



CITY OF NEWPORT BEACH PARKS, BEACHES AND RECREATION COMMISSION AGENDA

Council Chambers - 100 Civic Center Dr

Tuesday, January 7, 2020 - 6:00 PM

Parks, Beaches and Recreation Commission Members:

David Granoff, Chair
Heather Ignatin, Vice Chair
Hassan Archer, Commissioner
Diane Daruty, Commissioner
Laird Hayes, Commissioner
Walt Howald, Commissioner
Kate Malouf, Commissioner

Staff Members:

Laura Detweiler, Recreation & Senior Services Director
Sean Levin, Recreation & Senior Services Deputy Director
Micah Martin, Deputy Public Works Director
Kevin Pekar, Parks and Landscape Superintendent
Mariah Stinson, Administrative Support Specialist

The Parks, Beaches and Recreation Commission is subject to the Ralph M. Brown Act. Among other things, the Brown Act requires that the Parks, Beaches and Recreation Commission agenda be posted at least seventy-two (72) hours in advance of each regular meeting and that the public be allowed to comment on agenda items before the Commission and items not on the agenda but are within the subject matter jurisdiction of the Parks, Beaches and Recreation Commission. The Chair may limit public comments to a reasonable amount of time, generally three (3) minutes per person.

It is the intention of the City of Newport Beach to comply with the Americans with Disabilities Act ("ADA") The City of Newport Beach's goal is to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the Recreation Department at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible at (949) 644-3158 or recreation@newportbeachca.gov.

NOTICE REGARDING PRESENTATIONS REQUIRING USE OF CITY EQUIPMENT

Any presentation requiring the use of the City of Newport Beach's equipment must be submitted to the Recreation Department 24 hours prior to the scheduled meeting.

I. CALL MEETING TO ORDER

II. ROLL CALL

III. NOTICE TO THE PUBLIC

The City provides a yellow sign-in card to assist in the preparation of the minutes. The completion of the card is not required in order to address the PB&R Commission. If the optional sign-in card has been completed, it should be placed in the box provided at the podium.

The PB&R Commission of Newport Beach welcomes and encourages community participation. Public comments are generally limited to three (3) minutes per person to allow everyone to speak. Written comments are encouraged as well. The Commission has the discretion to extend or shorten the time limit on agenda or non-agenda items. As a courtesy, please turn cell phones off or set them in the silent mode.

IV. PUBLIC COMMENTS ON CONSENT CALENDAR

This is the time in which PB&R Commissioners may pull items from the CONSENT CALENDAR for discussion (Items V-A thru V-C). Public comments are also invited on Consent Calendar items. Speakers must limit comments to three (3) minutes. Before speaking, please state your name for the record. If any item is removed from the Consent Calendar by a PB&R Commissioner, members of the public are invited to speak on each item for up to three (3) minutes per item.

All matters listed under CONSENT CALENDAR are considered to be routine and will all be enacted by one motion in the form listed below. Commissioners have received detailed staff reports on each of the items recommending an action. There will be no separate discussion of these items prior to the time the PB&R Commission votes on the motion unless a Commissioner requests specific items to be discussed and/or removed from the Consent Calendar for separate action.

V. CONSENT CALENDAR

A. Minutes of the Parks, Beaches & Recreation Commission Meeting of December 3, 2019

Waive reading of subject minutes, approve and order filed.

[12-03-2019 PBR Minutes](#)

B. MOD Activity Report

Receive/File Activity Report of past and upcoming projects and events.

[MOD Activity Report](#)

C. RSS Activity Report

Receive/File Activity Report of past and upcoming projects and events.

[RSS Activity Report](#)

VI. CURRENT BUSINESS

A. Newport Harbor Baseball Association Request to Install Permanent Shade Structures at Mariners Park Field #1

Staff recommends that the Parks, Beaches and Recreation Commission consider the request from Newport Harbor Baseball Association (NHBA) for installation of two (2) permanent shade structures covering the spectator bleachers at Mariners Park Field #1.

[Staff Report](#)

B. Marine Avenue Trees Update

Presentation by Micah Martin

C. Tree Reforestation Request - Fire Station 7

Staff recommends that the Parks, Beaches and Recreation Commission consider the reforestation request of one California Sycamore located at the Fire Station 7 and replaced with a City-approved 48-inch box tree. Additionally, three Brisbane Box trees will be removed as Standard Tree Removals, per Council Policy G-1.

[Staff Report](#)

[Attachments A-C Fire Station 7](#)

D. Monofilament Recycling

Staff recommends that the Parks, Beaches and Recreation Commission approve the installation and ongoing maintenance of five (5) monofilament recycling containers to be located on Balboa Pier.

[Staff Report](#)

[Attachments A-B Monofilament Recycling](#)

VII. ANNOUNCEMENTS/FUTURE AGENDA ITEMS

VIII. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public comments are invited on non-agenda items generally considered to be within the subject matter jurisdiction of the PB&R Commission. Speakers must limit comments to three (3) minutes. Before speaking, we invite, but do not require, you to state your name for the record.

IX. ADJOURNMENT

CITY OF NEWPORT BEACH

Parks, Beaches & Recreation Commission Regular Meeting December 3, 2019 – 6:00 PM

I. CONVENE MEETING OF THE PARKS BEACHES & RECREATION COMMISSION TO ORDER – 6:04 PM

II. ROLL CALL

Present: David Granoff, Chair
Heather Ignatin, Vice Chair
Hassan Archer, Commissioner
Diane Daruty, Commissioner
Laird Hayes, Commissioner
Walt Howald, Commissioner
Kate Malouf, Commissioner

Staff: Laura Detweiler, Recreation & Senior Services Director
Micah Martin, Deputy Public Works Director
Kevin Pekar, Parks and Landscape Superintendent
Mariah Stinson, Administrative Support Specialist

III. NOTICE TO THE PUBLIC

IV. PUBLIC COMMENTS ON CONSENT CALENDAR-None.

V. CONSENT CALENDAR

A. Minutes of the October 1, 2019 PB&R Commission Meeting.

Recommendation: Waive reading of subject minutes, approve and order filed.

B. MOD Activity Report

Recommendation: Receive/file Activity Report of past and upcoming projects and events

C. RSS Activity Report

Recommendation: Receive/file Activity Report of past and upcoming projects and events.

D. Tree Reforestation Request – 308 Iris Avenue

Staff recommends that the Parks, Beaches & Recreation Commission approve the reforestation request by Erick Krauter of a City Bronze Loquat tree located at 308 Iris Avenue and replace it with a 48-inch box Jacaranda tree. The applicant has met the procedural requirements for reforestation established in City Council Policy G-1.

Motion by Commissioner Howald; second by Commissioner Archer to accept V. CONSENT CALENDAR. The motion carried by unanimous vote.

Absent: Commissioner Daruty

VI. CURRENT BUSINESS

A. Tree Reforestation Request – 2132 Seville Avenue

Staff recommends that the Parks, Beaches & Recreation Commission consider the reforestation request by Thomas Gore of the City Magnolia trees located at 2132 Seville Avenue and replace with two 48-inch box Grecian Laurel trees. The applicant has met the procedural requirements for reforestation established in City Council Policy G-1. The applicant will assume all costs.

Manger Pekar announced that, per the City's Policy, the trees were marked as healthy, but the trees were causing hardscape damage. Reforestation was suggested to the homeowner instead of City removal.

Chair Granoff opened the public comment.

Thomas Gore confirmed that the trees were causing significant hardscape damage to the surrounding area and the tree encroached onto an already pre-approved improvement project to the existing house.

Chair Granoff closed the public comment.

Manager Pekar answered Commissioner Hayes's question stating that the replacement trees were a good match to the already existing trees on the street.

Motion by Commissioner Hayes, seconded by Commissioner Howald, to approve the reforestation request by Thomas Gore of the City Magnolia trees located at 2132 Seville Avenue and replace with two 48-inch box Grecian Laurel trees. The applicant has met the procedural requirements for reforestation established in City Council Policy G-1. The applicant will assume all costs. The motion carried by unanimous vote.

Absent: Commissioner Daruty

B. Ad Hoc Committee Appointment – Updating City Council Policies G-1, G-3 and G-6

Staff recommends that the Parks, Beaches & Recreation Commission consider appointing an Ad Hoc Committee to work with staff to review and develop potential revisions to the City Council Policies G-1, G-3, and G-6, to review and potentially update the noticing process, and other revisions in applicable policies.

Director Martin announced that it was suggested by the Commission at a prior meeting to form an Ad Hoc Committee to review the City's current existing policies. Suggested changes included adding several new trees to the Special Tree List, rectify the changes to align with the B-17 policy update, clarify the noticing standard for City trees, 48-inch

box as the minimum size for reforestation, and references to Municipal Operations Department was to be changed to Public Works Department.

Commissioner Howald wanted to review Mr. Mosher's notes regarding the parkway tree designation lists, what trees appeared, and which ones didn't appear on the list.

The discussion commenced regarding what box size for reforestations should be codified between Commissioner Hayes and Manager Pekar.

Chair Granoff opened the public comment.

Randy Black did not want to see any major changes made to the G-1 Policy.

Jim Mosher suggested that all three policies be combined into one tree policy.

Chair Granoff closed the public comment.

Motion by Chairperson Granoff, seconded by Commissioner Hayes, to appoint an Ad Hoc Committee to work with staff to review and develop potential revisions to the City Council Policies G-1, G-3, and G-6, to review and potentially update the noticing process, and other revisions in applicable policies. To appoint Commissioner Ignatin, Archer & Howald. The motion carried by unanimous vote.

Absent: Commissioner Daruty

C. Ad Hoc Committee Appointment – Community Pool Feasibility Study

Staff recommends that the Parks, Beaches & Recreation Commission appoint three (3) commissioners to serve on the Community Pool Feasibility Study Ad Hoc Committee to assist with site review and community outreach.

Director Detweiler stated the City Council directed the PBR&R and Harbor Commissions to form an ad –hoc committees to study the feasibility of a community pool at Lower Castaways Park. The study will include additional opportunities for aquatic/marine related amenities within the park. A community effort lead by Evelyn Hart has committed to raising funds to offset the pool construction costs.

Chair Granoff opened the public comment.

Jim Mosher believed that the Council was under the impression that the Commission and the Harbor Commission would form a joint Ad Hoc Committee, not two separate ones. He concluded that there may be a better location for the pool than Lower Castaways Park.

Chair Granoff closed the public comment.

Motion by Chairperson Granoff, seconded by Commissioner Archer, to appoint Commissioner Daruty, Granoff and Hayes to serve on the Community Pool Feasibility

Study Ad Hoc Committee to assist with a site review and community outreach. The motion carried by unanimous vote.

VII. ANNOUNCEMENTS/FUTURE AGENDA ITEMS

PB&R Commission / staff announcements/ Ad Hoc Committee updates or matters which Commissioner members would like placed on future agendas for further discussion (this is a non-discussion item).

Director Detweiler updated the Commission regarding projects at Newport Island Park, Grant Howald Park, Sunset View Park, and Uptown Park. She reminded the Commission of upcoming City closure dates. She concluded with an overview of the FiiN Program.

Director Martin introduced the new City Arborist, John Nelson, and gave a brief description of the clean up that had been taking place on the beaches due to weather.

