. But in the final version of the mailer, the fiscal accountability requirements ARE touted, and they are even touted INACCURATELY.

The mailer states the following: “An independent Citizens Oversight Committee would continue to review the use of these funds and has given its stamp of approval every year since funding was first approved in 2004.” But this is not what the independent Citizens Oversight Committee does.

The purpose of the Committee is to “inform the Board and public at least annually concerning the expenditure of assessment district proceeds approved by the voters July 12, 2004, (the “Assessment District Proceeds”) by issuing a written report.”

The Committee shall present to the Board an annual written report (the “Annual Report”) which shall include the following:

- (a) A statement indicating whether the proposed Assessment District expenditures are in compliance with the requirements as set forth in the Assessment District ballot measure Engineer’s Report.
- (b) A statement indicating whether the prior fiscal year Assessment District expenditures are in compliance with the requirements as set forth in the Assessment District ballot measure Engineer’s Report. Said statement shall include a summary of the prior fiscal year Assessment District expenditures.

The Committee does NOT approve or give “a stamp of approval” to the use of these funds. It only confirms that expenditures are in compliance with requirements of the Engineer’s report. The Monterey Peninsula Taxpayers Association knows this because its President is on the committee.

This is a clear case of moving beyond informational material to adopting a “tenor” of influencing voters to support the bond measure. It evocatively portrays the committee giving a “stamp of approval” to Park District expenditures as if they had independent merit. That is not “accurate, fair, and impartial presentation of relevant facts” and therefore is a violation of California Government Code Section 54964 (c)(2):

This section does not prohibit the expenditure of local agency funds to provide information to the public about the possible effects of a ballot measure on the activities, operations, or policies of the local agency, if both of the following conditions are met:

- (1) The informational activities are not otherwise prohibited by the Constitution or laws of this state.
- (2) **The information provided constitutes an accurate, fair, and impartial presentation of relevant facts to aid the voters in reaching an informed judgment regarding the ballot measure.**

[Exhibit 7](#)

June 27, 2016

A Park District management employee replies to the TBWB employee comments: “Absolutely makes sense and I concur. Let’s go with **your game plan** on para 4 and remain silent on the fiscal accountability. **Funding for local and regional parks is just fine.**”

A “game plan” indicates campaign strategy, NOT simply providing information.

[Exhibit 8](#)

June 27, 2016

A Park District management employee provides a TBWB employee with comments from a Park District board member, including “The documents **needs (sic) to be offered** in Spanish.”

The email does not explain why a Spanish version of this mailer to registered voters is needed, but legitimate informational communications from the Park District (including the annual *Let’s Go Outdoors* program guide) had not been provided in Spanish or other languages. It is likely the Spanish translation was considered as a strategy to influence Spanish-speaking voters to support the ballot measure.

[Exhibit 9](#)

June 28, 2016

A TBWB employee expresses his skepticism to a Park District management employee about the return on investment for a Spanish language version of the mailer: “Do you have an in-house translator? What we could do is design a Spanish version and post it on your website but not mail it. The mailed English version could have a footer that reads (in Spanish) ‘For more information in Spanish visit www.MPRPD.org’. The cost of printing and mailing Spanish versions of the flyer is **really not worth the return.**”

The “return” is obviously referring to votes for the ballot measure and not “information.”

[Exhibit 10](#)

July 1, 2016

A Park District board member asks for analysis from a Park District management employee: “...I think this flyer should be in Spanish as well. I wonder, have we ever gone to the effort to

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translate our public-facing documents? Is it worth it? I do not have statistics on how many people in our district speak Spanish, so **perhaps this is not a very impactful thing to do**, but my hunch is that it is. What are your thoughts on this?"

"Impactful" is obviously referring to votes for the ballot measure and not "information."

[Exhibit 11](#)

July 3, 2016

A Park District management employee replies to the Park District board member (and copies two other Park District management employees): "Absolutely agree with you on Spanish version. **TBWB has been contacted and they are looking into this.** We will report back to you and the team once we have more info/response from TBWB."

Park District officials turn to the consultant for advice on whether the Park District should provide the mailers in Spanish. Why? Is it to determine if Spanish-language mailers will influence a significant number of voters to vote YES for the special tax ballot measure?

[Exhibit 12](#)

July 6, 2016

Confirming that the Park District has not translated its legitimately informational materials into Spanish, a board member expresses an opinion to a Park District management employee: "**In the future** I think we should make sure to make translation a part of our printed materials like this."

Why wasn't the mailer translated into Spanish in the end? Because apparently there was no evidence that it would be "impactful" enough for its actual purpose of influencing voters.

Were Funds of the Monterey Peninsula Regional Park District Used for the Mailer?

As shown in the emails listed above, officials of the Monterey Peninsula Regional Park District coordinated with the consulting firm TBWB Strategies for design, production, and mailing of the literature to registered voters. On July 6, 2015, the Monterey Peninsula Regional Park District board approved a contract for \$45,000 (with a maximum of \$3500 in out-of-pocket expense reimbursement) with TBWB Strategies for Phase II of professional consultant services from July 5, 2015 to March 1, 2016 related to replacement of benefit assessment funding.

The staff report, the contract, and the list of tasks to be performed under the Phase II contract incorporate this project:

[July 6, 2015 Monterey Peninsula Regional Park District – TBWB Strategies Phase II – Staff Report](#)

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[July 6, 2015 Monterey Peninsula Regional Park District – TBWB Strategies Phase II Contract for Services – Signed](#)

[July 6, 2015 Monterey Peninsula Regional Park District – TBWB Strategies Phase II Exhibit A – Tasks To Be Performed](#)

The board also authorized the General Manager to amend the term of the contract to add an additional nine (9) months, through the end of calendar year 2016, if the survey results indicated a 2017 or 2018 ballot measure “is advised.” In February 2016, the Phase II contract was subsequently extended through August 31, 2016.

[February 1, 2016 Monterey Peninsula Regional Park District – TBWB Strategies Phase II Contract of Services Extension Amendment 1 – Signed](#)

According to the [2015-07-06 Monterey Peninsula Regional Park District – TBWB Strategies Phase II – Staff Report](#), the consulting contracts between the Monterey Peninsula Regional Park District and TBWB Strategies did NOT include expenses for the following:

ADMINISTRATION FY2013-14 thru FY2016-17 EXPENDITURES						
	ACCT CODE	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 BUDGET	2015-16 ESTIMATE	2016-17 PROPOSED
PERSONNEL:						
Board Compensation	6100	6,100	6,700	7,000	7,000	7,000
Salaries - Full-time	6102	298,340	306,723	330,200	330,200	310,500
Salaries - Part-time	6103	0	20,477	22,000	16,000	38,300
Seasonal/Contract Services	6104	42,855	29,986	30,000	30,000	0
Job Training & Education	6106	2,740	4,614	5,000	5,000	5,000
Employee Benefits	6107	154,688	129,982	355,867	355,867	370,000
Payroll Tax/Personnel	6109	16,594	18,381	25,000	25,000	25,000
TOTAL PERSONNEL		521,317	516,862	775,067	769,067	755,800
SERVICES & SUPPLIES:						
Insurance	6112	102,035	342,913	111,400	111,400	101,000
Postage	6113	1,051	1,387	5,000	8,500	15,000
Office Supplies	6114	4,868	6,003	6,500	6,500	7,000
Printing	6120	25	3	5,000	18,300	20,000
Legal Notice	6122	4,001	4,156	6,000	6,000	8,000
Publications and Memberships	6124	9,838	10,595	12,000	12,000	13,000
Advertising	6126	0	0	0	31,800	10,000
Travel, Conference & Meetings	6130	5,754	2,213	10,000	10,000	10,000
Computer Maintenance/Supplies	6134	8,722	7,479	8,700	12,000	15,600
Equipment Maintenance	6136	139	90	500	500	500
Equipment Rental/Leases	6137	5,472	6,966	5,500	5,500	7,900
Vehicle Maintenance & Fuel	6138	720	573	1,000	1,000	1,200
Office Lease	6140	59,695	62,083	74,500	74,500	78,300
Bank Service Charges	6141	123	270	300	300	300
Utilities	6142	17,759	18,352	18,000	18,000	18,000
Elections	6147	0	32,595	0	0	500,000
Taxes/assessments	6148	2,063	(1,278)	2,000	3,400	4,000
Professional/Spec. Serv./Permits	6149	119,835	187,631	116,100	282,000	193,700
TOTAL SERVICE/SUPPLY		342,099	682,030	382,500	601,700	1,003,500

- informational brochures, direct mail, and other paid advertising (estimated to range between \$16,614 and \$18,668 not including postage)
- paid online/social media engagement (estimated at \$40,000 for 8 weeks)
- election costs (\$4-6 per voter, for a range of \$260,000 to \$390,000)

Instead, these costs were included in the [Monterey Peninsula Regional Park District 2016-17 Budget](#). According to the [2016-17 Budget – Staff Report](#), FY2016-17 expenditures are about 9.6% above estimated expenditures for FY2015-16, due in large part to anticipated expenditures for potential Board seats (2) and community facilities district elections to be held in November 2016. In addition, “the FY16-17 budget formally adopted by the Board on 5/2/16 stated that funds were to be used to pursue a Community Facilities District. The informational mailer was part of the CFD expenditures as outlined in the TBWB contract.”

The Park District budget itself indicates “a \$418,481 increase (8.4 percent) above FY2015-16 year-end budget estimate of \$4,968,224 and \$413,205 more than estimated revenues. The increase is attributed to expenditures for the potential Board seat(s) and community facilities district elections. Staff proposes to cover these excess expenses by using funds from the District’s reserves.”

Also mentioned in the budget, “The proposed FY2016-17 Administration budget of \$1,759,405 is an increase of \$388,533 over the FY2015-16 year-end budgeted amount of \$1,370,872, primarily attributed to the required funding for potential elections for two Director seats and the community facilities district.” See the chart below.

At some point, the Park District has to reimburse TBWB Strategies for the expense of postage for the mailer. Postage was directly paid to the US Postal Service by TBW Media, as shown by the pre-sorted standard indicia on the mailer.



In conclusion, the Monterey Peninsula Regional Park District and its officers, employees, and consultants spent public funds to influence registered voters to vote Yes for a tax measure. Emails between those officers, employees, and consultants confirm that the style, tenor, and timing of these mailers was a campaign strategy to influence voters. And the mailer itself shows

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at least one unambiguous example of information provided to registered voters that constitutes inaccurate information to influence voters.

With two months before the November 8 election, we look forward to your prompt response to ensure Monterey County local governments end the practice of portraying publicly-funded campaign mailers as informational mailers.

Sincerely,

Ronald J. Pasquinelli

President

Monterey Peninsula Taxpayer Association

P.O. Box 15

Monterey, CA 93942

July 2016 Campaign
Mailer to Registered
Voters



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

Monterey CA 93940

Prsr. Std.
U.S. Postage
PAID
TBW

9453



NOTICE OF UPCOMING ELECTION TO PRESERVE OPEN SPACE FUNDING

Important Information for Local Voters

KEY DATES AND INFORMATION:

Election Day: November 8, 2016

Look for your vote-by-mail ballot: Week of October 10, 2016

Last day to register to vote in this election: October 24, 2016

Last day to request vote-by-mail ballot: November 1, 2016

Find your polling place: Visit www.MontereyCountyElections.us and click "Where do I vote?" on the left side of the screen.

QUESTIONS AND ANSWERS ABOUT VOTING:

Who is eligible to vote on this measure?

All registered voters within the boundaries of the Monterey Peninsula Regional Park District.

How can I register to vote?

Visit www.RegisterToVote.ca.gov or call (800) 345-8683 if you are not registered to vote or need to update your registration information.

What level of support is required for passage?

In order to pass, this measure must be supported by 66.7% of those who vote in this election.

What if I have more questions about voting?

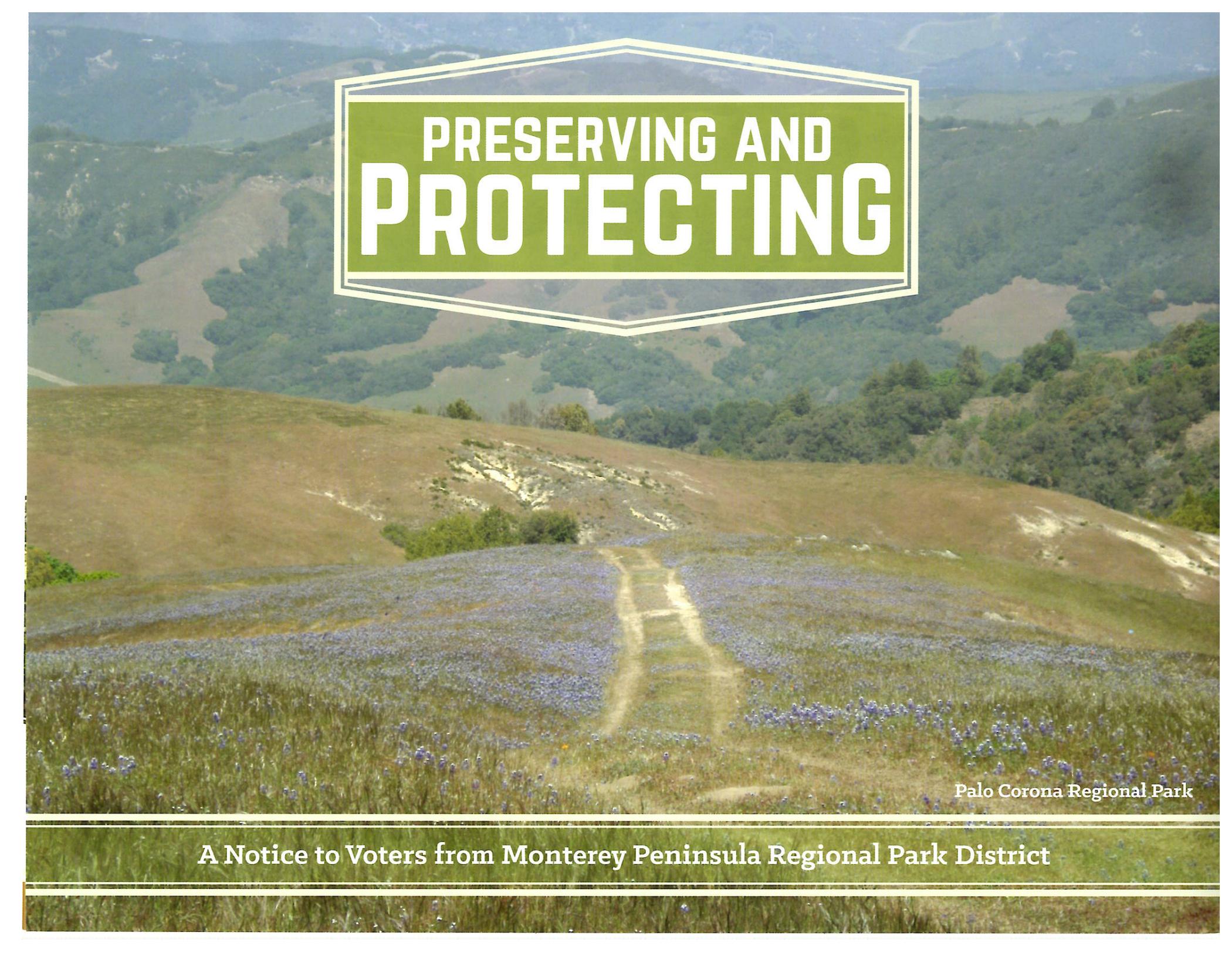
Contact the Monterey County Elections Department at (831) 796-1499 or visit their website www.MontereyCountyElections.us for more information.

Para encontrar esta información en español, por favor visite: www.MPRPD.org.

SAMPLE BALLOT

Monterey Peninsula Regional Park District
To protect local open space, coastal lands, beaches, creeks, rivers, wildlife habitat, and natural beauty of our area; maintain/improve neighborhood parks, trails, playgrounds; and increase recreational access to natural areas; shall Monterey Peninsula Regional Park District replace an expiring assessment, currently \$25.26/year for single-family homes with related rates for other property types, with a parcel tax at the same annual rates, providing \$1,200,000 (before inflation) annually until ended by voters, with mandatory audits, citizens oversight?

YES
 NO



PRESERVING AND PROTECTING

Palo Corona Regional Park

A Notice to Voters from Monterey Peninsula Regional Park District

PRESERVING LOCAL FUNDING TO PROTECT OUR ENVIRONMENT

Dear Neighbor,

We are lucky to have beautiful scenery, world-famous views, pristine beaches and ample open space right in our backyard.