Commissioner Howald wanted to hear an update regarding the storms that were predicted to come through over the holidays, an update on the need for a second dog park, an update on Big Canyon Park and the Brazilian Pepper trees, pest control, what the policy was in terms of native plants, donations, and Public Work's project along Ocean Boulevard.

Commissioner Daruty noted another meeting is scheduled for Big Canyon Park in January or February 2020 with the Newport Bay Conservancy group.

Chair Granoff opened the public comment.

Jim Mosher was impressed with the FiiN Program, but noted that there were plans to construct a hotel where the camping currently took place.

Chair Granoff closed the public comment.

VIII. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public comments are invited on non-agenda items generally considered to be within the subject matter jurisdiction of the PB&R Commission. Speakers must limit comments to three (3) minutes. Before speaking, we invite, but do not require, you to state your name for the record. The Commission has the discretion to extend or shorten the speakers' time limit on non-agenda items, provided the time limit adjustment is applied equally to all speakers.

Jim Maloney announced that the City had removed four Eucalyptus trees from Marine Avenue as well as three test trees. No evidence was found that indicated the Eucalyptus trees that were removed were decaying. He was concerned that there was no language regarding advanced testing in the City's current RFP for the next set of trees that were deemed to be removed.

Ed Black wanted to see advance testing be done on the trees located on Balboa Island before they were removed.

Randy Black concurred that the RFP did not address advance testing and referenced only a risk assessment. He wanted to see the Commission address the issue.

Rick Osborne believed the removal of the trees changed the character of the island and agreed that more advanced testing needed to happen before the trees were removed.

Chair Granoff closed the public comment.

Chair Granoff wanted to have an update for Marine Avenue as a future meeting topic.

IX. ADJOURNMENT – 7:01 p.m.

Submitted by: _____
Mariah Stinson, Administrative Support Specialist

Approved by: _____
David Granoff, Chair



NEWPORT BEACH

PB&R Commission Staff Report

Agenda Item V – B
January 7, 2020

TO: Parks, Beaches & Recreation Commission

FROM: Public Works Department / Municipal Operations Division
Micah Martin, Deputy Public Works Director
949 644-3055, mmartin@newportbeachca.gov

TITLE: Parks and Trees, and Beach Maintenance Divisions Activities Report

Storm Preparations

Field Maintenance staff will continue to hand out sandbags to the public on Fridays from 7:00 a.m. to 2:00 p.m. Filled and unfilled sandbags are available for pick up at the Corporation Yard on Fridays, 7:00 a.m. to 2:00 p.m., from now until April.

In addition, sandbags will also be available to Newport Beach residents from 7:00 a.m. to 3:00 p.m. on the day before and the day of a storm event. Sandbags are limited to 10 per Newport Beach resident. An ID showing a Newport Beach address or utility bill are required to pick up the sandbags. Sandbags must be loaded by City staff.

Quick Thinking – Crisis Averted

On Friday November 15th, a contractor was excavating a footing for a new street lamp located in the median at 1900 W Balboa Blvd, next to a City Palm Tree. During the excavation, the soil began undermining the roots of the palm tree causing it to subside. Despite attempts to shore up the tree, it continued to lean and threaten traffic and an adjacent building.

Thinking quickly, the Public Works Inspector and the Contractor immediately attached rigging to the tree securing it to the contractor's truck. All traffic in the vicinity on Balboa Blvd was rerouted away from the location. The Police Department assisted with the traffic closure while the City Arborist and the Tree Trimming Contractor Great Scott Trees Services (GSTS) were dispatched to see if the palm tree could be saved.

GSTS removed the tree, eliminating the threat to the public. As the palm removal progressed, traffic was allowed to safely proceed through the job site and was soon restored in both directions.

Holiday Seasonal Poinsettias

Recently, the ceramic pots on the light poles throughout Balboa Village received the holiday seasonal Poinsettias. ParkWest Landscape, the City's landscape contractor, performs the seasonal switch out at different intervals throughout the year. The Poinsettias, in addition to the newly planted landscape at the Palm Street parking lot and surrounding areas, add color and accent to the shops that line the sidewalks of Balboa Village along Main Street and Balboa Boulevard.



Trees Maintenance

The City tree maintenance contractor Great Scott Tree Service trimmed trees in the Balboa Peninsula area, and conducted annual citywide Ficus and Palm tree trimming, and responded to tree-related emergencies.

Month of:	# of Trees Trimmed:	# of Trees Removed:	# of Trees Removed Because a Problem Tree:	# of Trees Planted:
NOVEMBER	1,675	25	0	41

Trees Division staff and Great Scott Tree Services responded to six fallen trees and a handful of fallen limbs during November and early December storms.



Prepared by:
 Kevin Pekar, Landscape Manager
 Parks and Trees Division

John Salazar, Manager
 Field Maintenance Division



CITY OF

NEWPORT BEACH

Recreation & Senior Services Department Monthly Activities Report



To: PB&R Commission
From: Laura Detweiler, RSS Director
Sean Levin, RSS Deputy Director
Celeste Jardine-Haug, Senior Services Manager

Breakfast with Santa Event

Breakfast with Santa was held at the Newport Coast Community Center on Friday, December 6th. The event kicked off with boys and girls from our Preschool 101 class singing Christmas carols as Santa rode in on a big red firetruck! Tots and their families enjoyed breakfast, themed crafts, a jolly train ride, a bounce house, and of course a personal photo op with Santa. Each family went home with a printed photo with Santa and countless memories.



Mayor's Youth Council Participants Give Back for the Holidays

The Mayor's Youth Council volunteered and assisted the OC Thanksgiving Basket Brigade on Sunday, November 24th. Every member hosted a toy and food drive to gather items to donate for this worthy cause. Donations were sorted and organized into baskets for deserving families in Orange County. Volunteers also delivered the baskets the same day so they had it in time for Thanksgiving. The MYC consist of high school students interning with the City of Newport Beach to gain career education, service hours and opportunities for community engagement. This internship is an educational tool to help students learn about the different careers offered in local government.



OASIS Activities

Save The Dates:

**Food for Thought Program: A Creativity Program with Adult Brain Health in Mind
Presented by the Chuck Jones Center for Creativity**

Tuesday, January 7, 14, 21 & 28, 9:00 a.m.-10:30 a.m., Art Room

When we combine creativity with using our hands while visually engaged, we use multiple areas of our brain all at once, making vital connections. Using one's creativity throughout a lifetime positively impacts the retention intelligence gained from accumulated knowledge and a lifetime of experiences.

program is limited to 24 participants who are able to commit to all 4 workshops*



One Warm Coat

January 2-February 28, OASIS Lobby

We will be collecting new and gently used coats and jackets for our local homeless population.

Healthy Communication Group 2020

Presented by Mieka Bledsoe, LMFT

Wednesday, January 15 – February 26, 10:00 a.m. – 12:00 p.m., Room 5

Free 7-week group for individuals age 50 years or better focusing on enhancing communication skills and improving the ability to set limits.

Men's Group – Life's Third Act

Facilitated by Robert B. Smith, PhD

Tuesdays, February 4 – March 10 (6 weeks), 3:30 p.m. – 5:00 p.m., Room 5

In late adulthood, many physical and psychological changes take place. How well we adapt to these changes is influenced more by our state of mind than by years lived. Join with other men in the journey to find meaning and purpose in life.

****Space limited to 15 participants****

Free Income Tax Program

Under AARP's Tax Aide Program, OASIS will be offering FREE tax preparation services to seniors and low-income taxpayers. Appointment can be made by calling OASIS at (949) 644-3244, beginning 8 a.m., on Wednesday, January 8. Service is provided on Fridays, from 9 a.m. to 1:30 p.m., beginning February 7 through April 10.

Park Patrol

Requested calls are assigned visits by staff or schedule or phone requests. Customer Contacts are the number of times they stopped and spoke to customers other than requested calls. Due to the timing of the meeting, these monthly summaries will be two months behind (i.e. in June you will receive April summary). During the month of **November** Park Patrol had the following number of contacts:

1. PATROL CHECKS

- 145 with Youth Sports Groups
- 498 Field related issues/checks
- 29 Park/Picnic/reservation issues/checks
- 168 Community Center issues/checks
- 332 Playground checks
- 63 other

2. PUBLIC CONTACTS

- 201 Education
- 22 Alcohol
- 57 Dog related

Written Warnings Issued – 0

Citations Issued – 2 Total (1 for Alcohol at Pirates Cove & 1 for a tent at Channel Place Park)

Facility Use

During the period of November 16, 2019 – December 15, 2019 were:

- 14 Picnic/Park Area
- 12 Class Rooms
- 1 Fields
- 9 Gym
- 17 Civic Center Community Room
- 5 CYC Facility
- 5 Marina Park Picnic/Park Area
- 17 Marina Park Event Room
- 11 Marina Park Classrooms
- 24 NCCC Gym
- 44 NCCC Classrooms
- 138 OASIS Classrooms
- 47 OASIS Event Center

Special Event Permits (SEP)

As of December 15, 2019, there were 235 Special Event Permits processed and issued for the year.

- **Balboa Island Tree Lighting : Dec 1, Marine Ave , Attendance: 150**
- **CdM Christmas Walk: Dec 8, CdM, Attendance: 5,000**

NB
—  —
RW



**NEWPORT BEACH
RESTAURANT WEEK
JANUARY 13-24**

— **DineNB.com** —



NEWPORT BEACH

PB&R Commission Staff Report

Item **VI-A**
January 7, 2020

TO: Parks, Beaches & Recreation Commission

PREPARED BY: Justin Schmillen, Recreation Manager
949-644-3160, Jschmillen@newportbeachca.gov

Cody Huson, Recreation Supervisor
949-644-3154, Chuson@newportbeachca.gov

TITLE: Newport Harbor Baseball Association Request to Install Permanent Shade Structures at Mariners Park Field #1

RECOMMENDATION:

That the PB&R Commission consider the request from Newport Harbor Baseball Association (NHBA) for installation of two (2) permanent shade structures covering the spectator bleachers at Mariners Park Field #1.

FUNDING REQUIREMENTS:

No City funding required. All costs associated with the procurement, installation, storage, and repairs of the permanent shade structures, including related damage to park property are the responsibility of NHBA.

BACKGROUND:

NHBA is a 501(c)3 volunteer youth serving baseball organization that serves the Newport-Mesa area and primarily serves residents on the west side of the bay. The organization is in its 25th year of existence and serves over 500 program participants, ranging in ages from 5-17 years old.

NHBA is classified as a YSC-Open member under the *City's Youth Sports Commission (YSC) Member Requirements & Field Allocation & Use Policy*. NHBA's primary season is in the spring between February 1 and June 30. NHBA's spring season has historically been allocated Newport Beach fields and utilizes Mariners Park as a home field. NHBA also utilizes Bob Henry Park, Sunset Ridge Park, fields in the City of Costa Mesa and Newport-Mesa Unified School District property. NHBA also operates a smaller, fall program in their "off season" (September- November) that has less allocated fields than in the spring in Newport Beach.

DISCUSSION:

The baseball field at Mariners Park is essential to NHBA's league operation. On average, Mariners Field #1 NHBA utilizes the field 850 hours for games and practices annually, accommodating up to 13 practices and 10 games per week. That equates to almost 10,000 park uses in a year. It is not only the primary site for games and practices, but also hosts NHBA's Opening Day Ceremonies and All-Star tournaments. NHBA has proven to be exceptional stewards of the field, contributing to annual turf improvements and solely funding added baseball amenities including a new batting cage and bullpen to enhance the facility and experience for players.

NHBA is requesting the installation of two (2) permanent shade structures at Mariners Park Field #1 (Attachment B) over the spectator bleachers on the home and visitors side of the backstop. The current spectator area has very little shade and exposes parents, players and observers to high temperatures and UV rays. NHBA's request for shade aligns with the City's recent efforts to provide more shade at our parks and facilities. Less than two years ago, shade sails were added to the playground structure adjacent to the baseball field at Mariners Park.

The shade structure selected for this project is a two post, cantilever style structure manufactured by Custom Canopies. The apex of the canopy will be 13'6" high and with the lowest part of the structure at 10' high. The canopy will extend 12' from the posts and will be 20' long to provide full coverage over the existing bleachers. The style and dimensions were selected to model the current shade structures for spectator areas at Sunset Ridge Park and Bonita Canyon Sports Park baseball fields.

NHBA will be responsible for all costs, including but not limited to the procurement, installation, storage, and repairs of the permanent shade structures. This also includes any associated damage to park property. Recreation & Senior Services and Parks Division staff have reviewed the attached drawings and approved the plan in concept. Upon the Commission's approval, NHBA would be required to submit computer aided drafting (CAD) plans of the project to City Staff for permitting approval and proper inspections. It is NHBA's goal to complete installation before March 13, 2020.

NOTICING: All residents within 200-feet of Mariners Park were noticed. The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

- Attachments
- A. Newport Harbor Baseball Association (NHBA) Letter
 - B. Mariners Park Map
 - C. Mariners Park Field #1 Site Photos
 - D. Shade Structure Installation Details
 - E. Shade Structure Specifications

EXHIBIT A- Newport Harbor Baseball Association (NHBA) Letter

December 5, 2019

Mr. Cody Huson
Recreation Supervisor
City of Newport Beach

Dear Mr. Huson,

Please accept this letter as a formal request from Newport Harbor Baseball Association (NHBA) to have installed fixed shade over the bleachers at the Mariners baseball field.

As you know, NHBA is a 501©(3) non-profit organization that serves approximately 500 children in the Newport Mesa area. NHBA has been in existence since 1995 and provides Spring and Fall baseball program for children in the community. NHBA's primary fields include Bob Henry, Mariners Park, Sunset Ridge, City of Costa Mesa fields, and Newport-Mesa USD fields.

NHBA believes that this proposal to install shade at our primary fields will enhance the fan experience, and be comparable to the shade that has been utilized by the competitive PONY baseball league (Newport Beach Baseball Association) that plays at Bonita Canyon.

We greatly appreciate your consideration.

Jared Eisenberg
President, Newport Harbor Baseball Association

EXHIBIT B- Mariners Park Map

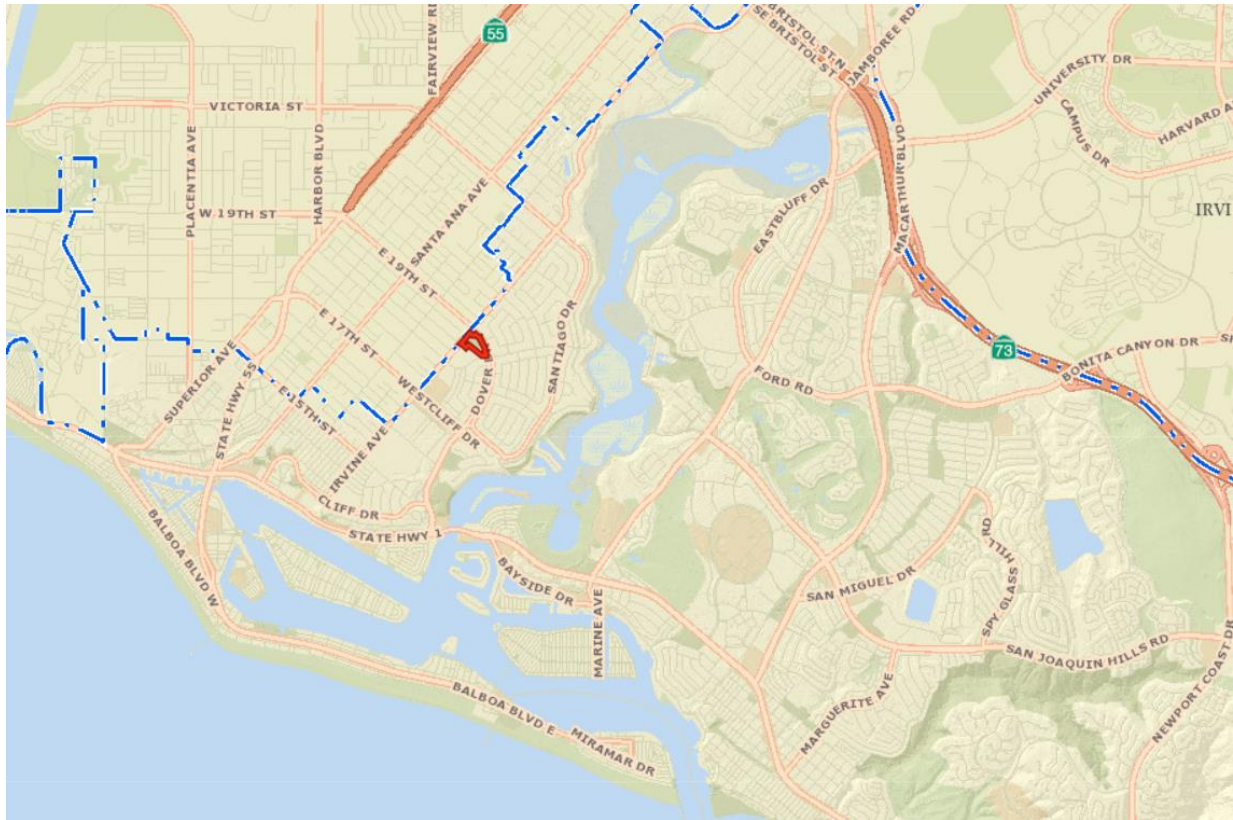


EXHIBIT C- Mariners Park Field #1 Site Photos

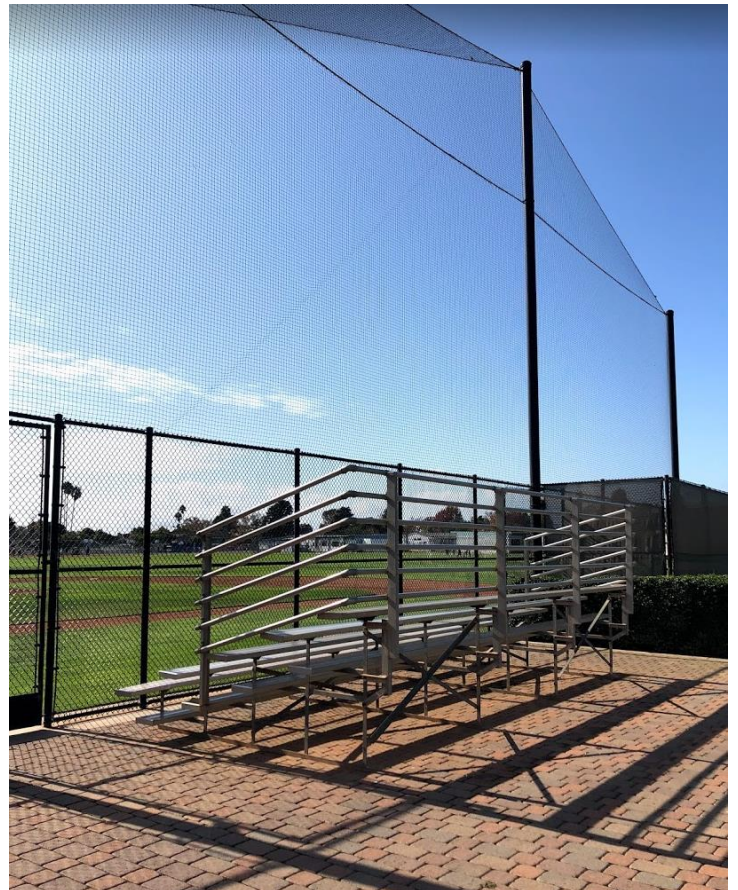
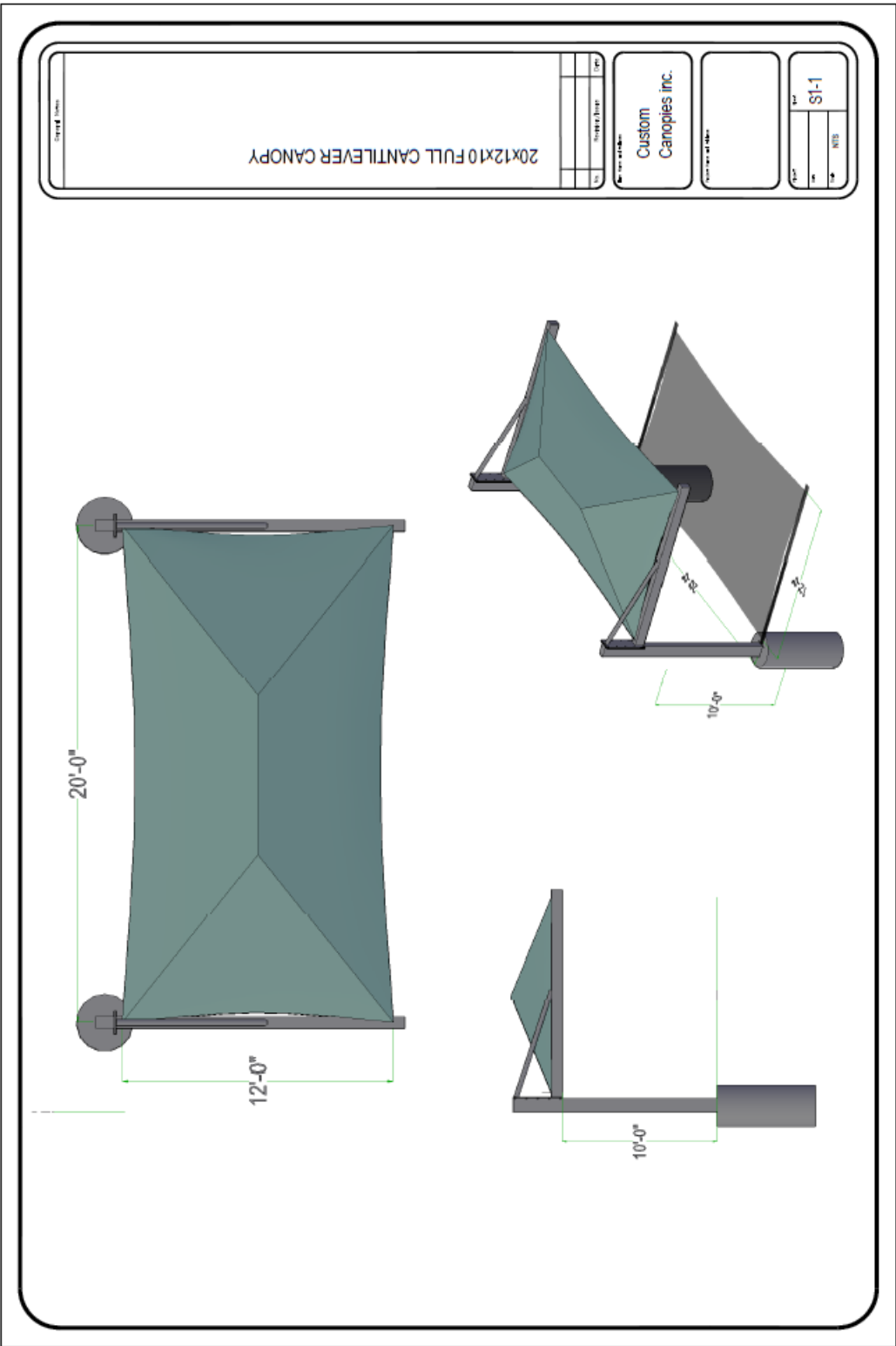