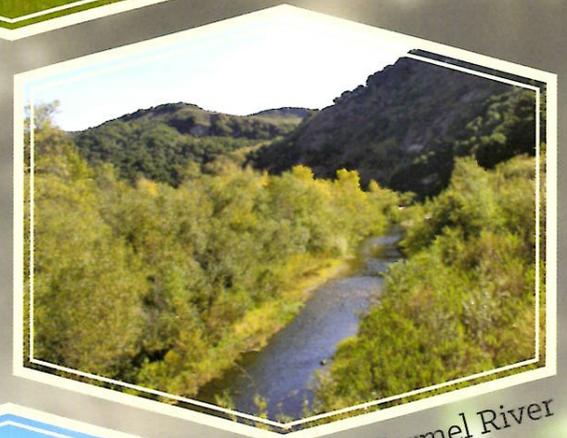
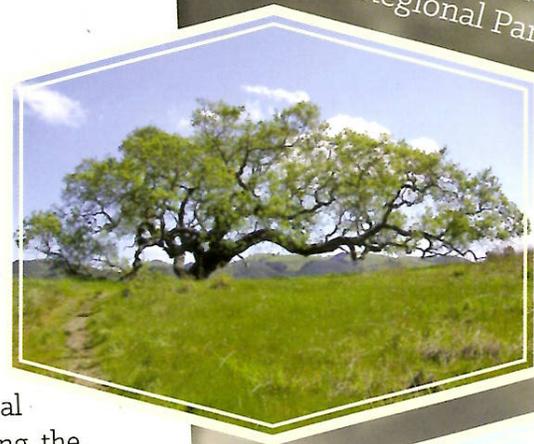
Monterey Peninsula Regional Park District (MPRPD) has been able to preserve our beaches and natural areas with the help of voter-approved local funding. By supporting our efforts to protect open space, wildlife habitat and water quality in rivers, creeks and streams, the community has created a legacy of conservation and resource stewardship in the region. However, MPRPD's local funding — more than \$1 million annually and nearly 20 percent of MPRPD's budget for parks, trails and recreation — is set to expire soon.

As you know, we've been looking at ways to continue this critical source of local funding without increasing the burden on local taxpayers. At its June 27 meeting, the Board of Directors unanimously voted to place a local funding measure on the November 8, 2016 ballot to preserve this source of funding at the same annual tax rate of \$25.26.

This measure will allow our district to maintain water quality in our rivers, creeks and streams, safeguard the land around them and permanently preserve beaches and natural coastal areas for generations to come. Renewed funding will also help protect our area's remaining redwood, Monterey pine and oak tree forests, conserve marine, bird and wildlife habitat, preserve natural areas and open space and provide more after-school educational and recreational programs for youth.

It is an exciting time for conservation and outdoor education on the

Garland Ranch
Regional Park



Camel River

Monterey Peninsula and it is truly a pleasure to have the most beautiful open space the world has to offer.

Sincerely,



Rafael Payan
General Manager
Monterey Peninsula Regional Park District



Seaside
Playground



California
Condor



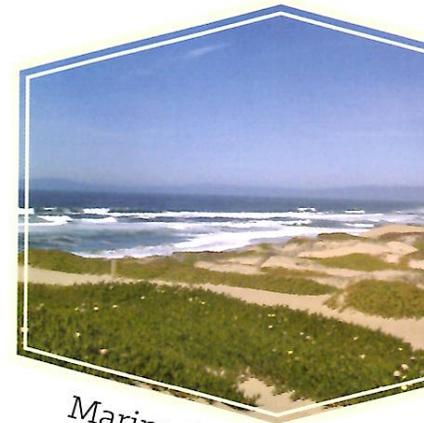
Frog Pond
Wetland Preserve

PRESERVING LOCAL FUNDING FOR FUTURE GENERATIONS

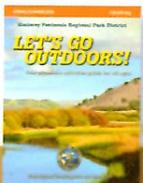
The MPRPD Board of Directors has voted to place a measure on the November 8, 2016 ballot to renew expiring local funding. The measure would continue funding for local and regional parks without increasing existing tax rates, currently \$25.26 per year for most homeowners, generating \$1.2 million annually to:

- Maintain water quality in rivers, creeks and streams and safeguard land around them
- Permanently preserve beaches and natural coastal areas
- Permanently protect our area's remaining redwood and Monterey pine forests
- Protect marine, bird and wildlife habitat
- Preserve natural areas and open space
- Provide more after-school educational and recreational programs for youth

None of these funds could be taken by the State. An independent Citizens Oversight Committee would continue to review the use of these funds and has given its stamp of approval every year since funding was first approved in 2004. To view these reports, you can visit our website at www.MPRPD.org.



Marina Dunes
Preserve



Our award-winning "Let's Go Outdoors!" catalog encourages our community to discover the wonders of nature by offering affordable, quality programs for all ages. To sign up for one of our free programs, visit www.MPRPD.org/education-outreach/lets-go-outdoors.

Legitimate
"Informational" Mailer
to Residential
Customers



Monterey Peninsula Regional Park District
 60 Garden Court, Suite 325
 Monterey, CA 93940
 Tel: 831-372-3196 • Fax: 831-372-3197

PRSR STD
 U.S. POSTAGE
 PAID
 MONTEREY, CA
 PERMIT NO. 255



www.mprpd.org

ECRWSS

mprrpd/facebook

RESIDENTIAL CUSTOMER

Free Guided Hikes at Your MPRPD Parks

FREE!

MPRPD offers a variety of recurring monthly guided hikes. Visit our website for a complete list. Here is just a sample:

Frog Pond Walk-and-Talk

Take a family-friendly walk around Frog Pond Wetland Preserve. While we're walking, we'll share stories about the history of this land and about the vast array of wildlife that make their permanent and seasonal homes here. Enjoy the sights and sounds of twilight and early evening. Instructor: Julie Callahan, MPRPD Volunteer Naturalist.

All Ages
3rd Thurs. of each month
6 pm-8 pm

**Frog Pond Preserve,
 Del Rey Oaks**
*Elevation gain: Approx. 50 ft.
 Distance: Approx. 1.5 miles
 Program not offered in June.*

Twilight Hike through the Park

Discover a hidden treasure in the heart of the region on this twilight-to-sunset hike at Palo Corona Regional Park. Experience a variety of habitats that provide both permanent and seasonal homes for a surprisingly wide range of wildlife. Discover unexpected species (day, dusk and night "shifts") and their array of adaptive habits. Instructor: Rick Berg, MPRPD Volunteer Naturalist.

Ages 10-Adult
4th Sun. of each month
May 22 | 8 pm
Jun. 26 | 8:15 pm
Jul. 24 | 8 pm
Aug. 28 | 7:30 pm
Oct. 23 | 7 pm

**Palo Corona Regional Park,
 Carmel**
*Elevation gain: Approx. 250 ft.
 Distance: 5-3.5 miles
 Program not offered in September.*

Palo Corona Birding Hike

Join amateur birders on this informative hike traversing Palo Corona's lower trails in search of resident and migratory birds. We're likely to see raptors including red-tailed hawk, northern harrier, white-tailed kite and American kestrel. Instructor: Rick Berg, MPRPD Volunteer Naturalist.

Ages 10-Adult
4th Sat. of each month
8 am-11 am

**Palo Corona Regional Park,
 Carmel**
*Elevation gain: Approx. 250 ft.
 Distance: 5-3.5 miles*

Weekday Walk Garland Park

NEW

Join others for our Wednesday, Weekday Walk at Garland Ranch Regional Park. This 1.5-2 hour hike features fresh air and minimal elevation gain. Enjoy the changing scenery along the lower trails of Lupine and Rancho Loops. These hiking trails are good for one and all. Instructor: Lee Warner, MPRPD Volunteer Naturalist.

All Ages
1st Wed. of each month
10 am-12 pm

Garland Park Visitor Center
*Elevation gain: Approx. 150 ft.
 Distance: Approx. 3 miles.*

**Please pre-register for our hikes
 at mprpd.org, space is limited!**

For more hike information check online
 or call 831-659-6065.

Minors must be accompanied by a registered adult.

BE GREEN! To reduce our carbon footprint and to be leaders in environmental sustainability, this guide is printed on domestically-sourced paper with recycled post-consumer waste from fiber collected in the USA. This paper is processed chlorine-free and printed with vegetable ink. A paper version is sent to district residents via bulk mail and listings of our classes are available online. Please recycle.

Twelve Emails
Proving the
Campaign Nature of
the July 2016 Mailer

Exhibit 1

On May 31, 2016, at 12:09 PM, Kelly McCullough <mccullough@mprpd.org> wrote:

Jared/Jeremy,

Rafael would like to have a quick call if you have availability. We thought we should talk about the timing and information needed for the mailer going out after **June 7 primaries**. He does have time available this afternoon if by chance you do also. Otherwise we'll have to start coordinating another time.

Thanks,

Kelly McCullough

<image001.jpg>

Kelly McCullough
Finance Manager
mccullough@mprpd.org
Monterey Peninsula Regional Park District
60 Garden Court, Suite 325
Monterey, CA 93940
P: (831) 372-3196 ext. 103 F: (831) 372-3197

From: [Jeremy Hauser](#)
To: [Rafael Payan](#), [Shuran Parker](#), [Kelly McCullough](#)
CC: [Jared Boigon \(jboigon@tbwmedia.com\)](#)
Date: Jun 13, 2016, 3:00 PM
Subject: Text for Upcoming Mailer
Attachment(s): 2

Exhibit 2

Hi All,

Attached you will find draft text for our upcoming mailer "Preservation" for your review. If this looks good to all of you, please send off to individual Directors for their review and input.

In order to mail this by July 5, here is our proposed review/design schedule:

June 14: Text to Directors
June 17: Designed piece to Staff
June 21: Designed piece to Directors
June 24: All feedback from Directors
June 28: Final version to Staff
June 29: Rafael sign's off on piece
July 5: Piece mails to **all registered voters**

Please let us know if this schedule works for all of you. Thanks!

Jeremy Hauser
Consultant
TBWB Strategies
400 Montgomery Street, 7th Floor
San Francisco, CA 94104
(415) 291-1894 x255 (office)
(925) 247-4528 (cell)

From: Shuran Parker
To: [John Dalessio](mailto:John.Dalessio@mprpd.org), [Katie Pofahl \(kpofahlmprpd@gmail.com\)](mailto:Katie.Pofahl@mprpd.org), klee@mprpd.org, ksorenson@mprpd.org, [Shane Anderson](mailto:Shane.Anderson@mprpd.org)
Date: Jun 14, 2016, 10:29 AM
Subject: Text for Upcoming Mailer -- PLEASE DO NOT REPLY TO ALL --
Attachment(s): 1

Hello Directors,

Exhibit 3

As we recently mentioned, our consultants at TBWB are drafting another mailer to **go out to voters in advance of the November election.** Please find attached the draft text of said mailer. We request that you send comments and/or recommended edits to Jeremy Hauser (copied on this message) and me this week. ***As always, we kindly remind you to neither reply to all, nor discuss amongst yourselves outside of an agenda meeting.***

Next week, we will follow-up with the draft of the actual designed piece, which will give you another opportunity to “weigh in”.

Thanks as always for your feedback.

Shuran J. Parker

Administrative Services Manager

Monterey Peninsula Regional Park District

60 Garden Court, Suite 325, Monterey, CA 93940

(831) 372-3196 x107 phone | (831) 372-3197 fax

Π Please consider the environment before printing this email and remember to print double-sided whenever possible.

to see and learn.

This is such an informative mailer. Well done.

Exhibit 4

Suggestions:

- could we include Maritime Chaparral (as it pertains to any lands in Fort Ord)?
- Could we include the fact that **there is citizen oversight and that the funds MUST stay local stand out more?** either by placing it higher up or making it bold/stand out. perhaps in a pull out?

Cheers

Shane Anderson

Director, Ward 2

Monterey Peninsula Regional Park District

Email: shanea@mprpd.org

Phone: [831-372-3196](tel:831-372-3196)

On Mon, Jun 27, 2016 at 11:34 AM, Shuran Parker <parker@mprpd.org> wrote:

Hi Shane,

Since you won't be at tonight's meeting (hope your event is successful), attached please find the draft mailer that will soon go out. Please respond with any comments/edits by Noon this Thursday, June 30.

Thanks.

Shuran J. Parker

From: [shane anderson](mailto:shane.anderson)
To: [Shuran Parker](mailto:Shuran.Parker)
Date: Jun 27, 2016, 1:09 PM
Subject: Re: Mailer Draft For Your Review

Exhibit 5

Maritime Chaparral and/or Oak Woodlands. I believe there is A LOT of support for preserving oak trees/woodland, as demonstrated by the efforts to stop the Monterey-Salinas Transit's proposed transit center on former Fort Ord. And this may help us connect with voters in the northern portion of the MPRPD (Marina & Seaside) as these two habitats are very prevalent there.

Thanks Shuran!

Shane Anderson
Director, Ward 2
Monterey Peninsula Regional Park District
Email: shanea@mprpd.org
Phone: 831-372-3196

On Mon, Jun 27, 2016 at 2:03 PM, Shuran Parker <parker@mprpd.org> wrote:

Awesome, thanks for the feedback; I will forward it to the consultants.

Shuran J. Parker

Monterey Peninsula Regional Park District

[\(831\) 372-3196 x107](tel:(831)372-3196) phone | [\(831\) 372-3197](tel:(831)372-3197) fax

Π Please consider the environment before printing this email and remember to print double-sided whenever possible.

From: shane anderson [mailto:shane.anderson.mprpd@gmail.com]
Sent: Monday, June 27, 2016 1:02 PM
To: Shuran Parker <parker@mprpd.org>
Subject: Re: Mailer Draft For Your Review

Hi Shuran,

I think the conference is going well. It might be the largest conference I have attended. So much

From: [Jeremy Hauser](#)
To: [Shuran Parker](#)
CC: [Jared Boigon](#)
Date: Jun 27, 2016, 1:29 PM
Subject: Re: Mailer Draft For Your Review

Exhibit 6

Thanks for passing along Shuran.

I'm a bit unsure of how to incorporate the Maritime Chaparral or Oaks Woodland information. Given **the reach of this piece (all registered voters)** I want to make sure we are painting broad strokes and not getting too far down in the the weeds of specific projects or parks. Perhaps we could amend the 2nd sentence in the 4th paragraph to read "Renewed funding will also help protect our area's remaining redwood, Monterey pine and oak tree forests, conserve marine.."

There are countless great projects, parks and initiatives that you guys can highlight, but given the limited real estate of this piece, I want to make sure **we keep the message high level.**

In terms of drawing more attention to the fiscal accountability points, **we need to be careful. If we are obviously highlighting them, one could argue that we are advocating for the measure by over emphasizing what a great investment it is. Given this is a publicly-funded communication, we must stay 100% informational** and thus I think it is important that we provide the fact that there are indeed fiscal accountability requirements in place but **don't tout them.**

Does that make sense?

Jeremy Hauser
Consultant
TBWB Strategies
400 Montgomery Street, 7th Floor
San Francisco, CA 94104
(415) 291-1894 x255 (office)
(925) 247-4528 (cell)

On Jun 27, 2016, at 1:11 PM, Shuran Parker <parker@mprpd.org> wrote:

A bit more below. And your edits were minor, so I won't bother resending to Anderson.

Shuran J. Parker
Monterey Peninsula Regional Park District
(831) 372-3196 x107 phone | (831) 372-3197 fax

Π Please consider the environment before printing this email and remember to print double-sided whenever possible.

From: shane anderson [<mailto:shane.anderson.mprpd@gmail.com>]

From: Shuran Parker
To: [Jeremy Hauser](mailto:Jeremy.Hauser@tbwb.com)
Date: Jun 27, 2016, 1:30 PM
Subject: RE: Mailer Draft For Your Review

Exhibit 7

Absolutely makes sense and I concur. Let's **go with your game plan** on para 4 and remain silent on the fiscal accountability. **Funding for local and regional parks is just fine.**

Shuran J. Parker

Monterey Peninsula Regional Park District

(831) 372-3196 x107 phone | (831) 372-3197 fax

Π Please consider the environment before printing this email and remember to print double-sided whenever possible.

From: Jeremy Hauser [mailto:jhauser@tbwb.com]
Sent: Monday, June 27, 2016 1:29 PM
To: Shuran Parker <parker@mprpd.org>
Cc: Jared Boigon <jboigon@tbwb.com>
Subject: Re: Mailer Draft For Your Review

Thanks for passing along Shuran.

I'm a bit unsure of how to incorporate the Maritime Chaparral or Oaks Woodland information. Given the reach of this piece (all registered voters) I want to make sure we are painting broad strokes and not getting too far down in the weeds of specific projects or parks. Perhaps we could amend the 2nd sentence in the 4th paragraph to read "Renewed funding will also help protect our area's remaining redwood, Monterey pine and oak tree forests, conserve marine.."

There are countless great projects, parks and initiatives that you guys can highlight, but given the limited real estate of this piece, I want to make sure we keep the message high level.

In terms of drawing more attention to the fiscal accountability points, we need to be careful. If we are obviously highlighting them, one could argue that we are advocating for the measure by over-emphasizing what we want in return for it. Given this is a public funded communication, we must

your website but not mail it. The mailed English version could have a footer that reads (in Spanish) "For more information in Spanish visit www.MPRPD.org". The cost of printing and mailing Spanish versions of the flyer is really not worth the return.