EXHIBIT D- Shade Structure Installation Details



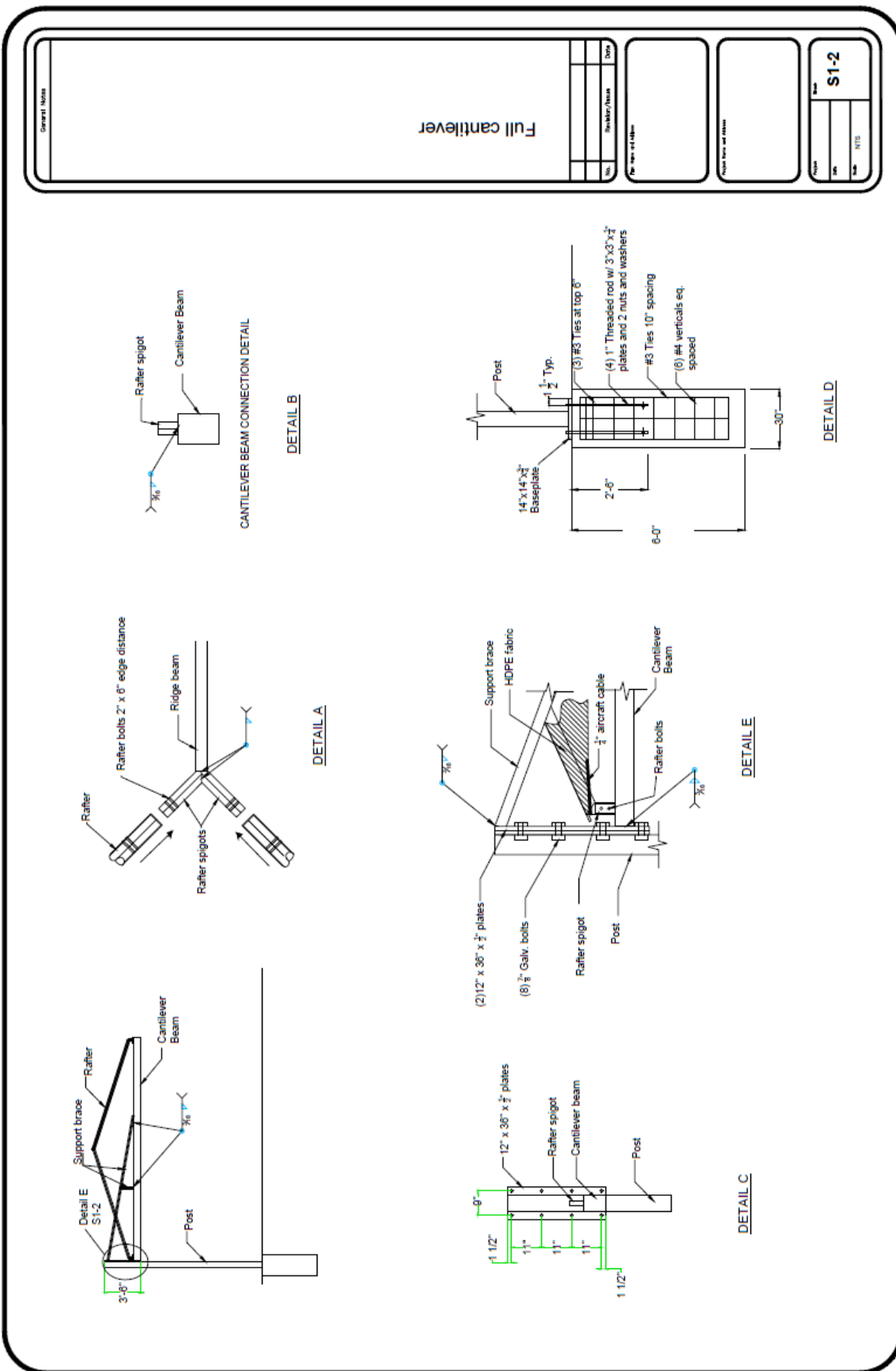


EXHIBIT E- Shade Structure Specifications



Custom Canopies Intl. Inc.
"SAFEST UNDER THE SUN"

Installation:

Install shade structures in a timely manner and coordinate with the work of other trades.

Securely fasten all parts to be attached. Make sure all parts interact freely and smoothly without binding, sticking or excessive clearance.

Install each shade structure and hardware item in compliance with the manufacturers' instructions and recommendations.



Warranty:

The structural integrity of the steel shall be warranted for twenty (20) years.

The fabric and sewn composite shade covering shall have a limited warranty for 10 years.

The product, when used in its designed capacity, must be guaranteed for a period of 10 years from original installation against:

- The steel frame corroding or deteriorating under normal conditions.
- The steel frame from deteriorating from faulty workmanship.
- Inappropriate design of supporting structure.
- All fabric tops shall be warranted for winds and gusts up to engineering requirement. The fabric warranty is void if winds or gusts are in excess of engineering.
- Excessive loss of color in the fabric under normal exposure conditions, including sunlight, rot and normal atmospheric chemicals that may render it unserviceable.
- Any wearing or blowouts due to wind caused by improper installation or design. Under extreme wind conditions that exceed our design capacity, it is advisable to remove the shade fabric from the structure.
- Structures are not warranted for damages caused by snowfall, cyclones, typhoons, or other acts of God. For canopies not engineered for snow loads, the fabric must be removed during months when snow or heavy wind and storms are expected.

The contractor reserves the right to repair or replace any item covered by the warranty.

Shade structures located in areas where they may be subject to damage during construction by handling, cleaning, etc. (i.e. painting, cleaning of concrete block) shall be protected and or removed from the location until the hazardous condition is terminated.

Maintenance:

Canopies and shade sails must be inspected and maintenance must be done at least once a year. Refer to the maintenance book supplied.

STANDARD SHADE SAIL & SHADE STRUCTURE SPECIFICATIONS

Quality Assurance

All shade structures & shade sails shall be installed and rigged by a trained competent person.

All equipment shall be free of sharp edges and corners, or extremely rough surfaces.

All materials shall be new and conform to all standards as specified.

The steel frame and concrete foundations for the shade structures or shade sails shall be designed by an engineer licensed in the state of installation.

The steel frames and related concrete foundations for the shade structure to be designed in conformance with the latest version IBC or per local requirement.

Wind Design Speed: 80 to 130 miles per hour or per local requirement.

Basic live load: 5 psf

Exposure: C

Coatings

Non-galvanized steel

Where size of structure or determined loads require larger structural steel members or greater than 7 gauge thickness, carbon steel may be substituted. Cleaning and coating of carbon steel shall conform to the following:

- Degrease with mild alkaline cleaner at 140 degrees.
- Iron phosphate rinse to create a conversion layer on the steel.
- Prebake in oven at 350-400 degrees to burn off additional contaminants.
- Powdercoat with a TGIC polyester powder top coat.
- Min. of 2.5 millimeters thick.

Pre-galvanized steel

Steel already has a triple layer of zinc protection with a polymer clear coat, which acts as a primer.

- Clean with a mild alkaline solution.
- Prebake in oven at 350-400 degrees to burn off additional contaminants.
- Powdercoat with a TGIC polyester powder top coat.
- Min. of 2.5 millimeters thick.

Materials

Steel:

- All carbon structural steel shall be ASTM A-36, except steel pipe columns, which shall be ASTM A-53, grade B, unless otherwise noted.
- All welds are performed using E70XX electrodes or gas metal arc welding using ER 70S3 wire.
- All fillet welds shall be a minimum of three-sixteenths (3/16) inch unless otherwise noted.

Tensioning cable & hardware:

- Shall conform to FED. Spec. RR-W-410
- Steel cable is determined based on calculated engineering load. For high and medium loads, 1/4" (minimal) galvanized 7x19 cable is to be used. For heavy loads, 5/16 - 3/8" (minimal) galvanized 7x19 cable is to be used.
- Cable connectors and fabric hardware shall be stainless steel or galvanized.

Shade structure fabric shall meet the following list of requirements:

- High-density polyethylene to block out 90% of ultra violet rays
- Monofilament and tape construction giving a stable material.
- Rachell knitted to ensure material will not unravel if cut.

Strip tensile Strength:

Warp lb/inch 278 lbs Per ASTM D5034

Weft lb/inch 340 lbs Per ASTM D5034

Fabric Mass Minimum: 9.6 oz / sq. yd.

Fading: Minimum fading allowed after 5 years.

Temperature stability: Minimum temp. -13 ° F
Maximum temp. 176° F

Fire rating: CAFM Title 19 CFSM,
Section 1237
NFPA-701 #2

Weatherability: ASTM G53

All corners shall be strengthened with 13-16 oz non-tear vinyl material.

Thread:

- Gortex Tenara thread
- Shall be high density, low shrinkage, abrasion resistant, UV radiation immune, unaffected by cleaning agents, acid rain, mildew, chlorine, saltwater, and industrial pollutants.
- Should be warranted for a period of ten (10) years.



EXTRABLOCK

Designed for strength and durability, Alnet's Extrablock shade cloth protects against all of nature's extremes. It meets the highest standards and is knitted to be dimensionally stable for easy fabrication. Extrablock also comes in 16 California Fire Marshall approved colors and is backed by a 10-year warranty to demonstrate our dedication to quality, durability and safety.



CERTIFICATIONS



ALNET is the leading innovator in synthetic textile and netting material production for the world's **architectural, agricultural, aquacultural** and **industrial industries**.

For more information, please contact protect@AlnetAmericas.com or visit us at www.AlnetAmericas.com



NEWPORT BEACH

PB&R Commission Staff Report

Agenda Item **VI - C**
January 7, 2020

TO: Parks, Beaches & Recreation Commission

FROM: Public Works Department / Municipal Operations Division
Micah Martin, Deputy Public Works Director, Municipal Operations
949 644-3055, mmartin@newportbeachca.gov

TITLE: Reforestation Request – Fire Station #7

RECOMMENDATION:

Staff recommends that PB&R Commission consider the reforestation request of one City California Sycamore tree located at Fire Station #7 and replaced with a 48-inch box City-approved tree. Additionally three Brisbane Box trees will be removed as Standard Tree Removals, per Council Policy G-1.

DISCUSSION:

The City of Newport Beach Fire Department requested the removal of four trees (three Brisbane Box and one California Sycamore trees) at Fire Station 7. On December 17, the City Arborist inspected the City trees as a result of the removal request. The Brisbane Box trees need to be removed as part of an approved facility expansion project at the Station. The California Sycamore tree was requested to be removed due to nuisance leaf drop, resulting in clogged rain gutters. The Sycamore is in good condition and did not meet the criteria for removal referenced in Council Policy G-1. Staff suggested Reforestation as an option. If approved by the Commission, there will be a one-for-one replacement, 48-inch box Grecian Laurel tree installed.

NOTICING:

The tree will be posted with information regarding the reforestation request.

Attachments:

- A. Tree Removal Report/Review
- B. Info Sheet – Grecian Laurel tree
- C. Fire Department Request Letter



Public Works Department/Municipal Operations Division

December 17, 2019

TO: Deputy Public Works Director, Municipal Operations Division

FROM: City Arborist/Landscape Manager

SUBJECT: *Tree Removal Review – Potential Liability*

PROPERTY OWNER(S) / REQUESTER INFORMATION:

Name: City of Newport Beach / Fire Department

Tree Location: 2 Fire Station #7 / Front 21

The Fire Department has requested the removal of a California Sycamore tree due to the nuisance leaf drop that clogs drainage infrastructure for the property and prohibiting other landscape growth. The department is requesting removal to mitigate these issues.

A field inspection determined the City California Sycamore tree is in good condition and does not meet the criteria for removal referenced in the G-1 Policy.

Staff denied the removal request of the California Sycamore tree and advised the department that Reforestation is an option.

REPLACEMENT TREE(S): **YES** **NO**

DESIGNATED TREE(S): If approved, the City will replant with a 48-inch Box Grecian Laurel tree.

DEPUTY PUBLIC WORKS DIRECTOR – COMMENTS / RECOMMENDATIONS:

Signature: 

Date: 12-17-19



Public Works Department/Municipal Operations Division

TREE INSPECTION REPORT

Name: City of Newport Beach / Fire Department

Location(s) of tree(s): 2 Fire Station #7 / Front 21

Request: The Fire Department has requested the removal of a City California Sycamore tree due to the nuisance leaf drop.

Botanical/Common Names: *Platanus racemosa* / Sycamore - California

Designated Street Tree: If approved, the City will be replacing with a 48-inch Grecian Laurel tree.

Estimated Tree Value: \$700.00

Damage: N/A

Parkway: Concrete Brick Turf (X) Other (Planter)

Comments: The Fire Department has requested the removal of a California Sycamore tree due to the nuisance leaf drop that clogs drainage infrastructure for the property and prohibits other landscape growth. The Department is requesting removal to mitigate these issues.

A field inspection determined the City California Sycamore tree is in good condition and does not meet the criteria for removal referenced in the G-1 Policy.

Inspected by: 
John Nelson, City Arborist

Date: December 17, 2019

Recommendation: Staff denied the removal request of the California Sycamore tree and advised the Department that Reforestation is an option.

Reviewed by: 
Kevin Pekar, Landscape Manager

Date: December 17, 2019



Public Works Department / Municipal Operations Division

Tree Inspection Report / Tree Removal Report

Date: December 17, 2019

Property Owner: City of Newport Beach

Tree Location: 2 Fire Station #7 / Fronts 25, 26, 27

Fictitious Address: Yes No

Tree ID: 7293957, 7293958, 7293959

Request: The City's Arborist requests the removal of 3- Brisbane Box trees that are hindering the facility improvements for Fire Department Station #7.

Tree Species: Lophostemon confertus / Tristania (Brisbane Box)

Replacement Tree: Yes No

Designated Street Tree: N/A

Estimated Tree Value: \$2,100.00 (total)

Damage: N/A

Parkway: Concrete Brick Turf Other

Comment: A field inspection determined that the trees' locations directly impact the facility improvement, and therefore have to be removed.

Recommendation: Remove the City tree in order to mitigate a potential liability.

Council Member:

Association:

Detail Notes Images Documents Observations

Inventory Detail

Tree ID	7293953	Old Tag #	<input type="button" value="Save"/>
District	2		
Area	2		
Address	2 FIRE STATION 7		
Side/Site	Front - 21		
Alt Address			
Tree Species	<i>Platanus racemosa</i> / Sycamore - California		
Common Name	California Sycamore		
Size	07-12		
Height	15-30		
DBH			
Condition	FAIR		
Grow Space			
Space Size			
Overhead Utility			
Sidewalk Damage			
Note:			
Irrigation Flag	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Monitor Flag	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Service Type	Grid Pruning		
Season	AUG/OCT		
Estimated Value	\$700.00		
Next Date			



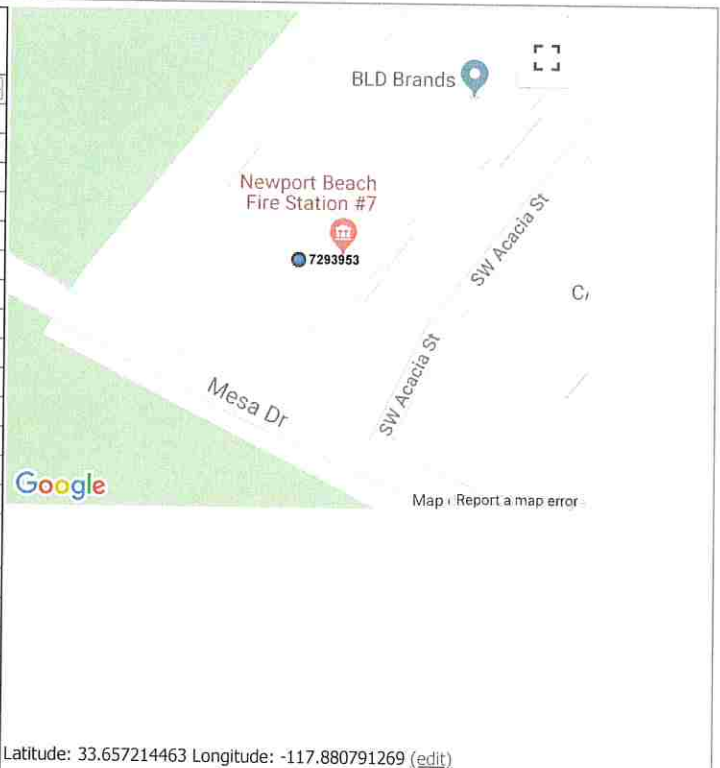
Latitude: 33.657214463 Longitude: -117.880791269 ([edit](#))

Service History							
Scope	WO Ref #	Description	Who	Service Date	Invoice Date	Service	New Price
Invoiced	33149	2018 - Grid 2 (Airport) - All Trees	GSTS	5/04/18	5/23/18	Grid Pruning	51.33
Invoiced	26100	2016 - Grid 2 (Airport) - Broadleaves	GSTS	7/19/16	8/01/16	Grid Pruning	49.43
Invoiced	22921	2015 - Service Request (WR37569)	GSTS	11/05/15	11/11/15	Service Request	59.00
Invoiced	18419	2014 - Grid 2 (Airport)	GSTS	6/06/14	6/27/14	Grid Pruning	48.00

Detail Notes Images Documents Observations

Inventory Detail

Tree ID	7293953	Old Tag #	Save
District	2		
Area	2		
Address	2 FIRE STATION 7		
Side/Site	Front - 21		
Alt Address			
Tree Species	Platanus racemosa / Sycamore - California		
Common Name	California Sycamore		
Size	07-12		
Height	15-30		
DBH			
Condition	FAIR		
Grow Space			
Space Size			
Overhead Utility			
Sidewalk Damage			
Note:			
Irrigation Flag	Yes	No	
Monitor Flag	Yes	No	
Service Type	Grid Pruning		
Season	AUG/OCT		
Estimated Value	\$700.00		
Next Date			

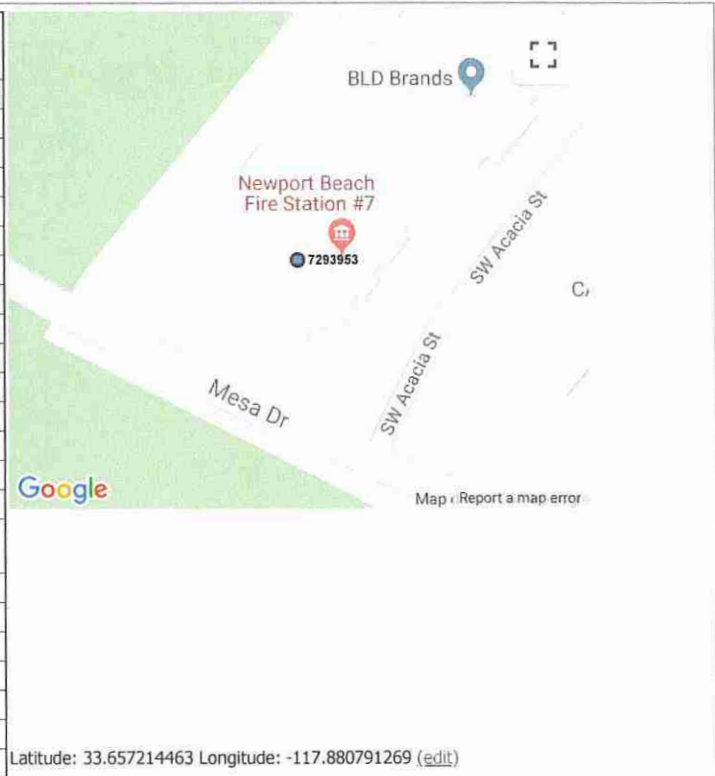


Service History							
Scope	WO Ref #	Description	Who	Service Date	Invoice Date	Service	New Price
Invoiced	33149	2018 - Grid 2 (Airport) - All Trees	GSTS	5/04/18	5/23/18	Grid Pruning	51.33
Invoiced	26100	2016 - Grid 2 (Airport) - Broadleafs	GSTS	7/19/16	8/01/16	Grid Pruning	49.43
Invoiced	22921	2015 - Service Request (WR37569)	GSTS	11/05/15	11/11/15	Service Request	59.00
Invoiced	18419	2014 - Grid 2 (Airport)	GSTS	6/06/14	6/27/14	Grid Pruning	48.00

Detail Notes Images Documents Observations

Inventory Detail

Tree ID	7293953	Old Tag #		Save
District	2			
Area	2			
Address	2 FIRE STATION 7			
Side/Site	Front - 21			
Alt Address				
Tree Species	Platanus racemosa / Sycamore - California			
Common Name	California Sycamore			
Size	07-12			
Height	15-30			
DBH				
Condition	FAIR			
Grow Space				
Space Size				
Overhead Utility				
Sidewalk Damage				
Note:				
Irrigation Flag	Yes			No
Monitor Flag	Yes			No
Service Type	Grid Pruning			
Season	AUG/OCT			
Estimated Value	\$700.00			
Next Date				



Service History							New
Scope	WO Ref #	Description	Who	Service Date	Invoice Date	Service	Price
Invoiced	33149	2018 - Grid 2 (Airport) - All Trees	GSTS	5/04/18	5/23/18	Grid Pruning	51.33
Invoiced	26100	2016 - Grid 2 (Airport) - Broadleafs	GSTS	7/19/16	8/01/16	Grid Pruning	49.43
Invoiced	22921	2015 - Service Request (WR37569)	GSTS	11/05/15	11/11/15	Service Request	59.00
Invoiced	18419	2014 - Grid 2 (Airport)	GSTS	6/06/14	6/27/14	Grid Pruning	48.00