We can definitely make the park identifiers bigger and can add a picture of the LGO Catalogue, we'll just need a jpeg, png or tiff version of the cover.

By my count, we only need to hear back from Directors Sorenson and Lee now, correct?

Jeremy Hauser
Consultant
TBWB Strategies
400 Montgomery Street, 7th Floor
San Francisco, CA 94104
(415) 291-1894 x255 (office)
(925) 247-4528 (cell)

On Jun 27, 2016, at 7:58 PM, Shuran Parker <parker@mprpd.org> wrote:

Exhibit 8

Additional comments below:

1. From Director Pofahl:
 - a. **The documents needs to be offered in Spanish**
 - b. The "Dear Neighbor" letter – Maybe cut all this language to add Spanish text? Pretty wordy.
 - c. Add an image of the LGO catalog
 - d. Make the park identifier text larger! This is how folks know us.

From: Shuran Parker
To: [Jeremy Hauser](mailto:Jeremy.Hauser@tbwb.com)
Date: Jun 28, 2016, 1:54 PM
Subject: RE: Mailer Draft For Your Review

Exhibit 9

Hi Jeremy,

We do not have an in-house translator but Director Pofahl indicated that she knew someone, who I think could do it for around \$150. To expedite this process, do you have someone who could translate? Rafael likes your idea to put the Spanish version online and reference such on the English version. I'm waiting to hear back from Jackie whether we have the LGO in the files noted. I'll send whatever we have as soon as I get it.

And I'm pretty sure that last night Director Sorenson was ok with the latest draft, so we're only waiting on Director Lee.

Shuran J. Parker

Monterey Peninsula Regional Park District

(831) 372-3196 x107 phone | (831) 372-3197 fax

Π Please consider the environment before printing this email and remember to print double-sided whenever possible.

From: Jeremy Hauser [mailto:jhauser@tbwb.com]
Sent: Tuesday, June 28, 2016 10:15 AM
To: Shuran Parker <parker@mprpd.org>
Cc: Jared Boigon <jboigon@tbwb.com>
Subject: Re: Mailer Draft For Your Review

Thanks for passing along Shuran.

Do you have an in-house translator? What we could do is design a Spanish version and post it on your website but not mail it. The mailed English version could have a footer that reads (in Spanish)

your website but not mail it. The mailed English version could have a footer that reads (in Spanish) "For more information in Spanish visit www.MPRPD.org". The cost of printing and mailing Spanish versions of the flyer is **really not worth the return.**

Exhibit 9 (page 2)

We can definitely make the park identifiers bigger and can add a picture of the LGO Catalogue, we'll just need a jpeg, png or tiff version of the cover.

By my count, we only need to hear back from Directors Sorenson and Lee now, correct?

Jeremy Hauser
Consultant
TBWB Strategies
400 Montgomery Street, 7th Floor
San Francisco, CA 94104
(415) 291-1894 x255 (office)
(925) 247-4528 (cell)

On Jun 27, 2016, at 7:58 PM, Shuran Parker <parker@mprpd.org> wrote:

Additional comments below:

1. From Director Pofahl:
 - a. The documents needs to be offered in Spanish
 - b. The "Dear Neighbor" letter – Maybe cut all this language to add Spanish text? Pretty wordy.
 - c. Add an image of the LGO catalog
 - d. Make the park identifier text larger! This is how folks know us.

From: [Rafael Payan](#)
To: [Katie Pofahl MPRPD](#)
CC: [Shuran Parker](#), [Rafael Payan](#)
Date: Jul 3, 2016, 10:03 PM
Subject: RE: Mailer

Exhibit 10

Hi Katie,

Absolutely agree with you on Spanish version. TBWB has been contacted and they are looking into this. We will report back to you and the team once we have more info/response from TBWB.

Happy 4th of July!

Thanks,

Rafael

From: Katie Pofahl MPRPD [mailto:kpofahlmprpd@gmail.com]
Sent: Friday, July 01, 2016 9:48 PM
To: Rafael Payan
Subject: Re: Mailer

Thanks Rafael!

I think this looks great and am happy to see a few changes that John and I suggested. One thing I mentioned to Shuran is that I think this flyer should be in Spanish as well. I wonder, have we ever gone to the effort to translate our public-facing documents? Is it worth it? I do not have statistics on how many people in our district speak Spanish, **so perhaps this is not a very impactful thing to do**, but my hunch is that it is. What are your thoughts on this?

On Jul 1, 2016, at 10:31 PM, Rafael Payan <payan@mprpd.org> wrote:

Folks:

Attached you will find the latest version of our mailer developed by TBWB, reflecting the latest round of Director feedback. It should start showing up in mailboxes over the weekend through next Tuesday.

From: [Rafael Payan](#)
To: [Katie Pofahl MPRPD](#)
CC: [Shuran Parker](#), [Rafael Payan](#)
Date: Jul 3, 2016, 10:03 PM
Subject: RE: Mailer

Exhibit 11

Hi Katie,

Absolutely agree with you on Spanish version. **TBWB has been contacted and they are looking into this.** We will report back to you and the team once we have more info/response from TBWB.

Happy 4th of July!

Thanks,

Rafael

From: Katie Pofahl MPRPD [mailto:kpofahlmprpd@gmail.com]
Sent: Friday, July 01, 2016 9:48 PM
To: Rafael Payan
Subject: Re: Mailer

Thanks Rafael!

I think this looks great and am happy to see a few changes that John and I suggested. One thing I mentioned to Shuran is that I think this flyer should be in Spanish as well. I wonder, have we ever gone to the effort to translate our public-facing documents? Is it worth it? I do not have statistics on how many people in our district speak Spanish, so perhaps this is not a very impactful thing to do, but my hunch is that it is. What are your thoughts on this?

On Jul 1, 2016, at 10:31 PM, Rafael Payan <payan@mprpd.org> wrote:

Folks:

Attached you will find the latest version of our mailer developed by TBWB, reflecting the latest round of Director feedback. It should start showing up in mailboxes over the weekend through next Tuesday.

From: [Rafael Payan](#)
To: [Katie Pofahl](#)
CC: [Shuran Parker](#), [Kelly McCullough](#), [Tim Jensen](#), [Front Desk](#)
Date: Jul 6, 2016, 12:32 PM
Subject: RE: Mailer

Great idea. Thx.

Exhibit 12

From: Katie Pofahl [mailto:kapofahl@gmail.com]
Sent: Wednesday, July 06, 2016 12:31 PM
To: Rafael Payan
Subject: Re: Mailer

Fantastic. Thank you.

In the future I think we should make sure to make translation a part of our printed materials like this.

Katie

On Jul 6, 2016, at 11:59 AM, Rafael Payan <payan@mprpd.org> wrote:

PLEASE DO NOT DISCUSS THIS ITEM OUTSIDE OF AGENDIZED PUBLIC MEETING

Hi Katie,

FYI: The flyer was translated into Spanish and Shuran posted it to the front page of our website before she left on vacation.

http://www.mprpd.org/wp-content/uploads/2016/07/VoterMailer-Spanish_0716.pdf

Thanks,

Rafael

Documents Proving
the Park District
Produced and
Distributed the July
2016 Campaign Mailer
with Public Funds

**MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING**

DATE: July 6, 2015
TO: Board of Directors
FROM: Rafael Payan, General Manager
SUBJECT: Approval of Contract with TBWB Strategies for Phase II of Professional Consultant Services Related to Replacement of Benefit Assessment Funding

RECOMMENDED ACTION:

Following presentation of survey results to the Board and staff, a scope of work item from the initial Phase I contract, staff recommends the Board of Director's approve the attached draft contract as presented or in substantially the same form. This initial term would take the District through the decision making process for a potential 2016 ballot measure.

It is also recommended that the Board authorize the General Manager to extend the term of the contract for an additional nine (9) month period, going through March 2016, in the event the Board decides to pursue a 2016 funding measure election, or through December 2016, if the decision is to wait for a 2017 or 2018 ballot measure.

FISCAL IMPACT:

\$45,000 - Consulting Fees July 5, 2015 – March 1, 2016

Out of pocket expenses reimbursed at cost not to exceed \$3,500, unless approved in writing by the General Manager prior to incurring the out-of-pocket expense.

The cost of potential informational brochures, direct mail and other paid advertising are **not** included in the consulting fee.

One estimate for informational brochure pricing, based on an estimated number of 39,000 registered voter households, is \$16,614 for an 11 x 17, one – or two-fold brochure, 80# matte book or equivalent, or \$18,668 for an 11 x 17, one – or two-fold, 7 pt. stock with perforated tear-off card. These estimated prices include pre-press, print, labels, labeling, post office check-in, photography, shipping and sales tax. Postage is **not** included in the above brochure estimates, and the actual cost of both depends on actual quantity printed and mailed.

A paid online/social media engagement to inform District residents about the District has been recommended, which is **not** included in the consulting fees. The budget estimate for an 8 week engagement cycle is \$40,000. Actual cost depends on actual number of targeted impressions (views). The engagement information would include: 1) Targeted pre-roll video and banner advertising; 2) Facebook presence and advertising/engagement; 3) Video and graphics production.

DISCUSSION:

On January 5, 2015 the Board approved and entered into a contract with TBWB Strategies for professional consultant services related to a potential benefit assessment renewal in the amount

of \$35,000 plus out of pocket expenses not to exceed \$3,500 without prior General Manager approval. The term of the initial Phase I contract was January 6, 2015 through July 4, 2015.

Staff is implementing the recommendations of the current consultants based upon extensive work with the District, specialized legal counsel and District's Assessment District Engineers in gaining a comprehensive knowledge of the District, its users and its key partners. The firm of TBWB has a record of successfully assisting public agencies in determining the feasibility of a ballot measure. Staff is therefore recommending that as it enters the next phase of determining the feasibility of a ballot measure they continue to work with the same consulting firm to eliminate the time loss, ramp up and cost of starting with a new consultant.

The potential term of the attached draft contract is from July 5, 2015 through March 1, 2016. That is the deadline for Board action on a potential June 2016 measure - the earliest the District could be on the ballot. The District would have to officially call the election by March 4, 2016. If the Board determines it best to present a ballot measure in the November 2016 election, the deadline to call the election is early August 2016.

The attached draft contract is based upon the possibility that polling survey and outreach results indicate a 2016 measure is possible and even advisable. The contract would need to be amended to extend the terms if the results indicate that waiting until 2017 or 2018 is best.

Election cost estimates received from the County suggest a Primary or General election in 2016 would make more financial sense than a Special election. Following are rough cost estimates for a primary, general or special election, provided to the consultants from the Monterey County Registrar of Voters:

- **Consolidated (Nov 2015, June & Nov 2016)** — \$4-6 per voter ~ \$260,000 - \$390,000
- **Other Special Elections** — \$12-17 per voter ~ \$780,000 - \$1,105,000

Staff respectfully recommends that the Board approve the attached draft contract in substantially the form presented and authorize the General Manager to amend the term of the contract to add an additional nine (9) months, through the end of calendar year 2016, should the survey results indicate a 2017 or 2018 Ballot Measure is advised. Any required change to the scope of work and fees would be brought back to the Board for consideration and approval.

ATTACHMENT:

1. Draft Contract

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



Contract for Services

This AGREEMENT is made and effective as of **July 5, 2015**, between the Monterey Peninsula Regional Park District, a special district sub-division of the State of California, herein referred to as "DISTRICT" and TBWB Strategies, herein referred to as "CONTRACTOR".

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

1. TERM

This AGREEMENT shall commence on **July 5, 2015**, and shall remain and continue in effect until the tasks described herein under Scope of Work are completed and produced, but in no event later than **March 1, 2016**, unless terminated sooner pursuant to the provisions of this AGREEMENT.

2. SERVICES

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

3. PERFORMANCE

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

4. DISTRICT MANAGEMENT

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

5. PAYMENT

(a) The DISTRICT agrees to pay CONTRACTOR in accordance with the payment rates and terms as set forth herein. This amount shall not exceed Forty-Five Thousand Dollars (**\$45,000.00**) for consulting fees plus reimbursement for out-of-pocket expenses not to exceed Three Thousand Five Hundred Dollars (**\$3,500**), unless approved in writing by the General Manager prior to incurring the out of pocket expense. This sum is for the total term of the

AGREEMENT unless additional payment is approved as provided in this AGREEMENT. Out of pocket expenses shall include travel at the IRS mileage rate, overnight accommodations, overnight mail & flyers, and shall be submitted with itemized receipts. The District does not reimburse for alcoholic beverages associated with meals.

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

(c) CONTRACTOR shall not be compensated for any services rendered in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the DISTRICT. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by DISTRICT and CONTRACTOR at the time DISTRICT's written authorization is given to CONTRACTOR for the performance of said services. The DISTRICT may approve additional payment for work that does not exceed ten percent (10%) of the amount identified in the AGREEMENT, but in no event shall such sum exceed \$3,500.00 unless a subcontractor(s) is required or requested by DISTRICT to enhance or expand the project scope, in which case that additional cost would be pre-approved in writing by MPRPD prior to TBWB engaging any subcontractors or pursuing the enhancement or expansion of the project scope. Any payments for additional work in excess of the approved amount shall be CONTRACTOR's responsibility, unless approved by the DISTRICT.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONTRACTOR

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless DISTRICT, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONTRACTOR or by any individual or entity for which CONTRACTOR is legally liable, including but not limited to officers, agents, employees or sub-contractors of CONTRACTOR.

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

10. INSURANCE

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

11. INDEPENDENT CONTRACTOR

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

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

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

(b) CONTRACTOR shall promptly notify DISTRICT should DISTRICT, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located with DISTRICT. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR and/or be present at any deposition, hearing, or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide the opportunity to review any response to discovery requests provided by CONTRACTOR. However, DISTRICT's right to review any

such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

16. NOTICES

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

To DISTRICT: Monterey Peninsula Regional Park District
60 Garden Court, Suite 325
Monterey 93940-5341
Attention: Rafael Payan, General Manager

To CONTRACTOR: TBWB Strategies
400 Montgomery St, 7th Floor
San Francisco, CA 94104
Attention: Jared Boigon, Partner

17. ASSIGNMENT

- (a) CONTRACTOR shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, to any other individual, entity, or sub-contractor without prior written approval of DISTRICT.
- (b) CONTRACTOR may use its staff and assistants, under its direct supervision, to perform some or all of the services under this AGREEMENT.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

DISTRICT and CONTRACTOR agree that time is of the essence in this AGREEMENT. DISTRICT and CONTRACTOR further agree that any failure to perform on or at the times set forth in this AGREEMENT will damage and injure the DISTRICT, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, DISTRICT and CONTRACTOR agree that any failure to perform by CONTRACTOR at or within the time set forth herein shall result in liquidated damages of 10% of the contracted amount of Thirty-Five Thousand Dollars (\$35,000.00) per day for each and every day such performance is late. DISTRICT and Consult agree that such sum is reasonable and fair. Furthermore, DISTRICT and CONTRACTOR agree that this AGREEMENT is subject to Government Code Section 53069.85, which authorizes such damages in connection with public agency contracts, and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

DISTRICT:

By:  8/31/2015
Kelly Sorenson Date
President

CONTRACTOR:

By:  8/19/15
Jared Boigon, Partner Date
CONTRACTOR

Approved as to Form:

Michael J. Whilden, Esq.
Attorney for Monterey Peninsula Regional District

Exhibit A: TASKS TO BE PERFORMED

The **Phase II** scope of services and work-plan will provide services from **July 5, 2015 through March 1, 2016**, unless amended. Services rendered under this agreement include the following items.

A. Public Information:

TBWB shall perform any of the following services as needed to raise awareness of District's funding needs and the potential ballot measure.

- 1) Create and regularly update a "Communications Plan" based on analysis of MPRPD poll results, ongoing MPRPD outreach to stakeholders, and based on ongoing direction and advice from MPRPD, including paid and earned media, direct stakeholder outreach, and partnership with key allies;
- 2) Create, update and monitor a "project timeline" for creating a ballot measure to bring before District voters;
- 3) Develop or review/edit informational fact sheets, FAQ's, and other public material related to MPRPD's revenue needs and potential future funding measure;
- 4) Develop or review/edit electronic communication, including email blasts, Facebook posts or ads, website content related to MPRPD's revenue needs and potential future funding measure;
- 5) Prepare or review/edit PowerPoint-style presentations for meetings related to MPRPD's revenue needs and potential future funding measure;
- 6) Write, design, and produce mailings or other paid communication to educate, inform and engage voters, as directed;
- 7) Develop strategies and plans to inform and engage key environmental stakeholders and open space user groups according to the goals and messages in the Communication Plan; and
- 8) Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others according to the goals and messages in the Communication Plan;
- 9) Help direct work of any relevant contractors related to potential future funding measure, i.e., legal or engineering, as directed by District;
- 10) Update MPRPD Directors as needed, at staff direction.

B. Ongoing Feasibility Assessment:

TBWB shall continue perform any of the following services as needed to assess the electoral feasibility of the Measure:

- 1) Continue to assess and refine potential revenue measure scenarios to meet the District's funding needs, through collaboration with other District consultants and discussions with MPRPD;
- 2) Collaborate with pollster to design, conduct and analyze further opinion research of voters in the District if needed;
- 3) Continue and refine demographic analysis of voters in the District and how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria;
- 4) Continue to analyze and monitor past and upcoming elections in the District and region to understand voter turnout trends and other relevant voting patterns;
- 5) Research other local tax proposals that may be heading to an upcoming ballot that could compete with District's Measure; and
- 6) Make specific recommendations regarding an optimal election date, revenue mechanism, total authorization amount, tax rate and other important ballot measure features.

C. Ballot Measure Development:

TBWB shall perform any of the following services as needed to assist District in preparing an eventual Measure for the ballot, should the District choose to do so during the term of this Agreement:

- 1) Work with staff, legal counsel and other needed District consultants to develop a resolution calling for the election;
- 2) Develop the 75-word ballot question;
- 3) Refine any required public list of projects to be funded by the measure;
- 4) Prepare messaging that clearly articulates how these projects will benefit from the Measure;
- 5) Recommend any extra taxpayer accountability protections, such as an independent citizens' oversight committee;
- 6) Review and help refine the full text of the measure, project list, tax rate statement and any other materials that will appear in the ballot pamphlet mailed to all voters;

- 7) Help present recommendations, documents and resolutions to the Board for approval;
and,
- 8) Work with the County of Monterey Registrar of Voters Office to assist District to complete the process of qualifying for the ballot.

End of Exhibit A

Exhibit B: DISTRICT POLICIES

District Policy Regarding Animals in the Workplace

Employees and CONTRACTORS are not permitted to bring their personal animals or dogs to any Park District site, including District vehicles, while on duty or performing work for the Park District.

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

Exhibit C: LOCATION

The MPRPD ballot measure shall include the entirety of the registered electorate located within MPRPD's Boundaries, as prescribed by law.

Exhibit D: INSURANCE REQUIREMENTS

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

CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

1. CONTRACTOR agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured's DISTRICT, its officials, employees and agents, using standard ISO endorsement No. CG 2010. CONTRACTOR also agrees to require all CONTRACTORS, and sub-contractors to do likewise.
2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONTRACTOR, or CONTRACTOR's employees, or agents, from waiving the right of subrogation prior to a loss. CONTRACTOR agrees to waive subrogation rights against DISTRICT regardless of the applicability of any insurance proceeds, and to require all CONTRACTORS and sub-contractors to do likewise.
3. All insurance coverage and limits provided by CONTRACTOR and available or applicable to this AGREEMENT are intended to apply to the full extent of its policies. Nothing contained in this AGREEMENT or any other AGREEMENT relating to the DISTRICT or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to DISTRICT and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any CONTRACTOR or sub-contractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the DISTRICT, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect DISTRICT's protection without DISTRICT's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability policy shall be delivered to DISTRICT at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, DISTRICT has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other AGREEMENT and to pay the premium. Any premium so paid by DISTRICT shall be charged to and promptly paid by CONTRACTOR or deducted from sums due CONTRACTOR, at DISTRICT option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to DISTRICT of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

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

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

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

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

13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.

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

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

16. CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONTRACTOR's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to DISTRICT within five days of the expiration of the coverages.

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

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

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

20. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

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

22. CONTRACTOR agrees to provide immediate notice to DISTRICT of any claim or loss against CONTRACTOR arising out of the work performed under this AGREEMENT. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.

◆ ◆ End of Document ◆ ◆

Exhibit A: TASKS TO BE PERFORMED

The Phase II scope of services and work-plan will provide services from July 5, 2015 through March 1, 2016, unless amended. Services rendered under this agreement include the following items.

A. Public Information:

TBWB shall perform any of the following services as needed to raise awareness of District's funding needs and the potential ballot measure.

- 1) Create and regularly update a "Communications Plan" based on analysis of MPRPD poll results, ongoing MPRPD outreach to stakeholders, and based on ongoing direction and advice from MPRPD, including paid and earned media, direct stakeholder outreach, and partnership with key allies;
- 2) Create, update and monitor a "project timeline" for creating a ballot measure to bring before District voters;
- 3) Develop or review/edit informational fact sheets, FAQ's, and other public material related to MPRPD's revenue needs and potential future funding measure;
- 4) Develop or review/edit electronic communication, including email blasts, Facebook posts or ads, website content related to MPRPD's revenue needs and potential future funding measure;
- 5) Prepare or review/edit PowerPoint-style presentations for meetings related to MPRPD's revenue needs and potential future funding measure;
- 6) Write, design, and produce mailings or other paid communication to educate, inform and engage voters, as directed;
- 7) Develop strategies and plans to inform and engage key environmental stakeholders and open space user groups according to the goals and messages in the Communication Plan; and
- 8) Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others according to the goals and messages in the Communication Plan;
- 9) Help direct work of any relevant contractors related to potential future funding measure, i.e., legal or engineering, as directed by District;
- 10) Update MPRPD Directors as needed, at staff direction.

B. Ongoing Feasibility Assessment:

TBWB shall continue perform any of the following services as needed to assess the electoral feasibility of the Measure:

- 1) Continue to assess and refine potential revenue measure scenarios to meet the District's funding needs, through collaboration with other District consultants and discussions with MPRPD;
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- 5) Research other local tax proposals that may be heading to an upcoming ballot that could compete with District's Measure; and
- 6) Make specific recommendations regarding an optimal election date, revenue mechanism, total authorization amount, tax rate and other important ballot measure features.

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TBWB shall perform any of the following services as needed to assist District in preparing an eventual Measure for the ballot, should the District choose to do so during the term of this Agreement:

- 1) Work with staff, legal counsel and other needed District consultants to develop a resolution calling for the election;
- 2) Develop the 75-word ballot question;
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- 4) Prepare messaging that clearly articulates how these projects will benefit from the Measure;
- 5) Recommend any extra taxpayer accountability protections, such as an independent citizens' oversight committee;
- 6) Review and help refine the full text of the measure, project list, tax rate statement and any other materials that will appear in the ballot pamphlet mailed to all voters;

- 7) Help present recommendations, documents and resolutions to the Board for approval;
and,
- 8) Work with the County of Monterey Registrar of Voters Office to assist District to complete the process of qualifying for the ballot.

End of Exhibit A



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

Contract for Services - Amendment 1

The Agreement originally made and effective as of July 5, 2015 between the Monterey Peninsula Regional Park DISTRICT, herein referred to as "DISTRICT", and TBWB Strategies, herein referred to as "CONTRACTOR", is hereby amended and agreed to by both CONTRACTOR and DISTRICT as follows:

1. TERM

This Agreement commenced on July 5, 2015 and shall remain and continue in effect until the tasks described herein under Scope of Work are completed and produced, but in no event later than August 31, 2016 unless terminated sooner pursuant to the provisions of this Agreement.

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

MONTEREY PENINSULA REGIONAL
PARK DISTRICT

CONTRACTOR

By: _____

Rafael Payan, PhD
General Manager

02.01.16

Date

By: _____

Jared Boigon, Partner
Contractor

1/29/16

Date

Initial _____

**MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING**

DATE: July 6, 2015
TO: Board of Directors
FROM: Rafael Payan, General Manager
SUBJECT: Approval of Contract with TBWB Strategies for Phase II of Professional Consultant Services Related to Replacement of Benefit Assessment Funding

RECOMMENDED ACTION:

Following presentation of survey results to the Board and staff, a scope of work item from the initial Phase I contract, staff recommends the Board of Director's approve the attached draft contract as presented or in substantially the same form. This initial term would take the District through the decision making process for a potential 2016 ballot measure.

It is also recommended that the Board authorize the General Manager to extend the term of the contract for an additional nine (9) month period, going through March 2016, in the event the Board decides to pursue a 2016 funding measure election, or through December 2016, if the decision is to wait for a 2017 or 2018 ballot measure.

FISCAL IMPACT:

\$45,000 - Consulting Fees July 5, 2015 – March 1, 2016

Out of pocket expenses reimbursed at cost not to exceed \$3,500, unless approved in writing by the General Manager prior to incurring the out-of-pocket expense.

The cost of potential informational brochures, direct mail and other paid advertising are **not** included in the consulting fee.

One estimate for informational brochure pricing, based on an estimated number of 39,000 registered voter households, is \$16,614 for an 11 x 17, one – or two-fold brochure, 80# matte book or equivalent, or \$18,668 for an 11 x 17, one – or two-fold, 7 pt. stock with perforated tear-off card. These estimated prices include pre-press, print, labels, labeling, post office check-in, photography, shipping and sales tax. Postage is **not** included in the above brochure estimates, and the actual cost of both depends on actual quantity printed and mailed.

A paid online/social media engagement to inform District residents about the District has been recommended, which is **not** included in the consulting fees. The budget estimate for an 8 week engagement cycle is \$40,000. Actual cost depends on actual number of targeted impressions (views). The engagement information would include: 1) Targeted pre-roll video and banner advertising; 2) Facebook presence and advertising/engagement; 3) Video and graphics production.

DISCUSSION:

On January 5, 2015 the Board approved and entered into a contract with TBWB Strategies for professional consultant services related to a potential benefit assessment renewal in the amount

of \$35,000 plus out of pocket expenses not to exceed \$3,500 without prior General Manager approval. The term of the initial Phase I contract was January 6, 2015 through July 4, 2015.

Staff is implementing the recommendations of the current consultants based upon extensive work with the District, specialized legal counsel and District's Assessment District Engineers in gaining a comprehensive knowledge of the District, its users and its key partners. The firm of TBWB has a record of successfully assisting public agencies in determining the feasibility of a ballot measure. Staff is therefore recommending that as it enters the next phase of determining the feasibility of a ballot measure they continue to work with the same consulting firm to eliminate the time loss, ramp up and cost of starting with a new consultant.

The potential term of the attached draft contract is from July 5, 2015 through March 1, 2016. That is the deadline for Board action on a potential June 2016 measure - the earliest the District could be on the ballot. The District would have to officially call the election by March 4, 2016. If the Board determines it best to present a ballot measure in the November 2016 election, the deadline to call the election is early August 2016.

The attached draft contract is based upon the possibility that polling survey and outreach results indicate a 2016 measure is possible and even advisable. The contract would need to be amended to extend the terms if the results indicate that waiting until 2017 or 2018 is best.

Election cost estimates received from the County suggest a Primary or General election in 2016 would make more financial sense than a Special election. Following are rough cost estimates for a primary, general or special election, provided to the consultants from the Monterey County Registrar of Voters:

- **Consolidated (Nov 2015, June & Nov 2016)** — \$4-6 per voter ~ \$260,000 - \$390,000
- **Other Special Elections** — \$12-17 per voter ~ \$780,000 - \$1,105,000

Staff respectfully recommends that the Board approve the attached draft contract in substantially the form presented and authorize the General Manager to amend the term of the contract to add an additional nine (9) months, through the end of calendar year 2016, should the survey results indicate a 2017 or 2018 Ballot Measure is advised. Any required change to the scope of work and fees would be brought back to the Board for consideration and approval.

ATTACHMENT:

1. Draft Contract

**MONTEREY PENINSULA REGIONAL PARK DISTRICT
RESOLUTION #2016-08
May 2, 2016**

**A RESOLUTION ADOPTING THE BUDGET OF THE MONTEREY PENINSULA
REGIONAL PARK DISTRICT FOR FY2016-17**

WHEREAS, the proposed budget of the MONTEREY PENINSULA REGIONAL PARK DISTRICT for the FY2016-17 was prepared by the General Manager and reviewed by the Board's Finance Committee; and

WHEREAS, the proposed budget was subsequently submitted to the Board of Directors at its meeting of May 2, 2016; and

WHEREAS, the Board of Directors reviewed the proposed budget and thereafter caused a public hearing to be held concerning said budget;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA REGIONAL PARK DISTRICT that the Proposed Budget for FY2016-17 is hereby approved as the adopted budget of the MONTEREY PENINSULA REGIONAL PARK DISTRICT in the amount of \$6,180,700 for revenues and \$6,839,705 for expenditures (or as amended by the Board). A copy of said budget is on file at the District's Administrative Offices at 60 Garden Court, Suite 325, Monterey, California, 93940 and is hereby referred to for further information.

BE IT FURTHER RESOLVED THAT monies may be transferred from one expenditure account to another with the approval of the District General Manager, except that monies may not be transferred from fund balance or other reserve accounts without approval of the Board of Directors.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the MONTEREY PENINSULA REGIONAL PARK DISTRICT at Del Rey Oaks, California, this 2nd day of May 2016, by the following vote:

AYES: Directors

NOES: Directors

ATTEST:

Kelly Sorenson, President

Shane Anderson, Secretary/Treasurer

MONTEREY PENINSULA REGIONAL PARK DISTRICT



***PROPOSED BUDGET
FISCAL YEAR 2016-17***

**MONTEREY PENINSULA
REGIONAL PARK DISTRICT**

**PROPOSED BUDGET
FY 2016-17**

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**MONTEREY PENINSULA
REGIONAL PARK DISTRICT**

***Board of Directors & Staff Roster
As of July 1, 2016***

Board of Directors

*Kelly Sorenson, President
Katie Pofahl, Vice President
Shane Anderson, Secretary/Treasurer
John Dalessio, Board Member
Kathleen Lee, Board Member*

Regular Staff

*Rafael Payan, General Manager
Caine Camarillo, Supervising Ranger
Tim Jensen, Planning & Conservation Manager
Kelly McCullough, Finance Manager
Joseph Narvaez, Ranger
Jackie Nelson, Environmental Education Supervisor
Jeffrey Niewenhuis, Ranger
John Palaniuk, Ranger
Shuran Parker, Administrative Services Manager
Jacob Sanderson, Ranger
Ray Trabucco, Ranger
Debbie Wyatt, Environmental Education Coordinator*

**MONTEREY PENINSULA
REGIONAL PARK DISTRICT**

GOALS FOR YEARS 2016 – 2020

- 1. STEWARDSHIP OF PARKS AND OPEN SPACE THROUGH
LAND USE AND CONSERVATION PLANNING***
- 2. ENGAGING PEOPLE WITH NATURE***
- 3. ENHANCE MPRPD'S RELEVANCE TO OUR COMMUNITY
DISTRICT-WIDE***
- 4. COLLABORATIVE PARTNERSHIPS***
- 5. INVEST IN HUMAN CAPITAL***
- 6. MAINTAIN FISCAL SUSTAINABILITY***
- 7. REVIEW ITEMS CONSIDERED DURING STRATEGIC PLAN
PROCESS BUT MAY NOT BE COMPLETED IN NEXT FIVE
YEARS***



To: Honorable President and Members of the Board of Directors

From: Rafael Payan, PhD - General Manager

Date: May 2, 2016

Subject: Proposed Budget for FY2016-17

Budget Overview

Attached for your review is the Monterey Peninsula Regional Park District's proposed budget for FY2016-17. The proposed budget is a continued recognition of the slowly recovering economy affecting everyone in our District, the state and nation. As in prior fiscal years, the primary goals of staff in the development of this proposed budget is to fulfill the key services delivered by the District. Key responsibilities include the preservation of the District's natural resources while providing for the public's enjoyment of parks and open space. The budget presented to you is ostensibly status quo.

The total revenue projected for FY2016-17 is \$6,180,700. This represents a decrease of \$152,943 (2.4 percent) compared to FY2015-16 revenue forecasted at mid-year-\$6,333,643. The difference is in large part due to grant revenues received in FY2015-16 but not anticipated in FY2016-17.

The Parks, Open Space and Coastal Preservation Assessment District revenue is estimated to be \$1,207,200 in FY2016-17 as indicated in SCI Consulting Groups' Draft Engineer's Report. This reflects an increase of \$43,414 more than FY2015-16's budgeted year end estimate of \$1,163,786, taking into consideration the 3% CPI increase.

The General Fund expenditures proposed for FY2016-17 are \$5,386,705. This represents a \$418,481 increase (8.4percent) above FY2015-16 year-end budget estimate of \$4,968,224 and \$413,205 more than estimated revenues. The increase is attributed to expenditures for the potential Board seat(s) and community facilities district elections. Staff proposes to cover these excess expenses by using funds from the District's reserves.

The District's proposed FY2016-17 Parks, Open Space and Coastal Preservation Assessment District Fund expenditures total \$1,453,000, which is \$245,800 more than anticipated revenues for the same year. This sum includes \$1,128,000 in new expenditures for FY2016-17, in addition to funds carried over from FY 2015-16 representing \$460,000 for Garland Ranch Regional Park and Joyce Stevens Monterey Pine Forest Preserve Improvements and Land Acquisitions and improvements. Staff also proposes to cover these excess expenditures by using funds from District reserves.

Reserve Funds

As of March, 31, 2016, the balance in the Seawall Mitigation Fee account was \$2,323,427. Funds in this account are restricted for purchasing coastal dune property in the southern Monterey Bay area. These funds must be used within 10 years (by March 2021).