Detail Notes Images Documents Observations

Inventory Detail

Tree ID	7293953	Old Tag #	Save
District	2		
Area	2		
Address	2 FIRE STATION 7		
Side/Site	Front - 21		
Alt Address			
Tree Species	Platanus racemosa / Sycamore - California		
Common Name	California Sycamore		
Size	07-12		
Height	15-30		
DBH			
Condition	FAIR		
Grow Space			
Space Size			
Overhead Utility			
Sidewalk Damage			
Note:			
Irrigation Flag	Yes	No	
Monitor Flag	Yes	No	
Service Type	Grid Pruning		
Season	AUG/OCT		
Estimated Value	\$700.00		
Next Date			

BLD Brands

Newport Beach Fire Station #7

7293953

Mesa Dr

SW Acacia St

Google

Map | Report a map error

Latitude: 33.657214463 Longitude: -117.880791269 (edit)

Service History							New
Scope	WO Ref #	Description	Who	Service Date	Invoice Date	Service	Price
Invoiced	33149	2018 - Grid 2 (Airport) - All Trees	GSTS	5/04/18	5/23/18	Grid Pruning	51.33
Invoiced	26100	2016 - Grid 2 (Airport) - Broadleafs	GSTS	7/19/16	8/01/16	Grid Pruning	49.43
Invoiced	22921	2015 - Service Request (WR37569)	GSTS	11/05/15	11/11/15	Service Request	59.00
Invoiced	18419	2014 - Grid 2 (Airport)	GSTS	6/06/14	6/27/14	Grid Pruning	48.00



Public Works Department / Municipal Operations Division

Tree Inspection Report / Tree Removal Report

Date: December 17, 2019

Property Owner: City of Newport Beach

Tree Location: 2 Fire Station #7 / Front 25, 26, 27

Fictitious Address: Yes No

Tree ID: 7293957, 7293958, 7293959

Request: The City's Arborist requests the removal of 3- Brisbane Box trees that are hindering the facility improvements for Fire Department Station #7.

Tree Species: Lophostemon confertus / Tristania (Brisbane Box)

Replacement Tree: Yes No

Designated Street Tree: N/A

Estimated Tree Value: \$2,100.00 (total)

Damage: N/A

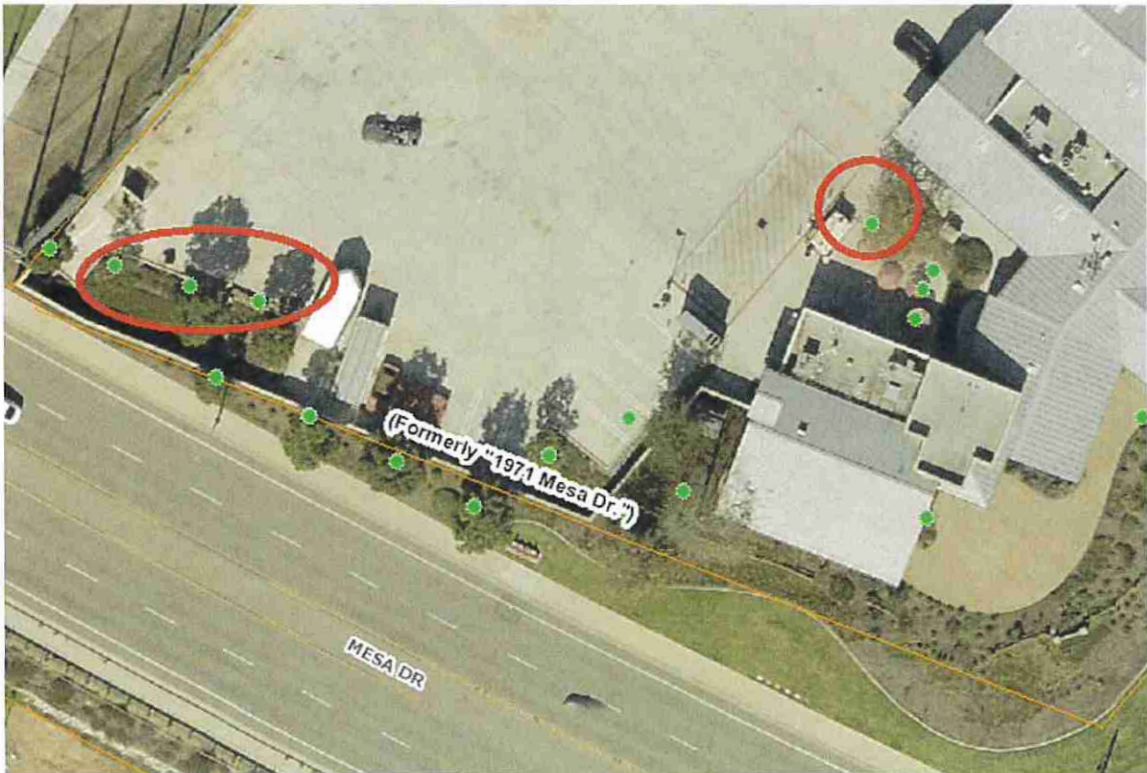
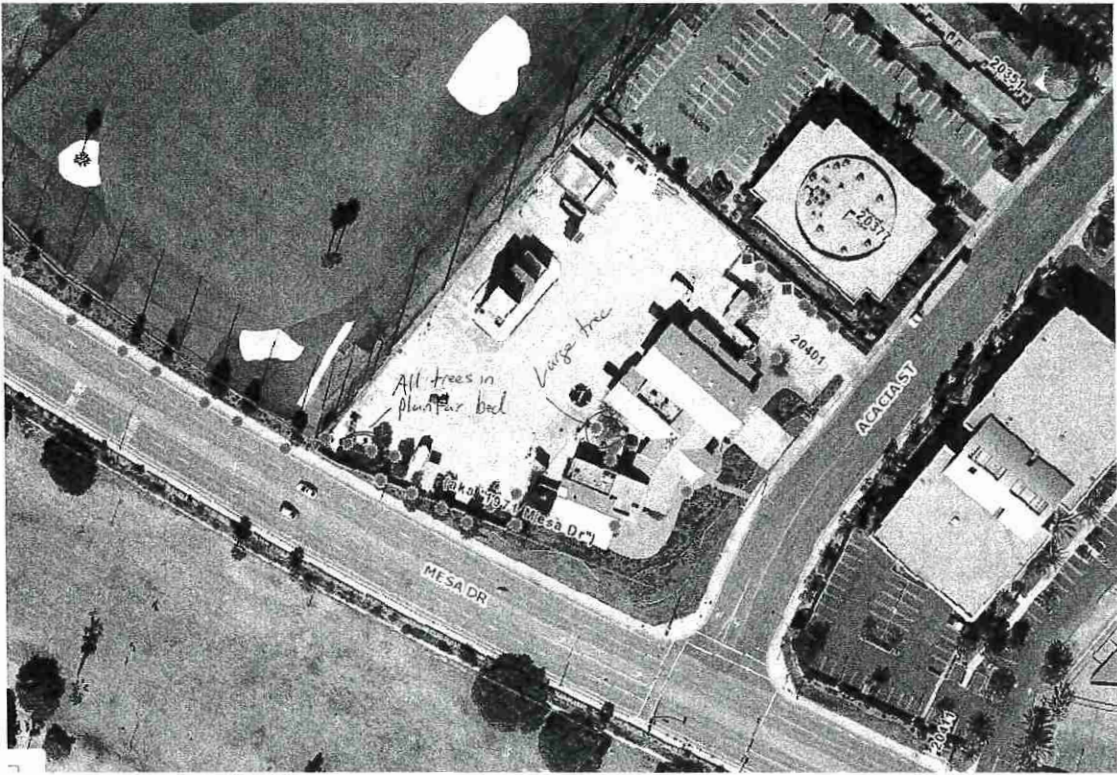
Parkway: Concrete Brick Turf Other

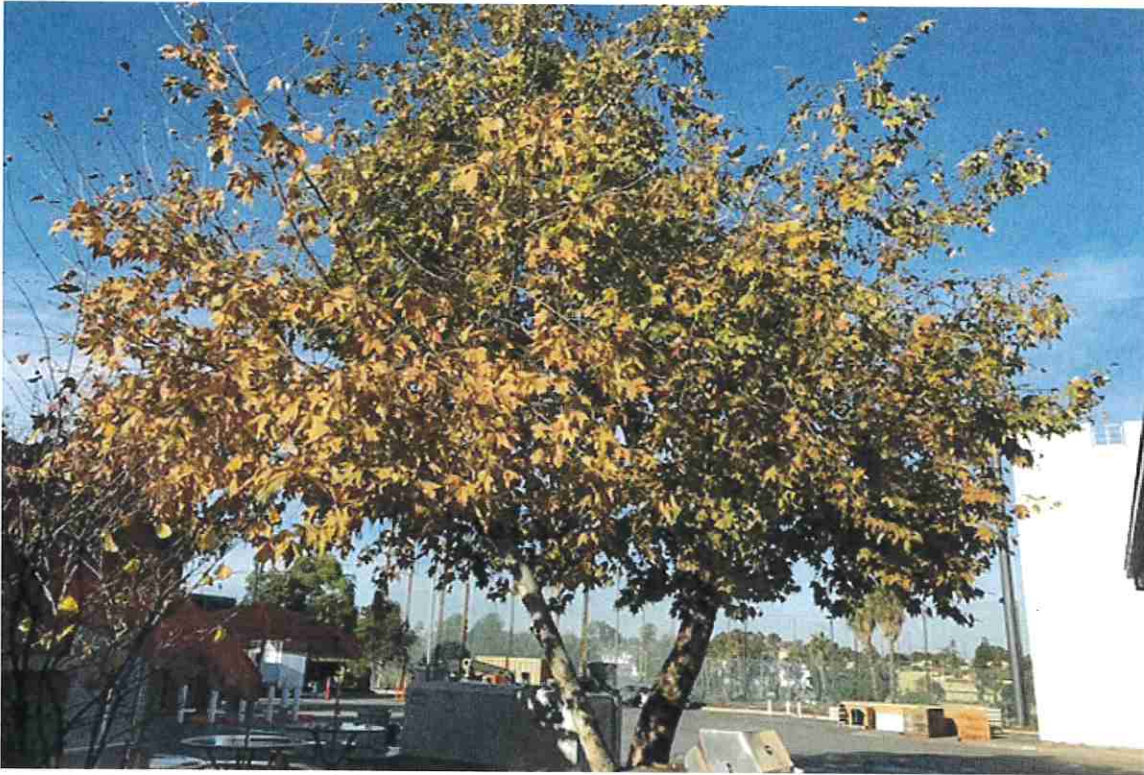
Comment: A field inspection determined that the trees' locations directly impact the facility improvement, and therefore have to be removed.