At the March 10, 2014 MPRPD Board of Directors Meeting, the Board unanimously approved the General Fund Reserve (Unassigned) Fund Balance Policy (Reserve Policy). The target goal of this policy is to secure six months of operating expenses, adjusted annually according to the projected annual expenditures – estimated to be \$3,419,853 for FY2016-17; 100 percent of accumulated depreciation – \$1,009,213 as of June 30, 2015; and \$1 million for unanticipated expenses. In accordance with this policy, the District would need to maintain at least \$5,429,066 unassigned for this 2016-17 fiscal year.

Also approved during discussions about the Reserve Policy and corresponding resolution, was for the District to maintain (Assigned) an amount equal to the annual amount required to satisfy the acquisition of the Sherar property. The amount assigned for this purpose at June 30, 2016 will be \$900,000.

Combined, the District's Restricted, Unassigned and Assigned reserves total, \$8,652,493.

Additionally, and as discussed above, staff proposes to cover the expenditure overages for FY2016-17, totaling \$659,005 by using funds from the District's reserves.

Revenue Summary

The proposed total revenue for FY2016-17 is \$6,180,700, representing a \$152,943 decrease (2.4 percent) compared to the FY2015-16 year-end budget estimate of \$6,333,643. The largest contributing factor to this revenue decrease is attributable to decreased grant revenues. The table below is a summary of budgeted and/or estimated revenue sources for FY2015-16 and FY2016-17.

Revenue Source	FY2015-16 Amended Budget	FY2015-16 Mid-Year Estimate	FY2016-17 Proposed
Property Tax	3,277,200	3,277,200	3,375,500
Interest Income	40,000	40,000	50,000
Environ. Ed. Fees	10,000	4,500	5,000
Rental Income	38,000	33,000	33,000
Other Revenue	10,000	265,200	10,000
Grants Revenue	1,549,957	1,549,957	1,500,000
Assessment District	1,163,786	1,163,786	1,207,200
Total	6,088,943	6,333,643	6,180,700

Property Tax revenue is projected to increase by \$98,300 (3 percent) between the FY2015-16 estimate and the proposed FY2016-17 budget. Economic growth is forecasted to be slow but positive, reflecting this range.

Interest income for FY2016-17 is anticipated to be moderately improved from the prior year and year-end earnings showed a slight uptick.

The total grant revenue for FY2016-17 is projected to be \$1,500,000, which is used for the annual note for the Joyce Stevens Monterey Pine Forest Preserve acquisition.

Environmental Education program fees are expected to continue their downward trend, primarily due to the provision of “no-cost” programming and the elimination of District-offered science camps. Rental income is expected to be unchanged from the prior year-end estimate. Projected revenues derived from these two sources total \$5,000 and \$33,000 respectively for FY2016-17. Other revenue includes administrative fees, refunds, donations, and other miscellaneous sources.

The Assessment District revenue includes the property assessments collected from the Parks, Open Space and Coastal Preservation Assessment District. The projected assessment revenue totals \$1,207,200 for FY2016-17, an increase of \$43,414 (3.7 percent) above FY2015-16’s budgeted year end estimate of \$1,163,786.

Expenditure Summary

The proposed expenditures for FY2016-17 are \$6,839,705, translating to a projected increase in overall expenditures of \$601,481 (9.6 percent) when compared to the FY2015-16 mid-year estimate. **The primary factor leading to the proposed imbalance is necessary expenditures for the potential Board seats (2) and community facilities district elections to be held in November 2016,** along with carrying over of items from the AD not completed in the prior fiscal year. Staff proposes to cover the expenditures overage (\$659,005) by using funds from the District’s reserves.

Following is a summary of expenditures for the current year and proposed for FY2016-17:

Expenditure Division/Account	FY2015-16 Amended Budget	FY2015-16 Mid-Year Estimate	FY2016-17 Proposed
Administration	1,157,672	1,370,872	1,759,405
Operations & Maintenance	1,047,285	1,028,085	1,156,850
Environ. Ed. / Community Outreach	511,898	476,598	440,300
Capital Projects	0	0	0
Planning & Conservation	2,299,569	2,092,669	2,030,150
Assessment District	1,555,000	1,270,000	1,453,000
Total	6,571,424	6,238,224	6,839,705

The proposed FY2016-17 **Administration** budget of \$1,759,405 is an increase of \$388,533 over the FY2015-16 year-end budgeted amount of \$1,370,872, primarily attributed to the required funding for potential elections for two Director seats and the community facilities district. The Administration budget, along with all other divisions, also includes a 3.2% Cost of Living Adjustment (COLA) for District staff based on the 2015 San Francisco Area Consumer Price Index.

The proposed **Operations & Maintenance** program budget for FY2016-17 budget is \$1,156,850, an increase of \$128,765 over the prior year's year-end budgeted amount of \$1,028,085. This increase is attributed to the redistribution of the General Manager's salary and benefits to include the O&M division, where previously budgeted in the other 3 divisions.

The **Environmental Education/Community Outreach** programs' proposed budget for FY2016-17 is \$440,300, a reduction of \$36,298 when compared to the prior fiscal year's year-end budget amount of \$476,598. The reduction is attributed to the decrease in funding for seasonal/contract services.

The proposed **Planning & Conservation** budget for FY2016-17 is \$2,030,150, \$62,519 less than the \$2,092,669 year-end budget for FY2015-16. The decrease is primarily due to reduced funding for various division projects.

The **Capital Projects** budget for FY2016-17 is not funded. As previously noted, we continue to budget annually for vehicle depreciation and in the reserve fund, monies are set aside for accumulated depreciation. Additionally, some capital projects are recommended for funding through the assessment district budget.

The table below summarizes the proposed FY2016-17 expenditures for the **Parks, Open Space and Coastal Preservation Assessment District**. The proposed total amount is \$1,453,000. This sum includes \$1,128,000 in new expenditures for FY2016-17, in addition to funds carried over from FY 2015-16 representing \$460,000 for Garland Ranch and Joyce Stevens Monterey Pine Forest Preserve Improvements and Land Acquisitions and improvements. This aggregated amount represents an increase of \$183,000 as compared with the prior year's \$1,270,000 year-end estimate.

The proposed expenditures were reviewed by the Assessment District Citizens Oversight Committee (ADCOC) in April 2016 and found to be consistent with the established guidelines of the Assessment District. NOTE: The Vehicle Acquisition item budgeted in FY2016-17 was initially reported to the ADCOC as an anticipated expenditure for FY2015-16 (as approved by the Board at mid-year) but due to a timing issue, the amount was changed (from \$175,000 to \$135,000, based on bids) and re-budgeted for the coming FY, subsequent to said meeting. The ADCOC did, however, find that this anticipated expenditure as presented for FY2015-16 was an appropriate use of funds.

Assess. District Project	Scope	FY2016-17 Proposed
Seasonal/Contract Services	Gabilan/Labor Ready/ACE	30,000
Professional Services	Assess. Dist. Engineering Svcs.	25,000
Garland Park Improvements	RS/Mtg. Rm. Improve., KR Storage	25,000
Mill Creek Improvements	Structural & Water Improvements	65,000
Equipment/Capital Outlay	ATV, Fork Attachment for CAT	15,000
Vehicle Acquisitions	Pickup Trucks (4)	135,000
Palo Corona Improvements	Hay Barn, Corona Cabin, SBB, etc.	120,000
Community/Neighborhood Parks	Community Grants, Bus. Transport.	155,000
Cachagua Community Center	Playground, Water System	13,000
Trail Construction/Rehabilitation	Trail Construction/Repair	20,000
Land Acquisition/Improvements	Acquisitions & Improvements	460,000
Sherar Property Payment	Annual Lease-Option Payment	60,000
Parks Security Systems	Security Enhancements	5,000
Sub-Total (FY2016-17 Funds)		1,128,000
Garland Park Imp. (FY15-16)	VC Interpretive Panels	50,000
Joyce Stevens Imp. (FY15-16)	Infrastructure Improvements	35,000
Land Acquis./ Imp. (FY 15-16)	Acquisitions & Improvements	240,000
Total (FY2015-16 and FY2016-17)		1,453,000

**MONTEREY PENINSULA REGIONAL PARK DISTRICT
RESOLUTION #2016-08
May 2, 2016**

**A RESOLUTION ADOPTING THE BUDGET OF THE MONTEREY PENINSULA
REGIONAL PARK DISTRICT FOR FY2016-17**

WHEREAS, the proposed budget of the MONTEREY PENINSULA REGIONAL PARK DISTRICT for the FY2016-17 was prepared by the General Manager and reviewed by the Board's Finance Committee; and

WHEREAS, the proposed budget was subsequently submitted to the Board of Directors at its meeting of May 2, 2016; and

WHEREAS, the Board of Directors reviewed the proposed budget and thereafter caused a public hearing to be held concerning said budget;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA REGIONAL PARK DISTRICT that the Proposed Budget for FY2016-17 is hereby approved as the adopted budget of the MONTEREY PENINSULA REGIONAL PARK DISTRICT in the amount of \$6,180,700 for revenues and \$6,839,705 for expenditures (or as amended by the Board). A copy of said budget is on file at the District's Administrative Offices at 60 Garden Court, Suite 325, Monterey, California, 93940 and is hereby referred to for further information.

BE IT FURTHER RESOLVED THAT monies may be transferred from one expenditure account to another with the approval of the District General Manager, except that monies may not be transferred from fund balance or other reserve accounts without approval of the Board of Directors.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the MONTEREY PENINSULA REGIONAL PARK DISTRICT at Del Rey Oaks, California, this 2nd day of May 2016, by the following vote:

AYES: Directors

NOES: Directors

ATTEST:

Kelly Sorenson, President

Shane Anderson, Secretary/Treasurer

**Monterey Peninsula
Regional Park District**

Revenues, Expenditures & Fund Balance

Fund Balance 07/01/15	\$11,525,214
 <u>FY 2015-16</u>	
Estimated Revenues	6,333,643
Estimated Expenditures	<u>6,238,224</u>
 Estimated Fund Balance 6/30/16	 11,620,633
 <u>FY 2016-17</u>	
Projected Revenues	6,180,700
Projected Expenditures	6,839,705
 Projected Fund Balance 6/30/17¹	 <u><u>\$10,961,628</u></u>

This schedule includes the General Fund and Assessment District with combined projected revenues of \$6,180,700 and \$6,839,705 in expenditures.

¹Per the March 2014 Reserve Policy, the Ocean Harbor House seawall mitigation fee - approximately \$2.3M is set aside in a Restricted fund for the acquisition of coastal dune property and must be used by March 2021.

In addition to the Restricted fund, the Reserve Policy calls for maintaining an Unassigned fund balance target goal of: 50% of annual operating budget (\$3,419,853 for FY2016-17); 100% of accumulated depreciation (\$1,009,213 as of 6/30/15) and \$1,000,000 for emergencies or unanticipated expenses, plus funds Assigned for the Sherar property acquisition (\$900,000 as of 6/30/16).

Per the Reserve Policy, the amount that should remain in reserves for FY2016-17 is \$6,329,066. Restricted funds - \$2.3M must also be available.

**Monterey Peninsula
Regional Park District**

**Revenue Summary
FY2013-14 thru FY2016-17**

Description	2013-14 Actual	2014-15 Actual	2015-16 Budget	2015-16 Estimate	2016-17 Proposed
<u>General Fund</u>					
Property Tax	3,197,620	3,253,592	3,277,200	3,277,200	3,375,500
Interest Income	83,355	45,615	40,000	40,000	50,000
Rental Income	38,869	31,508	38,000	33,000	33,000
Environ. Ed. Program Fees	32,955	13,518	10,000	4,500	5,000
Other Revenue	91,939	74,405	10,000	265,200	10,000
General Fund Totals	3,444,738	3,418,639	3,375,200	3,619,900	3,473,500
Grants:					
Proposition 117	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Other Grants	14,705	550,000	49,957	49,957	0
Grant Totals	1,514,705	2,050,000	1,549,957	1,549,957	1,500,000
Total General Fund & Grants	4,959,443	5,468,639	4,925,157	5,169,857	4,973,500
Assessment District	1,095,396	1,130,794	1,163,786	1,163,786	1,207,200
TOTAL REVENUE	6,054,839	6,599,433	6,088,943	6,333,643	6,180,700

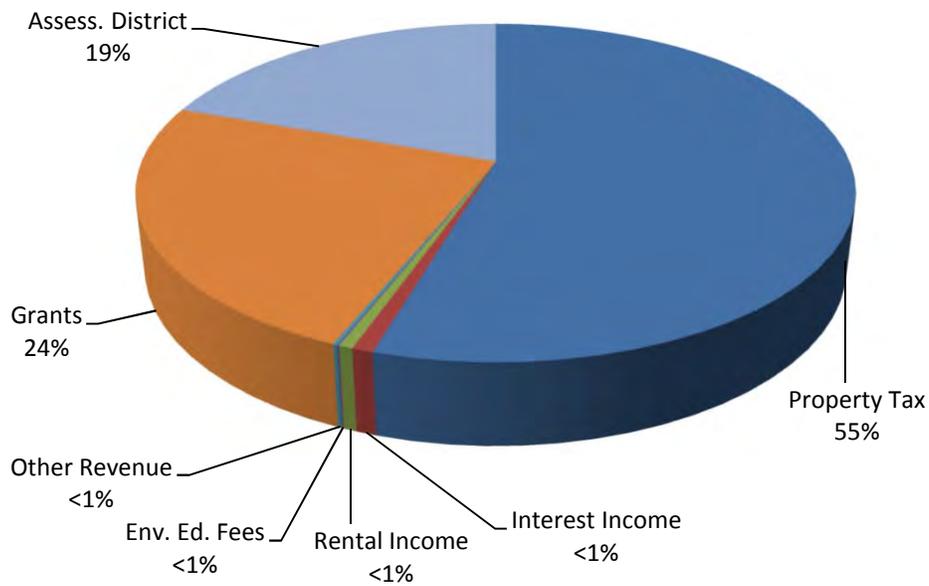
Property tax revenue in FY2015-16 is estimated to meet the adjusted budgeted amount. For FY2016-17, we are projecting a 3% increase in property tax revenue. Interest income is projected to remain low but slightly increase to \$50,000.

Prop. 117 Grant funds (\$1,500,000) will continue to fund the Joyce Stevens Monterey Pine Forest Preserve acquisition.

The FY2016-17 projected Assessment District revenues are slightly above the FY2015-16 adjusted estimate.

Monterey Peninsula Regional Park District

Summary of Revenues FY2016-17



Total FY2016-17 Revenues: \$6,180,700

Property Tax	3,375,500
Interest Income	50,000
Rental Income	33,000
Env. Ed. Fees	5,000
Other Revenue	10,000
Grants	1,500,000
Assess. District	1,207,200
Total	6,180,700

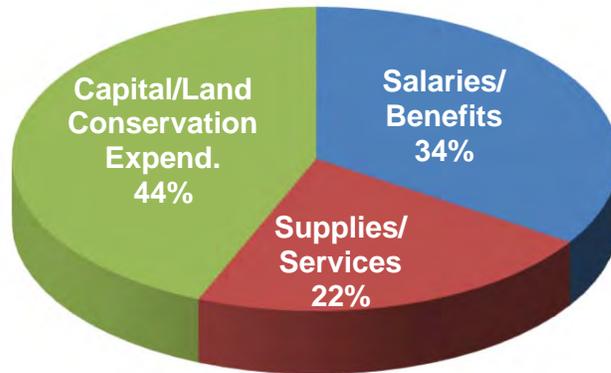
**Monterey Peninsula
Regional Park District**

**Summary of Expenditures by Type
FY2016-17**

	Personnel Expend.	Services/ Supplies	Capital Expend.	TOTALS
Administration	755,800	1,003,500	105	1,759,405
Operation & Maintenance	921,200	157,450	78,200	1,156,850
Env. Education/Comm. Outreach	331,900	101,900	6,500	440,300
Planning & Conservation	301,900	223,550	1,504,700	2,030,150
Capital Projects	0	0	0	0
General Fund Totals	2,310,800	1,486,400	1,589,505	5,386,705
Assessment District	30,000	25,000	1,398,000	1,453,000
TOTALS	2,340,800	1,511,400	2,987,505	6,839,705