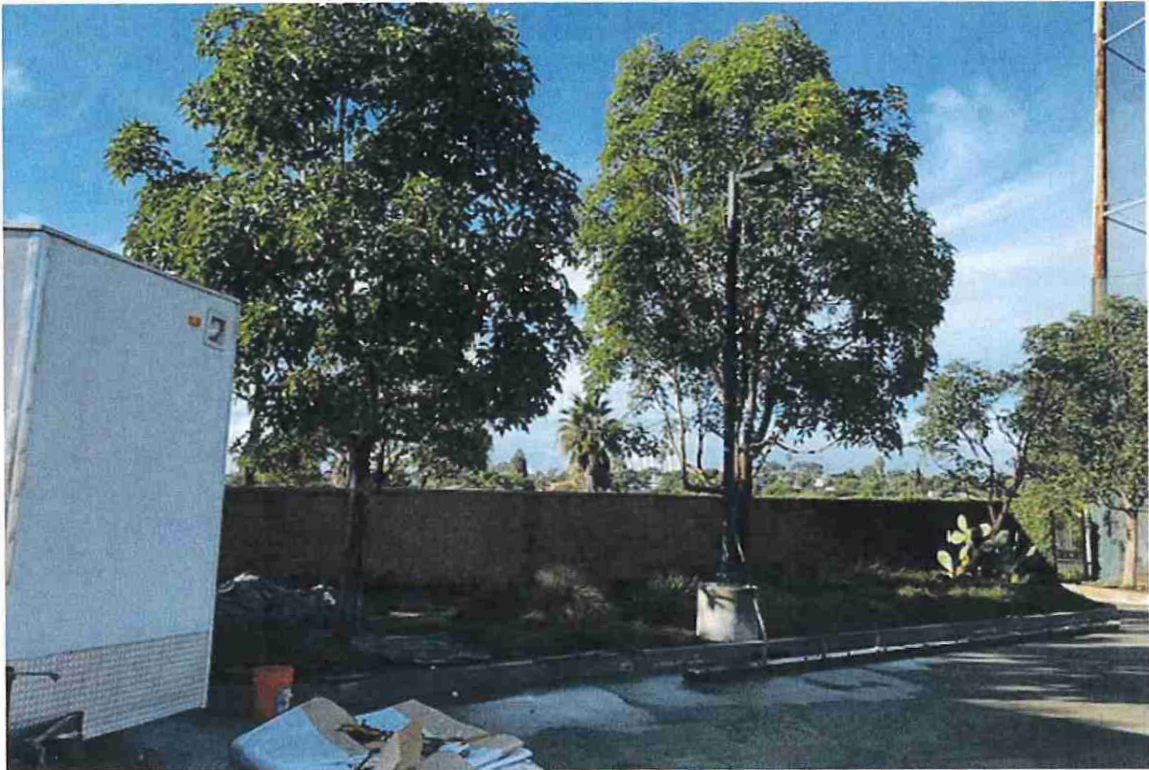
Recommendation: Remove the City tree in order to mitigate a potential liability.

Council Member:

Association:







Grecian Laurel / *Laurus nobilis*



- **Size:**
Height 15-25'; Spread 15-20'
- **Growth:**
Slow
- **Character:**
Evergreen; round form; dense canopy.
- **Foliage:**
Dark green, smooth, elliptic leaves, 2-4" long.
- **Flower:**
Small, yellow spring flowers in clusters.
- **Fruit:**
Male trees have no fruit; female trees have purple-black berries, 1/4" across, which form in fall and drop in winter.
- **Bark:**
Smooth, light gray bark darkens with age.
- **Watering:**
In general, 15-20 gallons per week for the first 2 years; 15-20 gallons twice a month for the 3rd year; as needed after 3 years (varies by soil, sun, and wind conditions).
- **Tree Care:**
High. Early pruning needed to train a good shape; pruning needed less frequently with age. Requires removal of suckers. Can require pest control.
- **Tolerance:**
Drought (once established), sandy or rocky soil, salt air, gusty or cold winds, smog, temperature extremes.
- **Special Considerations:**
Prefers sun and needs good drainage. Prone to suckering; big root crown; susceptible to thrips, psyllids, insects, aphids, scale, mealybugs, and powdery mildew in San Francisco. Minimum 4x4' basin encouraged.
- **Notable Traits:**
The aromatic, dried leaves can be used in cooking as a seasoning. Attracts birds.



NEWPORT BEACH FIRE DEPARTMENT

100 CIVIC CENTER DRIVE, P.O. BOX 1768, NEWPORT BEACH, CA 92660

PHONE: (949) 644-3355 WEB: www.newportbeachca.gov

JEFF BOYLES
Fire Chief

Nick Stocks, Acting Assistant Chief of Fire Operations
Newport Beach Fire Department
100 Avocado Ave
Newport Beach, Ca 92660

Parks, Beaches & Recreation Commission
David Granoff, Chair

December 12, 2019

Re: Removal of identified trees on Newport Beach Fire Station 7 Property

Dear Chair Granoff and Board of Commissioners:

The Newport Beach Fire Department would like to request the removal of four trees located on the property of Newport Beach Fire Station 7. The removal of these four trees will aide with facilitating the placement of new storage containers along with the removal of a single tree that is causing maintenance issues and damage to fire station building and property.

Three Trees Removed:

Newport Beach Fire Station 7 is located at 20401 SW Acacia St, Newport Beach, Ca 92660. The station is designated as our department training center and houses various tools, equipment and training props that are used during the course of the year. As training demands rise, the need for new equipment and training props arise. Currently, the Newport Beach Fire Department like many other departments are experiencing a shortage of places to store new materials. In an effort to address this storage issue, our Training Division has identified an area on the training grounds, behind station 7, to place storage containers. In order to facilitate the placement of the containers, three trees will need to be removed from a planter bed that runs adjacent to Mesa Drive. I have provided an aerial picture that identifies the three trees to be removed (Attachment A).

One Tree Removed:

The last tree we are requesting to be removed is located in the picnic area of the fire training grounds. I have provided an aerial picture that identifies the tree (Attachment

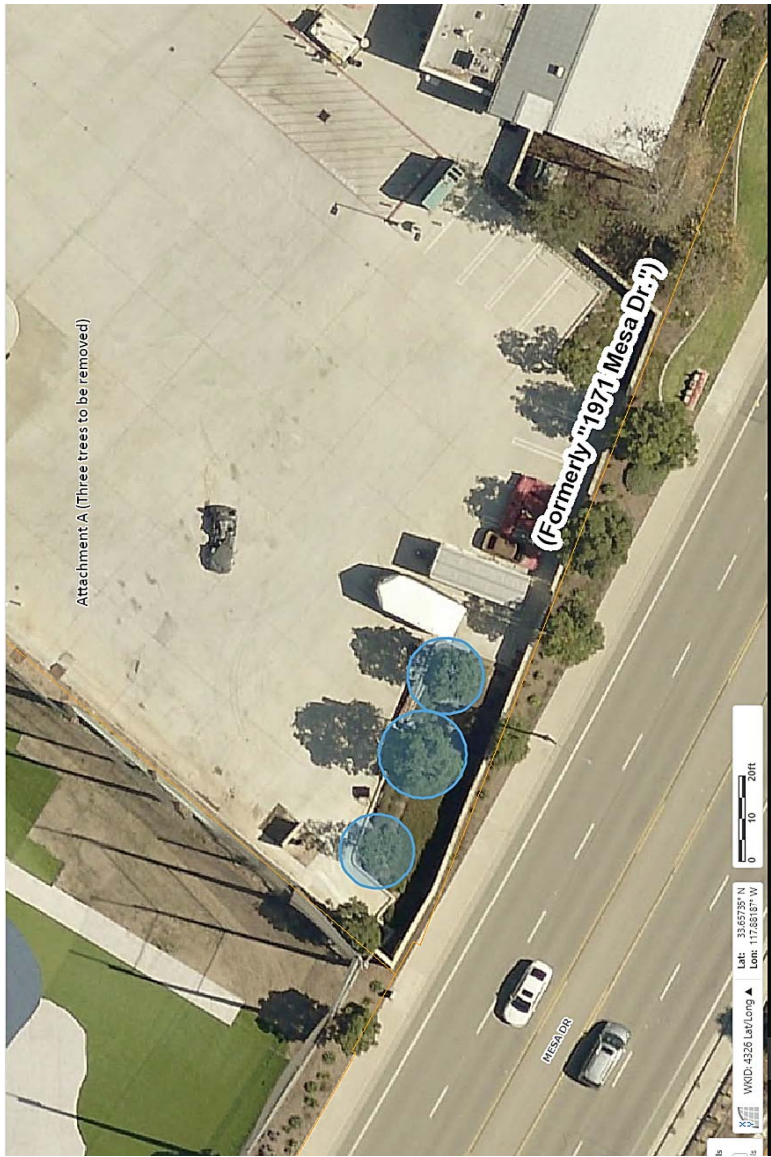
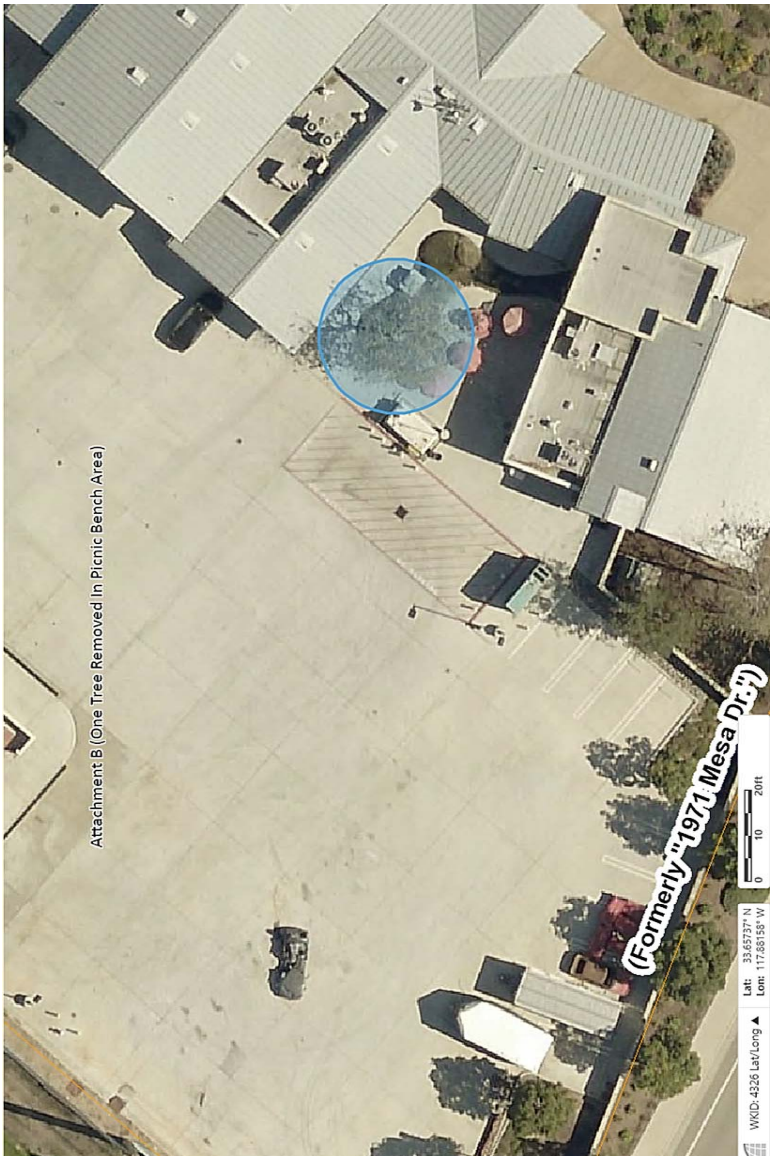
B). This tree that we are requesting to be removed is producing an excessive amount of leaves and seed droppings that have caused numerous accounts of clogging of the station rain gutters. The rain gutters have to be cleaned multiple times, and within a week they are full again. The leaves and seed droppings have caused damage to the picnic tables, including a branch that broke off damaged an umbrella in 2018. In addition, the concrete is now beginning to lift up due to the roots growing throughout the tree's planter.