**Monterey Peninsula
Regional Park District**

**Summary of Expenditures
by Type
FY2016-17**

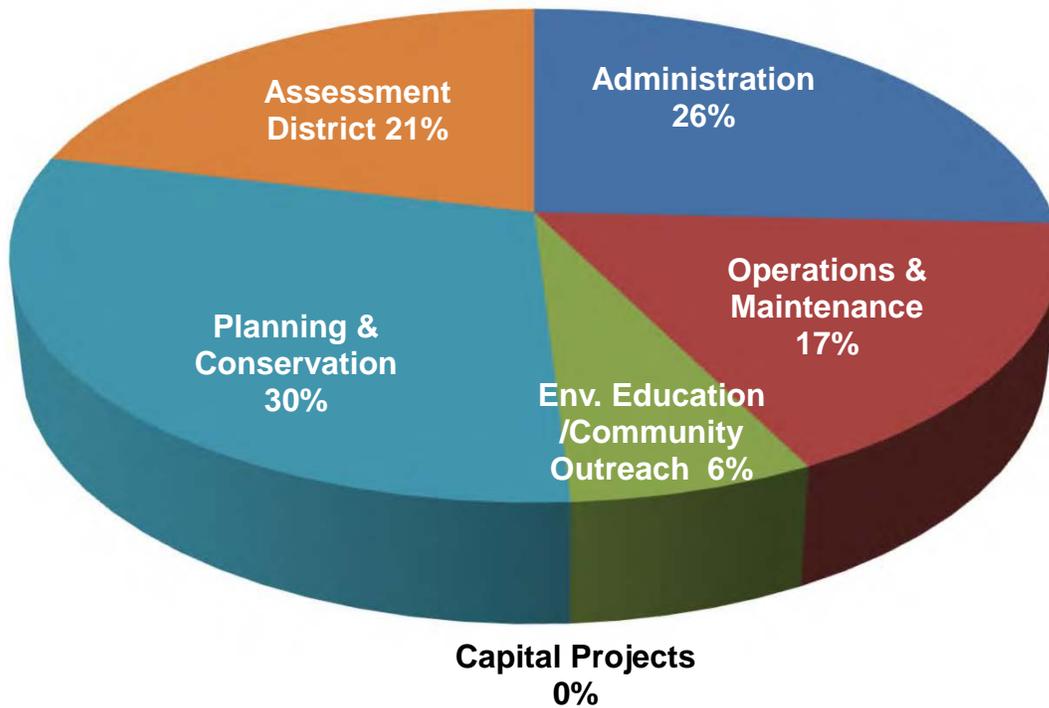


Total FY2016-17 Expenditures: \$6,839,705

Salaries/Benefits	2,340,800
Supplies/Services	1,511,400
Capital/Land Conservation	2,987,505
Total	6,839,705

Monterey Peninsula Regional Park District

Summary of Expenditures by Program FY2016-17



Total FY2016-17 Expenditures: \$6,839,705

Administration	1,759,405
Operations & Maintenance	1,156,850
Env. Ed./Community Outreach	440,300
Capital Projects	0
Planning & Conservation	2,030,150
Assessment District	1,453,000
Total	6,839,705

Monterey Peninsula Regional Park District

Expenditure Summary FY2013-14 thru FY2016-17

	2013-14 Actual	2014-15 Actual	2015-16 Budget	2015-16 Estimate	2016-17 Proposed
Administration	878,540	1,201,392	1,157,672	1,370,872	1,759,405
Operations & Maintenance	924,291	858,776	1,047,285	1,028,085	1,156,850
Environmental Ed./ Comm. Outreach	609,113	522,924	511,898	476,598	440,300
Capital Projects	91,000	0	0	0	0
Planning & Conservation	490,366	2,354,948	2,299,569	2,092,669	2,030,150
General Fund Total	2,993,309	4,938,039	5,016,424	4,968,224	5,386,705
Assessment District	1,055,553	517,120	1,555,000	1,270,000	1,453,000
District Totals	4,048,863	5,455,159	6,571,424	6,238,224	6,839,705

Proposed General Fund (GF) expenditures for FY2016-17 are \$418,481 more than the FY2015-16 year-end estimate, primarily due to the potential upcoming Board seats (2) and community facilities district elections. No new major projects are planned in the GF but the figures do include a 3.2% COLA for employees. No capital projects are included in the budget, although funding for annual depreciation continues to be allocated by Division.

Proposed Assessment District (AD) expenditures for FY2016-17 are \$183,000 more than the FY2015-16 year-end estimate and include carryover of \$325,000 for unfinished projects and improvements. No new major projects are planned in this budget year but the AD figures do include significant funding (\$700,000) for potential land acquisitions/improvements.

Monterey Peninsula Regional Park District

Staffing Summary

Full-time Equivalents

	2013-14 Actual	2014-15 Actual	2015-16 Actual	2016-17 Proposed
Administration:				
General Manager	0.50	0.50	0.50	0.25
Finance Manager	1.00	1.00	1.00	1.00
Administrative Services Manager	1.00	1.00	1.00	1.00
Administrative Assistant (2 P/T Contract)	0.00	0.50	1.00	1.00
Group Totals	2.50	3.00	3.50	3.25
Operation & Maintenance:				
General Manager	0.00	0.00	0.00	0.25
Supervising Ranger	0.00	1.00	1.00	1.00
Ranger	7.00	6.00	5.00	5.00
Ranger (Contract)	0.00	0.00	1.00	1.00
Group Totals	7.00	7.00	7.00	7.25
Environmental Education/Community Outreach				
General Manager	0.25	0.25	0.25	0.25
Environmental Education Supervisor	1.00	1.00	1.00	1.00
Env. Education Coordinator (Programs)	1.00	1.00	0.00	0.00
Env. Education Coordinator (Volunteers)	1.00	1.00	1.00	1.00
Environmental Ed. Specialist	0.50	0.00	0.00	0.00
Group Totals	3.75	3.25	2.25	2.25
Planning & Conservation				
General Manager	0.25	0.25	0.25	0.25
Planning & Conservation Manager	1.00	1.00	1.00	1.00
Group Totals	1.25	1.25	1.25	1.25
District Totals	14.50	14.50	14.00	14.00

**Monterey Peninsula
Regional Park District**

**Long Term Debt Summary
FY2016-17**

	2016-17 Payment	Principal Balance at 6/30/16
Joyce Stevens MPFP Acquisition	1,500,000	3,950,000
Totals	1,500,000	3,950,000

ADMINISTRATION

PROGRAM DESCRIPTION

This program is responsible for a variety of administrative functions including personnel, risk management, safety, finance, payroll, investments, purchasing, contract management, special projects, media and government relations, budgeting, information technology, public records and management, Board of Directors liaison and support, elections, public reception and review and processing of documents, correspondence and reports.

FISCAL YEAR 2015-16 ACCOMPLISHMENTS

1. Continued "Best Management Practice" efforts by utilizing contract services for staff training, special projects, legal services, surveys and appraisals (ongoing)
2. Engaged collaboratively on programs of mutual interest and public benefit with key partners including Lobos Corona Parklands Project coalition, Ventana Wildlife Society, Cities of Monterey, Del Rey Oaks, Marina and Seaside; Cal State University-Monterey Bay, Big Sur Land Trust, County of Monterey and other organizations (ongoing)
3. Worked collaboratively with the Assessment District Citizens Oversight Committee to review Assessment District-funded projects from previous year, provide status update on current year programs, review and recommended recipients of current year community grants program, and reviewed and recommended the FY 2016-17 Assessment District proposed budget to the MPRPD Board of Directors (April 2016)
4. Successfully completed the annual independent financial audit of the District (January 2016)
5. Monitored permit operations for all District parks requiring limited public access (ongoing)
6. Continued to monitor pilot multiday permit program for residents adjacent to limited access parks (ongoing)
7. Coordinated District's Human Resources programs including employee recruitment and staff training (ongoing)
8. Revised and/or created various Board, personnel and financial policies, per strategic plan (ongoing)
9. Continued process to replace benefit assessment with community facilities district funding (ongoing)
10. Completed District Strategic Plan (December 2015)
11. Maintained Other Postemployment Benefit (OPEB) prefunding levels at 100 percent (ongoing)

FISCAL YEAR 2016-17 GOALS

1. Complete requirements for Special District Leadership Foundation Transparency Certificate (September 2016)
2. Continue best management practices by utilizing contract services and community volunteers for special projects and programs as needed (ongoing)
3. Issue and monitor permits for public access to Palo Corona Regional Park, Kahn Ranch, and Mill Creek Redwood Preserve (ongoing)

ADMINISTRATION

4. Continue to work collaboratively with the Assessment District Citizens Oversight Committee to administer assessment district community grant program (ongoing)
5. Continue increasing outreach efforts to agencies and organizations for the community grant program (ongoing)
6. Continue efforts to establish community facilities district (November 2016)
7. Continue to expand partnerships and meaningful collaboration with all other park and open space districts in California (ongoing)
8. Continue revising and/or creating various Board, personnel and financial policies (ongoing)
9. Complete general development plan for Palo Corona Regional Park (June 2017)
10. Continue efforts toward improved public access to Palo Corona Regional Park (ongoing)
11. Continue to explore efforts for joint management of other public properties (ongoing)
12. Maintain participation in the Lobos-Corona Parklands Project coalition (ongoing)
13. Continue to pursue property or building for Administrative office space (ongoing)
14. Explore opportunities for enhanced revenue stream (June 2017)
15. Develop personnel succession plan (June 2017)

**ADMINISTRATION
FY2013-14 thru FY2016-17
EXPENDITURES**

	ACCT CODE	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 BUDGET	2015-16 ESTIMATE	2016-17 PROPOSED
PERSONNEL:						
Board Compensation	6100	6,100	6,700	7,000	7,000	7,000
Salaries - Full-time	6102	298,340	306,723	330,200	330,200	310,500
Salaries - Part-time	6103	0	20,477	22,000	16,000	38,300
Seasonal/Contract Services	6104	42,855	29,986	30,000	30,000	0
Job Training & Education	6106	2,740	4,614	5,000	5,000	5,000
Employee Benefits	6107	154,688	129,982	355,867	355,867	370,000
Payroll Tax/Personnel	6109	16,594	18,381	25,000	25,000	25,000
TOTAL PERSONNEL		521,317	516,862	775,067	769,067	755,800
SERVICES & SUPPLIES:						
Insurance	6112	102,035	342,913	111,400	111,400	101,000
Postage	6113	1,051	1,387	5,000	8,500	15,000
Office Supplies	6114	4,868	6,003	6,500	6,500	7,000
Printing	6120	25	3	5,000	18,300	20,000
Legal Notice	6122	4,001	4,156	6,000	6,000	8,000
Publications and Memberships	6124	9,838	10,595	12,000	12,000	13,000
Advertising	6126	0	0	0	31,800	10,000
Travel, Conference & Meetings	6130	5,754	2,213	10,000	10,000	10,000
Computer Maintenance/Supplies	6134	8,722	7,479	8,700	12,000	15,600
Equipment Maintenance	6136	139	90	500	500	500
Equipment Rental/Leases	6137	5,472	6,966	5,500	5,500	7,900
Vehicle Maintenance & Fuel	6138	720	573	1,000	1,000	1,200
Office Lease	6140	59,695	62,083	74,500	74,500	78,300
Bank Service Charges	6141	123	270	300	300	300
Utilities	6142	17,759	18,352	18,000	18,000	18,000
Elections	6147	0	32,595	0	0	500,000
Taxes/assessments	6148	2,063	(1,278)	2,000	3,400	4,000
Professional/Spec. Serv./Permits	6149	119,835	187,631	116,100	282,000	193,700
TOTAL SERVICE/SUPPLY		342,099	682,030	382,500	601,700	1,003,500
CAPITAL OUTLAY:						
Equipment	6160	15,124	0	0	0	0
Depreciation Expense	6161	0	2,500	105	105	105
TOTAL CAPITAL OUTLAY		15,124	2,500	105	105	105
PROGRAM TOTAL		878,540	1,201,392	1,157,672	1,370,872	1,759,405

**ADMINISTRATION
FY2016-17
LINE ITEM DETAIL**

ACCT. #	DESCRIPTION	APPLICATION	BASIS	PROPOSED
6100	Board Compensation	12 months Regular & Special Board/Committee meetings	B	\$7,000
6102	Salaries/Full-Time	General Manager (25%) Finance Manager Administrative Services Manager	A	\$310,500
6103	Salaries/Part-Time	Admin. Asst. (2)	A	\$38,300
6106	Job Training & Education	Board/Admin. training, All-Staff Team building, National training	A	\$5,000
6107	Employee Benefits	Retirement (Division & Lump Sum), Health, Disability, Vision, Dental, Medicare, Retiree Medical	A	\$370,000
6109	Payroll Tax/Personnel	Federal, State payroll taxes	A	\$25,000
6112	Insurance	Workers Compensation General Liability, Property, Crime	B, C	\$101,000
6113	Postage	Individual, Large mailings and Misc. mail	B	\$15,000
6114	Supplies	General office and Administrative supplies	B	\$7,000
6120	Printing	Copies, Brochures, Maps, Enlargements	A	\$20,000
6122	Legal Notice	Newspaper and Legal notices	B	\$8,000
6124	Publications & Memberships	Special District, Parks & Rec., Chamber memberships, Govt., HR Acctg./Finance publications	A	\$13,000
6126	Advertising	Misc. Advertising	A	\$10,000
6130	Conference & Travel	CSMFO, CJPIA LCW, etc. conferences	A	\$10,000

6134	Computer Maint. & Supply	IT Services., Offsite backup Website Maintenance Timekeeping, Printer, Ink, etc.	B	\$15,600
6136	Equipment Maintenance	Copier, Fax, Typewriter, Misc. Office equip.	B	\$500
6137	Equipment Rental	Copier machine, Postage machine, Security equipment	C	\$7,900
6138	Vehicle Maintenance/fuel	Vehicle Maintenance/Fuel costs (1)	B	\$1,200
6140	Office Lease	Administrative office lease	C	\$78,300
6141	Bank Service Charges	Banking fees	A	\$300
6142	Utilities	Share of Office Utility Expenses	B	\$18,000
6147	Elections	Potential Board and CFD Elections	A	\$500,000
6148	Taxes/assessments	Property assessments & fees	A	\$4,000
6149	Professional/Special Serv./ Permits	Legal Counsel, Audit, LAFCO fees, CPA, Salary/Benefits Survey, Other	B, C	\$193,700
6161	Depreciation Expense	Annual Replacement Fund	A	\$105
TOTAL				\$1,759,405

BASIS FOR ESTIMATES:

- A - Based on known & estimated costs
- B - Based on prior experience
- C - Based on formula, schedule, or agreement

OPERATIONS & MAINTENANCE

PROGRAM DESCRIPTION

The Operations and Maintenance (O&M) program is responsible for the maintenance and operational aspects of all public facilities including all parks, open spaces, trails and buildings. This program is also responsible for Americans with Disabilities Act (ADA) assessment and implementation plans.

FISCAL YEAR 2015-2016 ACCOMPLISHMENTS

Cachagua Community Park

1. Provided direction and assistance to Cachagua Board as needed (ongoing)
2. Continued structural assessment and repairs (ongoing)

Frog Pond Wetland Preserve

1. Reconstructed interlocking staircase (February 2016)
2. Maintained public access and resource management projects, including drainage canal clearing and weed abatement (November 2015)

Garland Ranch Regional Park

1. Reconstructed Siesta Point Trail rock/wood retaining steps (December 2015)
2. Completed Visitor Center User Manual and Emergency placard (March 2016)
3. Completed Ranger Station interior and electrical improvements (October 2015)
4. Ranger Station Parking area and Packing Shed improvements (May 2016)
5. De Dampierre ball field structure improvements (March 2016)
6. Completed general facility maintenance and improvements as needed (ongoing)
7. Assisted with Visitor Center Garden/Arboretum maintenance (ongoing)
8. Completed trail rehabilitation projects (ongoing)
9. Continued standardized sign program (ongoing)
10. Monitored Kahn Ranch access permits (ongoing)
11. Applied best resource management practices (ongoing)

Eolian Dunes Preserve, Marina Dunes Preserve, and Roberts' Lake

1. Maintained public access; assisted in dunes restoration and dunes planting projects (ongoing)

Mill Creek Redwood Preserve

1. Maintained public access (ongoing)
2. Monitor access permits (ongoing)

Palo Corona Regional Park

1. Completed Vegetative Screen at Fish Residence (November 2015)
2. Continued support of the Cattle Grazing Program (ongoing)
3. Continued fallen tree removal and trail/road assessment and repairs (ongoing)
4. Monitored vehicle and access permits (ongoing)

OPERATIONS & MAINTENANCE

FISCAL YEAR 2016-2017 GOALS

Cachagua Community Park

1. Continue structural assessment and repairs (ongoing)
2. Provide direction and assistance to Board as needed (ongoing)

Frog Pond Wetland Preserve

1. Resurface elevated segment of trail (May 2017)
2. Maintain public access and resource management projects, including drainage canal clearing and weed abatement (November 2016)

Garland Ranch Regional Park

1. General facility maintenance and improvements as needed (ongoing)
2. Continue standardized sign program (ongoing)
3. Complete improvements to Ranger Station/Meeting Room parking (October 2016)
4. Continue Ranger Station ADA improvements (June 2017)
5. Complete trail construction/rehabilitation projects (ongoing)
6. Assist with Visitor Center Garden/Arboretum maintenance (ongoing)
7. Develop O&M volunteer program (June 2017)
8. Construct Kahn Ranch storage shed (May 2017)
9. Monitor Kahn Ranch access permits (ongoing)
10. Apply best resource management practices (ongoing)

Joyce Stevens Monterey Pine Forest Preserve

1. Inventory and assess existing trail system, buildings, and infrastructure (June 2017)

Eolian Dunes and Marina Dunes Preserve

1. Maintain public access (ongoing)
2. Assist in entrance improvements, dunes restoration and dunes planting projects (ongoing)

Mill Creek Redwood Preserve

1. Complete trail rehabilitation projects (ongoing)
2. Maintain public access (ongoing)
3. Monitor access permits (ongoing)

Palo Corona Regional Park

1. Continue fallen tree removal and trail/road assessment and repairs (ongoing)
2. Monitor vehicle and access permits (ongoing)
3. Parking lot and entrance road improvements (September 2017)

**OPERATIONS & MAINTENANCE
FY2013-14 thru FY2016-17
EXPENDITURES**

	ACCT CODE	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 BUDGET	2015-16 ESTIMATE	2016-17 PROPOSED
PERSONNEL:						
Salaries - Full-time	6202	477,404	393,550	504,000	504,000	571,800
Salaries - Part-time	6203	0	0	13,900	0	0
Seasonal/Contract Services	6204	19,332	12,735	10,000	10,000	10,000
Job Training & Education	6206	2,889	5,162	8,000	8,000	7,000
Employee Benefits	6207	298,776	240,840	291,300	285,000	328,900
Uniforms	6208	3,500	3,200	3,000	3,000	3,500
TOTAL PERSONNEL		801,901	655,487	830,200	810,000	921,200
SERVICES & SUPPLIES:						
Postage	6213	26	0	150	150	100
Supplies	6214	14,137	15,240	16,500	16,500	16,000
Tools	6216	4,466	1,289	1,500	3,000	3,000
Printing	6220	32	3,334	2,500	2,500	2,500
Publications and Memberships	6224	311	170	350	350	350
Advertising	6226	0	0	3,000	1,500	0
Conference & Travel	6230	0	1,891	3,000	3,000	5,000
Mileage Reimbursement	6232	0	49	0	0	0
Computer Maintenance/Supplies	6234	8,936	8,113	10,000	10,000	10,000
Equipment Maintenance	6236	6,458	6,032	12,000	12,000	10,000
Equipment Rental	6237	107	738	1,000	2,000	2,000
Vehicle Maintenance & Fuel	6238	18,148	13,262	18,500	18,500	20,000
Janitorial Supplies	6241	6,948	7,083	11,500	11,500	12,000
Utilities	6242	37,674	40,221	45,000	45,000	50,000
Building Repairs	6243	13,792	27,725	20,000	17,500	20,000
Natural Resource Maintenance	6245	1,794	0	2,500	5,000	4,500
Trail Maintenance	6247	405	131	2,000	2,000	2,000
Professional Services	6249	685	0	500	500	0
TOTAL SERVICE/SUPPLY		113,921	125,277	150,000	151,000	157,450
CAPITAL OUTLAY:						
Equipment	6260	1,237	2,288	2,000	2,000	2,000
Depreciation Expense	6262	0	69,000	57,585	57,585	66,700
Park Signs	6263	1,534	1,542	2,500	2,500	2,000
Parking Areas/Access Roads	6264	5,697	5,182	5,000	5,000	7,500
TOTAL CAPITAL OUTLAY		8,469	78,012	67,085	67,085	78,200
PROGRAM TOTAL		924,291	858,776	1,047,285	1,028,085	1,156,850

OPERATIONS & MAINTENANCE
FY2016-17
LINE ITEM DETAIL

ACCT. #	ACCOUNT	APPLICATION	BASIS	PROPOSED
6202	Salaries/Full-Time	General Manager (25%) Supervising Ranger Rangers (6)	A A	\$571,800
6204	Seasonal/Contract Staff	Trail Monitor - Mill Creek	A	\$10,000
6206	Job Training & Education	Ranger workshops/classes	A, C	\$7,000
6207	Employee Benefits	Retirement, Health, Disability, Vision, Dental, Medicare Retiree Medical	A	\$328,900
6208	Uniforms	Staff uniform allowance	C	\$3,500
6213	Postage	Misc. mailings	A	\$100
6214	Supplies	Misc. Hardware, Lumber, Office supplies, Safety equipment	A	\$16,000
6216	Tools	Chainsaw replacement, Power tools	A	\$3,000
6220	Printing	Park maps, misc.	A	\$2,500
6224	Publications & Memberships	Trade periodicals	A	\$350
6230	Conference & Travel	Professional conferences, training	A	\$5,000
6234	Computer Maint & Supplies	IT Services, Paper, Ink	A	\$10,000
6236	Equipment Maintenance	Pick-up trucks, Trailers, Off-road, etc.	A, B	\$10,000
6237	Equipment Rental	Roller, Log splitter, etc.	A	\$2,000
6238	Vehicle Maintenance/fuel	Pick-up trucks/Trailers, Off-road, etc. Service, Repairs, Fuel	A, B	\$20,000
6241	Janitorial Supplies	Cleaning, Paper supplies, MuttMitts	A	\$12,000
6242	Utilities	PG&E, Water, Telephones, Internet, Propane, Dumpster Portable toilet pumping	A, B	\$50,000
6243	Building/Facility Repairs	Misc. repairs Rental Property repairs	A A	\$20,000

6245	Natural Resource Maintenance	Erosion control, habitat restoration	A	\$4,500
6247	Trail Maintenance	General maint, seasonal repairs	A	\$2,000
6260	Equipment	Band saw, Nail gun	A	\$2,000
6262	Depreciation Expense	Annual Depreciation Fund	C	\$66,700
6263	Park Signs	District-wide standard signage	A	\$2,000
6264	Parking areas/access roads	Seasonal road & Parking lot repairs	A, B	\$7,500
		Corona Road annual fee	A	
		Special maintenance	A	
		Corona Road annual fee	A	
		Special maintenance	A	
TOTAL				\$1,156,850

BASIS FOR ESTIMATES

- A - Based on known & estimated costs
- B - Based on prior experience
- C - Based on formula, schedule, or agreement

ENVIRONMENTAL EDUCATION & COMMUNITY OUTREACH

PROGRAM DESCRIPTION

The Environmental Education and Community Outreach (EECO) Division is responsible for environmental education, natural and cultural resource interpretation, volunteer services, community events and public outreach. Environmental education focuses on partnerships and collaborative outdoor recreation activities, science-based programming, and weekday and weekend ecologically-based events. Park interpretation provides park visitors with self-guided and interactive, experiential-learning opportunities through visitor center experiences, interpretive panels, trail guides, brochures, exhibits, guided hikes and *Let's Go Outdoors!* activities. Volunteer Services offers interpretive program-trained Volunteer Naturalists. Operations and Habitat Maintenance Volunteers support the preservation, restoration, monitoring and protection of parks, open spaces and their resources. Community outreach and events cultivate positive relations with the public, community groups, civic organizations, local media and businesses.

FY 2015-16 ACCOMPLISHMENTS

EECO enhanced the quality of life in our community by supporting the Monterey Peninsula Regional Park District vision and mission and its strategic plan and goals.

1. MPRPD Volunteer Naturalists contributed over 5,000 hours as ambassadors, staffing the Garland Ranch Regional Park Visitor Center, leading *Let's Go Outdoors!* hikes and programs for diverse audiences of all ages, including seniors, hosting stewardship, restoration and garden work projects, assisting ranger staff on maintenance activities and as trail monitors, and educating students about conservation and resource management (March 2016).
2. Designed, fabricated and installed five interpretive signs at the Garland Ranch Regional Park native plant garden and arboretum (June 2016).
3. Received the 2015 NOAA California Bay Watershed Education and Training (B-WET) National grant to develop in-field programs that engage students in meaningful watershed experiences and provides teachers with professional development opportunities (August 2015).
4. Developed Watershed Explorers curriculum and hosted eight (8) school groups for a total of 218 students and 50 adults through the "Connecting Students to Their Local Watershed" education program for students grades K-8, and professional development opportunities for teachers in partnership with the Pacific Grove Museum of Natural History (April 2016).
5. Instituted an online intranet volunteer management database for MPRPD volunteers to provide enhanced communications, electronic access to scheduling, reporting and management (June 2016).
6. Enhanced the District's social media outreach by creating a post that reached over 10,000 people (January 2016).
7. Released two (2) *Let's Go Outdoors!* guides that included a new practice of offering all free programs. In-house staff designed and formatted the Spring/Summer 2016 *Let's Go Outdoors!* guide (May 2016).

ENVIRONMENTAL EDUCATION & COMMUNITY OUTREACH

8. Initiated a “Get Out, Get Healthy” component in the Spring/Summer 2016 *Let’s Go Outdoors!* guide that partners with the health services and medical community to use parks and open spaces as an integral part of a healthy lifestyle campaign (May 2016).
9. Developed two (2) new partnerships through the listing of programs in the *Community Happenings* section of the *Let’s Go Outdoors!* guide (June 2016).
10. Conducted 136 *Let’s Go Outdoors!* activities: seven (7) new programs; more than 50 school and public hikes; 12 senior programs; and, 12 restoration/planting days (May 2016).
11. Installed a seven-foot steelhead lifecycle diorama interpretive exhibit, fabricated by a local artist using leather as his medium, at the Garland Ranch Regional Park District Visitor Center (May 2016).
12. Presented “The San Clemente Dam Removal and Carmel River Reroute project: An Artist’s documentation” art exhibit by Paola Berthoin in the Garland Ranch Regional Park Visitor Center (December 2015).
13. Conducted workshops, meetings and field excursions for the subsequent development of the Palo Corona Regional Park (PCRP) Interpretive Master Plan in support of the PCRP General Development Plan (June 2016).
14. Received a National Park Service (NPS) Rivers, Trails, and Conservation Assistance Program grant for planning and technical consultation assistance for the development of the Palo Corona Regional Park (PCRP) Interpretive Master Plan (November 2015).
15. Received funding support from Monterey Peninsula Water Management District’s “Local Water Project Grant Program” to obtain and install two (2) rainwater harvesting tanks to provide an environmentally–friendly, high-quality water irrigation system for the native plant demonstration garden during the summer months and educational purposes focusing on water and resource conservation at the Garland Ranch Regional Park Visitor Center (June 2016).
16. Updated the MPRPD Education and Outreach “Activities and Hike” webpage to highlight both monthly hikes and events, and self-guided hikes with several of the more popular Garland Ranch Regional Park hikes. The self-guided hikes webpage include distance, approximate hiking time and elevation gain for each hike, as well as providing step-by-step directions, a map and important reminders (March 2016).

FY 2016-17 GOALS

1. Reach and serve underrepresented populations by working with a minimum of one (1) new collaborator, having a positive record of reaching underrepresented populations, and inviting them to expand their programs on MPRPD properties (June 2017).
2. Enhance K-12 student access to programs and open space by providing transportation grants to schools within MPRPD boundaries (April 2017).
3. Increase visitation to MPRPD properties, and increase number and variety of programs offered by providing access and use of MPRPD properties to a minimum of one new collaborator, allowing them to provide their activities, programs and events on District properties (June 2017).

ENVIRONMENTAL EDUCATION & COMMUNITY OUTREACH

4. Implement pilot District-wide inter-Divisional volunteer program by recruiting a minimum of ten (10) volunteers with skills in education and interpretation, maintenance, trades and construction, graphic art, information technology, marketing, communications, etc., to enhance public use of existing and new properties (June 2017).
5. Develop Interpretive Master Plan for Palo Corona Regional Park based on the stakeholder and public forums, meetings and findings of the Palo Corona Regional Park General Development Plan (Fall 2016).
6. Design and construct a minimum of two (2) permanent, multi-sensory exhibits at the Garland Ranch Regional Park Visitor Center (Summer 2017).
7. Provide access to MPRPD's properties, programs and activities to a diverse audience. Determine user preference and demand, and the most effective means to reach a diverse audience by soliciting public input and, based on findings, improving properties as appropriate for MPRPD (Summer 2017).
8. Maintain and enhance organization's communication between staff and volunteers through a minimum of six (6) volunteer scheduled meetings/enrichments, a minimum of four (4) volunteer newsletter updates and one (1) annual volunteer recognition event (June 2017).
9. Obtain a second year of funding from the NOAA California Bay Watershed Education and Training (B-WET) National grant to continue and expand the development of in-field programs that engage students in meaningful watershed experiences and provides teachers with professional development opportunities in partnership with the Pacific Grove Museum of Natural History (June 2017).

ENVIRONMENTAL EDUCATION / COMMUNITY OUTREACH
FY2013-14 thru FY2016-17
EXPENDITURES

	ACCT CODE	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 BUDGET	2015-16 ESTIMATE	2016-17 PROPOSED
PERSONNEL:						
Salaries - Full-time	6302	265,853	271,594	213,000	213,000	220,500
Salaries - Part-time	6303	4,535	0	0	0	0
Seasonal/Contract Services	6304	41,804	31,630	40,000	14,000	4,500
Job Training & Education	6306	1,543	912	1,500	1,500	2,000
Employee Benefits	6307	140,514	133,767	99,100	89,200	104,300
Uniforms	6308	600	600	300	300	600
TOTAL PERSONNEL		454,849	438,502	353,900	318,000	331,900
SERVICES & SUPPLIES:						
Insurance	6312	367	1,132	1,600	1,000	1,500
Postage	6313	20,570	20,795	21,500	21,500	21,500
Supplies	6314	1,926	1,608	1,200	1,200	1,200
Publications and Memberships	6316	169	30	400	400	400
Printing	6320	28,736	15,183	22,000	22,000	22,000
Advertising	6326	2,656	2,705	4,000	4,000	3,000
Travel, Conference & Meetings	6330	381	355	1,500	1,500	1,500
Mileage Reimbursement	6332	40	0	0	0	0
Computer Maintenance/Supplies	6334	4,579	4,678	5,500	5,500	5,500
Equipment Rental/Leases	6337	2,092	990	1,000	1,000	0
Vehicle Maintenance & Fuel	6338	1,434	2,315	2,000	2,000	2,000
Utilities	6342	5,210	5,251	8,800	10,000	8,800
Professional Services	6349	12,517	11,178	12,000	12,000	8,500
Interpretive Programs (Parks)	6350	6,332	2,029	9,000	9,000	15,000
Environ. Education (Schools)	6352	8,794	4,725	3,000	3,000	3,000
Special Events (Outreach)	6354	872	794	1,000	1,000	1,000
Docent/Volunteer Program	6356	4,064	3,962	5,500	5,500	7,000
BWET Grant	6363	0	0	49,957	49,957	0
TOTAL SERVICE/SUPPLY		100,739	77,731	149,957	150,557	101,900
CAPITAL OUTLAY:						
Depreciation Expense	6359	0	5,800	6,541	6,541	4,500
Equipment	6360	9,465	890	1,500	1,500	2,000
VC Garden/Arboretum	6362	44,061	0	0	0	0
TOTAL CAPITAL OUTLAY		53,525	6,690	8,041	8,041	6,500
PROGRAM TOTAL		609,113	522,924	511,898	476,598	440,300

**ENVIRONMENTAL EDUCATION / COMMUNITY OUTREACH
FY2016-17
LINE ITEM DETAIL**

ACCT. #	DESCRIPTION	APPLICATION	BASIS	PROPOSED
6302	Salaries/Full-Time	General Manager (25%) Environ. Education Supervisor Environ. Education Coordinator	A	\$220,500
6304	Contract Staff	Let's Go Outdoors (LGO) Instructors	A	\$4,500
6306	Job Training & Education	Training, workshops and classes	A	\$2,000
6307	Employee Benefits	Retirement, Health, Disability, Vision, Dental, Medicare Retiree Medical	A	\$104,300
6308	Uniforms	Staff Uniform Allowance	A	\$600
6312	Insurance	LGO Program and Special Events	A	\$1,500
6313	Postage	LGO Fall/Winter and Spring/Summer	B	\$21,500
6314	Environmental Supplies	Office Supplies	A	\$1,200
6316	Pub. & Memberships	CA Park & Rec. Society (CPRS), Nat. Assoc. of Interpreters (NAI), Park Rangers Assoc. of CA (PRAC)	A	\$400
6320	Printing	LGO Fall/Winter, Spring/Summer	A	\$22,000
6326	Advertising	LGO, Wildflower Show Educational Programs Volunteer Recruitment	A	\$3,000
6330	Conference & Travel	NAI, CPRS	A	\$1,500
6334	Computer Maint. / Supplies	Ink Cartridges, IT Services, Software	A, B	\$5,500
6338	Vehicle Maintenance/Fuel	Vehicle Maintenance/Fuel costs (3)	B	\$2,000
6342	Utilities	Share of Office Utility Expenses	A	\$8,800
6349	Professional Services	Rec1 Online Registration System Retriever/NPC, Authorize.net Volunteer Background Checks Instructor Background Checks GRRP-VC Indoor Exhibit Designer	A A	\$8,500
6350	Interpretive Program	Interpretive Exhibits-Repairs & Improvements GRRP-VC Exhibits/Indoor Panels PCRP Topo Map	A B B A	\$15,000

6352	Educational Program	Educational Supplies and Resources	B	\$3,000
6354	Special Events/Outreach	Supplies	B	\$1,000
		Community Events & Outreach	B	
		Service Clubs/Community	B	
		Group Meetings		
6356	Docent/Volunteer Program	Recognition Awards	B	\$7,000
		Annual Recognition Dinner, Supplies	B	
		Volunteer Naturalist Training	A	
		Intra-Divisional Volunteer	A	
		Program Supplies		
6359	Depreciation Expense	Annual Replacement Fund	A	\$4,500
6360	Equipment	Educational Equipment	A	\$2,000
		Binoculars		

TOTAL **\$440,300**

BASIS FOR ESTIMATES

- A - Based on known & estimated costs
- B - Based on prior experience
- C - Based on formula, schedule, or agreement

PLANNING & CONSERVATION MANAGEMENT

PROGRAM DESCRIPTION

Planning and conservation projects are designated annually to support the Park District's primary mission of protecting and preserving open space. In addition to direct land acquisition and conservation costs, this program budget includes the necessary expenses related to ongoing planning, permitting, real property negotiations and transactions, CEQA compliance, and partnership building. Conservation activities include field research, mapping, restoration, monitoring, species and habitat management, and environmental protections using best management practices and science-based strategies to long-term stewardship of the District's open space lands.

FISCAL YEAR 2015-16 ACCOMPLISHMENTS

1. Completed PCRP Parking Project (April 2016)
2. Continued Ongoing Interim PCRP Weed Treatments (April 2016)
3. Continued Ongoing Marina Dunes Preserve Restoration Project (April 2016)
4. Acquired Los Compadres Property (June 2016)
5. Resolved Water System Issues at Cachagua Community Park (June 2016)
6. Initiated PCRP General Development Plan Process (February 2016)
7. Obtained \$1,500,000 Prop. 117 Grant for JSMPFP Property Debt Service Payment (January 2016)
8. Administered PCRP Grazing Lease (ongoing)
9. Continue Ongoing PCRP SHA Monitoring (ongoing)
10. Completed Corona Cabin Site Clean-up (May 2016)

FISCAL YEAR 2016-17 GOALS

1. Continue Ongoing PCRP SHA Monitoring (June 2017)
2. Continue Ongoing MDP Restoration Project (June 2017)
3. Continue Ongoing PCRP Weed Treatments (June 2017)
4. Continue PCRP Grassland Plan Monitoring (June 2017)
5. Continue Long-Term Repair and Replacement of PCRP Fencing (June 2017)
6. Complete Smith's Blue Butterfly Assessment at GRRP (June 2017)
7. Obtain PCRP General Development Plan and County Permit (June 2017)
8. Obtain \$1.5M Prop. 117 Grant for Aguajito Property Debt Payment (December 2016)
9. Administer PCRP Grazing Lease (June 2017)
10. Complete GRRP Mesa Pond Endangered Species Restoration (November 2016)
11. Complete PCRP SHA Pond Enhancement Project (November 2016)
12. Complete Corona Cabin Rehabilitation (December 2016)
13. Obtain Contract for Cooper Barn Restoration (June 2017)
14. Complete PCRP Flint Cabin Demolition (June 2017)

**PLANNING & CONSERVATION
FY2013-14 thru FY2016-17
EXPENDITURES**

	ACCT CODE	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 BUDGET	2015-16 ESTIMATE	2016-17 PROPOSED
PERSONNEL:						
Salaries - Full-time	6502	169,710	176,919	182,700	182,700	189,300
Seasonal/Contract Services	6504	11,770	6,029	35,000	35,000	35,000
Job Training & Education	6506	250	1,272	2,000	2,000	2,000
Employee Benefits	6507	76,529	74,678	71,700	66,900	75,600
TOTAL PERSONNEL		258,259	258,898	291,400	286,600	301,900
SERVICES & SUPPLIES:						
Supplies	6514	859	650	1,500	1,500	2,000
Conference & Travel	6530	381	78	1,000	1,000	0
Computer Maint./Supplies	6534	1,506	1,654	2,000	2,400	1,500
Equipment Rental/Lease	6537	471	0	0	0	0
Vehicle Maintenance/fuel	6538	2,585	3,798	3,000	3,000	3,800
Utilities	6542	564	690	1,000	3,500	3,750
Resource Management - PCRCP	6545.1	126,960	0	125,000	125,000	80,000
Resource Mgmt. - Marina Dunes	6545.4	19,788	48,719	180,000	80,000	22,500
Resource Mgmt. - Frog Pond	6545.5	0	0	5,000	0	0
Resource Mgmt.-GRRP	6545.6	4,254	0	35,000	35,000	45,000
Professional Services	6549	74,579	23,216	150,000	50,000	65,000
TOTAL SERVICE/SUPPLY		231,947	78,805	503,500	301,400	223,550
CAPITAL OUTLAY:						
Land Acquisition	6550	160	2,012,545	1,500,000	1,500,000	1,500,000
Depreciation Expense	6561	0	4,700	4,669	4,669	4,700
TOTAL CAPITAL OUTLAY		160	2,017,245	1,504,669	1,504,669	1,504,700
PROGRAM TOTAL		490,366	2,354,948	2,299,569	2,092,669	2,030,150

PLANNING & CONSERVATION MANAGEMENT				
FY2016-17				
LINE ITEM DETAIL				

ACCT. #	DESCRIPTION	APPLICATION	BASIS	PROPOSED
6502	Salaries	General Manager (25%) Planning and Conservation Manager	A A	\$189,300
6504	Seasonal/Contract Staff	ACE: MDP Dune Restoration GCC: PCRPs fuels/demolition/brush redux Univ. Interns: PCRPs SHA Monitoring	B B B	\$35,000
6506	Job Training & Education	UC Davis Extension Land Use & Env. QAL License Herbicide Application Elkhorn Slough Coastal Training Prog	B B B	\$2,000
6507	Employee Benefits	Retirement, Health, Disability, Vision, Dental, Medicare Retiree Medical	A A A	\$75,600
6514	Supplies	Personal Protective Gear, Project Power & Hand Tools, Monitoring Equipment	B B	\$2,000
6534	Computer Maint./Supplies	IT Services, Ink, Paper, Repairs, Software	B	\$1,500
6538	Vehicle Maintenance/Fuel	Maintenance/Serviceing Fuel , Repairs, Cleaning/Washing	B B	\$3,800
6542	Utilities	Cell Phone, Shaw & Corona Rd. Assoc. Fees PCRPs River Field Well PGE	A A	\$3,750
6541.1	Res. Mgmt. - PCRPs	Grassland Plan Implementation Safe Harbor Agreement Implementation Weed Management Plan Implementation	B B B	\$80,000
6545.4	Res. Mgmt. - Marina Dunes	Habitat Restoration & Weed Trmt. (Grant funded) Fencing and Signage Maintenance	C C	\$22,500
6545.6	Res. Mgmt. - GRRP	Smith's Blue Butterfly and SHA Baseline Surveys assessments Mesa Pond Restoration	B B B	\$45,000
6549	Professional Services	GIS Services, Surveying, Appraisals	C, B	\$65,000
6550	Land Acquisition	JSMPFP Property Debt Pymt (Prop 117)	C	\$1,500,000
6561	Depreciation Expense	Annual Replacement Fund	C	\$4,700
TOTAL				\$2,030,150

BASIS FOR ESTIMATES

A - Based on known & estimated costs
 B - Based on prior experience
 C - Based on formula, schedule, or agreement

**CAPITAL PROJECTS
 FY2013-14 thru FY2016-17
 EXPENDITURES**

	ACCT CODE	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 BUDGET	2015-6 ESTIMATE	2016-17 PROPOSED
PROJECT						
Kahn Ranch	475	0	0	0	0	0
Depreciation Expense	999	91,000	0	0	0	0
PROGRAM TOTAL		91,000	0	0	0	0

**CAPITAL PROJECTS
FY2016-17
LINE ITEM DETAIL**

ACCT. #	ACCOUNT	APPLICATION	BASIS	PROPOSED
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TOTAL

\$0

BASIS FOR ESTIMATES:

- A - Based on known & estimated costs
- B - Based on prior experience
- C - Based on formula, schedule, or agreement

PARKS, OPEN SPACE AND COASTAL PRESERVATION ASSESSMENT DISTRICT

PROGRAM DESCRIPTION

The Parks, Open Space and Coastal Preservation Assessment District was approved by property owners in August 2004. It is funded by an annual property tax assessment of approximately \$25 per single family equivalent residential unit. The mission of the Assessment District is to provide funding for the maintenance and acquisition of parks, open space and coastal preservation within the Monterey Peninsula Regional Park District area.

FY 2015-16 ACCOMPLISHMENTS

1. Purchased materials to reconstruct trail features and make repairs to damaged areas (January 2016)
2. Utilized seasonal maintenance staff and volunteers to assist with operation and maintenance of all parks (August 2015)
3. Purchased new RTV and Dump Trailer for Operations & Maintenance (April 2016)
4. Completed Annual Weed Management and Control Treatments at Palo Corona Regional Park (June 2016)
5. Completed Construction of parking area at Palo Corona Regional Park (April 2016)
6. Began General Development Plan Process for Palo Corona Regional Park (December 2015)

FY 2016-17 GOALS

1. Construct ATV storage shed at Kahn Ranch (June 2017)
2. Purchase new ATV for Operations & Maintenance (July 2016)
3. Continue utilizing seasonal maintenance staff and volunteers to assist with operation and maintenance of all parks (January 2017)
4. Expand and surface Ranger Station parking lot (June 2017)
5. Complete Cooper Barn Re-Purposing Design Plans and Specifications (July 2017)
6. Complete Cachagua CP Water System Improvements and County Permit (July 2017)
7. Complete PCRCP Resource Protective Fencing Projects (July 2017)
8. Complete General Development Plan for Palo Corona Regional Park (June 2017)

**PARKS, OPEN SPACE & COASTAL PRESERVATION
ASSESSMENT DISTRICT
FY2013-14 thru FY2016-17
EXPENDITURES**

	ACCT CODE	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 BUDGET	2015-16 ESTIMATE	2016-17 PROPOSED
PROJECT						
Seasonal/Contract Services	6904	27,714	10,216	30,000	30,000	30,000
Professional Services	6949	20,902	22,487	300,000	200,000	25,000
Garland Park Improvements	6950	9,220	11,725	150,000	100,000	75,000
Mill Creek Improvements	6951	0	0	0	0	65,000
Joyce Stevens Improvements	6952	0	0	35,000	0	35,000
Equipment/Capital Outlay	6960	11,345	40,588	45,000	45,000	15,000
Vehicle Acquisition	6961	31,879	209,932	0	175,000	135,000
Palo Corona Improvements	6966	65,871	39,858	385,000	385,000	120,000
Locke-Paddon Improvements	6972	0	0	35,000	0	0
Community/Neighborhood Parks	6974	161,543	109,491	150,000	150,000	155,000
Cachagua Community Center	6975	0	0	5,000	5,000	13,000
Trail Construction/Rehabilitation	6976	2,020	3,619	20,000	20,000	20,000
GRRP Visitor Center Plan/Design	6978	559,815	0	0	0	0
Land Acquisition	6980	0	0	300,000	60,000	700,000
Isakson Property Acquisition	6985	70,872	0	0	0	0
Sherar Property Lease/Option Pmt.	6987	60,000	60,000	60,000	60,000	60,000
Invasive Weed Management	6990	33,946	0	35,000	35,000	0
Parks Security Systems	6991	427	9,205	5,000	5,000	5,000
PROGRAM TOTAL		1,055,553	517,120	1,555,000	1,270,000	1,453,000

PARKS, OPEN SPACE & COASTAL PRESERVATION ASSESSMENT DISTRICT
FY2016-17
LINE ITEM DETAIL

ACCT. #	ACCOUNT	APPLICATION	BASIS	PROPOSED
6904	Seasonal/Contract Services	Gabilan/Labor Ready/ACE	A	\$30,000
6949	Professional/Special Services	Engineer's Report/Services	A	\$25,000
6950	Garland Park Improvements	Ranger Station/Meeting Room Parking Kahn Ranch Storage Shed	A	\$25,000
6951	Mill Creek Improvements	Structural & Water Improvements	A	\$65,000
6960	Equipment/Capital Outlay	ATV, Fork attachment for CAT	A	\$15,000
6961	Vehicle Acquisition	Pickup Trucks (4)	A	\$135,000
6966	Palo Corona Improvements	Hay Barn, Corona Cabin Rebuild Ponds, SBB Study Plots, San Jose Mgt Unit Replacement	B B	\$120,000
6974	Community/Neighborhood Parks	MPRPD Community Grant program Transportation Grants	A	\$155,000
6975	Cachagua Community Center	Playground Inspection Water System	A B	\$13,000
6976	Trail Construction/Rehabilitation	Trail construction & Repairs	A	\$20,000
6980	Land Acquisitions/Improvements	Land Acquisitions/Improvements	A	\$460,000
6987	Sherar Land Lease	Annual Lease-Option	C	\$60,000
6991	Parks Security System	Security Enhancements	A	\$5,000
TOTAL				\$1,128,000
Re-budget items (Funds remaining from FY2015-16):				
6950	Garland Park Improvements	Visitor Center Interpretive Panels	C	\$50,000
6952	Joyce Stevens Improvements	Infrastructure Improvements	C	\$35,000
6980	Land Acquisitions/Improvements	Land Acquisition/Improvements	C	\$240,000
TOTAL WITH RE-BUDGET				\$1,453,000

BASIS FOR ESTIMATES:

- A - Based on known & estimated costs
- B - Based on prior experience
- C - Based on formula, schedule, or agreement



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**MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING**

DATE: May 2, 2016
TO: Board of Directors
FROM: Shuran Parker, Administrative Services Manager
REVIEWED BY: Rafael Payan, General Manager
SUBJECT: Public Hearing for Review of MPRPD Proposed FY2016-17 Budget and Approval of Resolution #2016-08, to Adopt the FY2016-17 Agency Budget

RECOMMENDED ACTION:

It is recommended that the Board conduct a public hearing for review of the MPRPD Proposed FY2016-17 Budget (**ATTACHMENT 1**). It is further recommended that the Board approve Resolution #2016-08 (**ATTACHMENT 2**) to adopt said budget.

FISCAL IMPACT:

Approval of this proposed budget will establish \$6,180,700 in combined revenues and \$6,839,705 in combined expenditures for FY2016-17, and authorize the use of reserve funds to cover the revenue shortfall (\$659,005).

FUNDING SOURCE:

Not applicable

FUNDING BALANCE:

Not applicable

DISCUSSION:

The proposed budget for FY2016-17 includes projected revenues of \$6,180,700 and projected expenditures of \$6,839,705. These figures include the revenues and expenditures for the General Fund as well as the Parks, Open Space and Coastal Preservation Assessment District.

The projected revenues are approximately 2.4% less than the current revenue estimate of \$6,333,643 for FY2015-16, primarily because of grant revenues received in FY2015-16 but not anticipated in FY2016-17.

The proposed FY2016-17 expenditures are about 9.6% above estimated expenditures for FY2015-16, due in large part to anticipated expenditures for potential Board seats (2) and community facilities district elections to be held in November 2016.

As for the General Fund Balance, we are estimating an ending balance of \$10,961,628 at 6/30/17 which is a 5.7% decrease compared to the estimated ending balance of \$11,620,633 at 6/30/16.

It bears noting that a great portion of the estimated fund balance includes the following amounts for Restricted, Assigned and Unassigned projects and expenditures.

<u>Account</u>	<u>Purpose</u>	<u>Amount</u>	<u>Status</u>
Seawall Mitigation Funds	Buy Coastal Dune Property	\$2,323,427 (3/31/16)	Restricted
Sherar Property	Acquisition	\$900,000 (6/30/16)	Assigned
Operating Expenses	Six month's expenses	\$3,419,853 (2016-17)	Unassigned
Depreciation	Accumulated depreciation	\$1,009,213 (6/30/15)	Unassigned
Unanticipated Expenses	Unanticipated expenditures	\$1,000,000	Unassigned
	COMBINED TOTAL	\$8,652,493	

These amounts, totaling \$8,652,591 are top of mind for staff and must be considered, particularly as we near the expiration of current assessment district funding in FY2018-19.

Also, as previously noted, staff proposes to cover the excess expenditures by using funds from the District's reserves.

As detailed in the Budget Message, the proposed FY2016-17 budget is a spending plan that continues to fund the District's core programs and services during a continually challenging economic environment. For further information, please refer to the attached proposed budget document.

It is recommended that the Board approve Resolution #2016-08, adopting the FY2016-17 budget.

ATTACHMENTS:

1. MPRPD FY2016-17 Proposed Budget
2. Resolution #2016-08 to Adopt FY2016-17 Budget

The mailer was sent to all registered voters within the District.

The FY16-17 budget formally adopted by the Board on 5/2/16 stated that funds were to be used to pursue a Community Facilities District. The informational mailer was part of the CFD expenditures as outlined in the TBWB contract.