If this tree is approved for removal, the fire department will work to identify another tree to be planted in its place that is more suitable for the given space.

The Newport Beach Fire Department is making this request with careful consideration and your consideration on this matter is greatly appreciated.

Respectfully,

Nick Stocks,
Acting Fire Assistant Chief of Fire Operations





NEWPORT BEACH

PB&R Commission Staff Report

Agenda Item **VI-D**
January 7, 2020

TO: Parks, Beaches & Recreation Commission

FROM: Public Works Department / Municipal Operations Division
Micah Martin, Deputy Public Works Director, Municipal Operations
949 644-3055, mmartin@newportbeachca.gov

TITLE: Monofilament Recycling Program

RECOMMENDATION:

Staff recommends that the PB&R Commission consider approving a Monofilament Recycling Program and recommend an agreement with Newport Landing and Davey's Locker to go to City Council for approval at a future meeting.

DISCUSSION:

Newport Landing and Davey's Locker Sportfishing and Whale watching wish to sponsor, construct, and maintain at least five fishing line (monofilament) recycling containers on the Balboa Pier in Newport Beach, in collaboration with La Mirada Environmental Club to help keep our wildlife, beaches, and piers clean and safe from improperly disposed fishing line. Berkely Fishing Inc. would receive and repurpose the collected monofilament to construct fish habitats for lakes in Iowa to help promote healthy fish populations.

The proposal is to erect at least five, 3' x 6" PVC fishing line containers, along with signage, at approved fishing locations on the Balboa Pier. The installation will be conducted by City Crews, and Volunteers will check the containers weekly for recycling content, and inspect monthly for any long term maintenance.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the PB&R Commission considers the item).

Attachments

- A – Agreement
- B – Letter of Intent

**MAINTENANCE/REPAIR SERVICES AGREEMENT
WITH NEWPORT LANDING SPORTFISHING, INC.
AND DAVEY'S LOCKER SPORTFISHING, INC. FOR
BALBOA PIER FISHING LINE RECYCLING STATIONS**

THIS MAINTENANCE/REPAIR SERVICES AGREEMENT ("Agreement") is made and entered into as of this 7th day of January, 2020 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and NEWPORT LANDING SPORTFISHING, INC. and DAVEY'S LOCKER SPORTFISHING, INC., a California corporation, collectively known as Contractor ("Contractor"), whose address is Newport Landing: 309 Palm Street, Suite A, Newport Beach, CA 92661, Davey's Locker: 400 Main Street, Newport Beach, CA 92661, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to perform monofilament recycling maintenance and/or repair services for City ("Project").
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance and/or repair services described in this Agreement.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2023, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Contractor shall diligently perform all the maintenance, recycling and repair services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work") and provide monofilament recycling containers and associated metal signage (hereinafter referred to as "Products") as specified in Exhibit A. As a material inducement to City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contractor is experienced in performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow community professional standards with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar

circumstances, in performing the Work required hereunder, and that all materials will be of good quality.

2.2 Contractor shall perform all Work required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary for the Project.

2.3 Contractor shall provide all tangible items and perform all the services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used under reasonably competent practitioners of the same discipline under similar circumstances and that all materials will be of good quality.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Contractor to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Contractor's control.

3.4 For all time periods not specifically set forth herein, Contractor shall respond in the most expedient and appropriate manner under the circumstances, by fax, hand-delivery or mail.

3.5 Force Majeure. The time period(s) specified in Exhibit "A" for performance of services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor shall within ten (10) days of the commencement of such delay notify City in writing of the cause of the delay. City shall ascertain the facts and extent of delay, and extend the time for performing the services for the period of the enforced delay when

and if in the judgment of the City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

4. COMPENSATION TO CONTRACTOR

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Zero Dollars and 00/100 (\$0.00)**, without prior written amendment to the Agreement.

4.2 Contractor shall provide City with a minimum fourteen (14) days' notice of its dates of installation to enable the City to prepare the installation sites for the Products in accordance with the instructions of Contractor. The City shall complete site preparation prior to the date of installation of the Products, and the site shall thereafter be available for inspection and approval. All costs and expenses related to the site preparation shall be at the sole expense of City.

4.3 Extra Work. Contractor shall not receive any compensation for Extra Work without the prior written authorization of the City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project, but which is not included in the Purchase Price as specified in Exhibit "A", and which parties did not reasonably anticipate would be necessary.

5. PROJECT MANAGER

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Jessica Roame to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Public Works Director or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Contractor's Work schedule.

8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Contractor certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws and legally recognized professional standards.

8.3 Contractor represents and warrants to City that it has, shall obtain and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. RESPONSIBILITY FOR DAMAGES OR INJURY

9.1 City and all officers, employees and representatives thereof and all persons and entities owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project and/or Services by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project and/or Services, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in

this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with Contractor on the Project.

12. CITY POLICY

Contractor shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Contractor is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Contractor shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the

subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. RECORDS

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

20. WITHHOLDINGS

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

21. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

City reserves the right to employ other contractors in connection with the Project.

22. CONFLICTS OF INTEREST

22.1 Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

22.2 If subject to the Act and/or Government Code §§ 1090 et seq., Contractor shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

23. NOTICES

23.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

23.2 All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Public Works Director
Public Works Department
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

23.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Jessica Roame, Marine Education Programs Manager
Newport Landing Sportfishing, Inc. and Davey's Locker Sportfishing, Inc.
309 Palm Street, Suite A
Newport Beach, CA 92661

24. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Contractor shall be required to file any claim Contractor may have

against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

25. TERMINATION

25.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

25.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

26. EFFECT OF CONTRACTOR'S EXECUTION

Execution of this Agreement by Contractor is a representation that Contractor has visited the Project site(s), has become familiar with the local conditions under which the work is to be performed, and has taken into consideration these factors in submitting its Project proposal and Scope of Work.

27. WARRANTY

27.1 Contractor warrants to City that all Products to be delivered hereunder will be free from defects in material or workmanship and will be of the kind and quality designated or specified by Contractor in Exhibit "A". The warranty shall apply only to defects appearing within two years from the date of final acceptance by City for hardware products not manufactured by the Contractor, and two years from the date of final acceptance by City for hardware products manufactured by Contractor. If Contractor installs the Products and associated hardware and materials, or supplies technical directions of installation by Agreement, the warranty period shall run from the date of final acceptance of installation by City, provided same is not unreasonably delayed by City.

27.2 If Contractor-manufactured equipment delivered hereunder does not meet the above warranty, and if City promptly notifies Contractor in writing, Contractor shall thereupon correct any defect, including non-conformance with the specifications, either (at its option) by repairing any defective or damaged parts of the equipment, or by making available any necessary replacement parts, delivered and installed without additional charge to City within seven (7) working days. City will return the defective product to Contractor, at Contractor's expense. Contractor shall repair or replace the defective item and return it to City, shipping costs prepaid. Contractor shall perform any necessary testing, hardware and equipment

removal, repair, replacement, certification, and installation at no cost to the City during the warranty period, using Contractor's equipment.

27.3 The foregoing warranty is exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. Contractor does not warrant any equipment of other manufacture designated by City.

28. REPRESENTATIONS

28.1 Non-infringement. Contractor represents that to the best of its knowledge the technology embodied in the products sold herein does not infringe upon a United States patent or United States copyright in effect as of the Effective Date.

28.2 Authority. Each party represents as follows: (a) that it has full power and authority to execute, deliver and perform its obligations under this Agreement; (b) that there are no actions, proceedings or investigations, pending or, to the best of each party's knowledge, threatened against such party which may in any manner whatsoever materially affect the enforceability of this Agreement or the rights, duties and obligations of the parties hereunder; and (c) that the execution, delivery and performance of this Agreement will not constitute a breach or default under any agreement, law or court order under which such party is a party or may be bound or affected by or which may affect the rights, duties and obligations hereunder.

28.3 No Other Representations. Each party acknowledges and agrees that it is relying on no representation of the other party except as expressly set forth herein.

29. CONFIDENTIAL INFORMATION.

29.1 Confidential Information. In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or confidential information owned or controlled by the other party and such information may contain proprietary details and disclosures. All information and data identified in writing as proprietary or confidential by either party ("Confidential Information") and so acquired by the other party or its employees or agents under this Agreement or in contemplation thereof shall be and shall remain the disclosing party's exclusive property. The recipient of Confidential Information shall use all reasonable efforts (which in any event shall not be less than the efforts the recipient takes to ensure the confidentiality of its own proprietary and other confidential information) to keep, and have its employees and agents keep, any and all Confidential Information confidential, and shall not copy, or publish or disclose it to others, nor authorize its employees, agents or anyone else to copy or disclose it to others, without the disclosing party's written approval; nor shall the recipient make use of the Confidential Information except for the purposes of executing its obligations hereunder, and (except as provided for herein) shall return the Confidential Information and data to the first party at its request. The City's duty to maintain confidentiality as described hereunder shall be subject to the laws of the State of California.

29.2 Excluded Information. The foregoing conditions will not apply to information or data which is, or which becomes generally known to the public by publication or by any means other than a breach of duty on the part of the recipient hereunder, is information previously known to the recipient, is information independently developed by or for the recipient or is information generally released by the owning party without restriction.

29.3 Right to Injunctive Relief. Because of the unique nature of the Confidential Information, the parties agree that each party may suffer irreparable harm in the event that the other party fails to comply with any of its obligations under this Section, and that monetary damages may be inadequate to compensate either party for such breach. Accordingly, the parties agree that either party will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Section.

30. LABOR

30.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

30.2 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

30.3 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

30.4 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

31. STANDARD PROVISIONS

31.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

31.2 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

31.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

31.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

31.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

31.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

31.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

31.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

31.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

31.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

31.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

31.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**
Date: _____

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: _____
Aaron C. Harp
City Attorney

By: _____
Will O'Neill
Mayor

ATTEST:
Date: _____

**CONTRACTOR: NEWPORT LANDING
SPORTFISHING, INC.,** a California
corporation
Date: _____

By: _____
Leilani I. Brown
City Clerk

By: _____
James E. Watts
Chief Executive Officer
Date: _____

By: _____
Pamela D. Watts
Secretary

**CONTRACTOR: DAVEY'S LOCKER
SPORTFISHING, INC.,** a California
corporation
Date: _____

By: _____
Donald Brockmad
Chief Executive Officer
Date: _____

By: _____
Pamela D. Watts
Chief Financial Officer

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Materials & Installation

Newport Landing Sportfishing and Davey's Locker Sportfishing, Inc., collectively, shall provide the following:

- Minimum five (5) fishing line (monofilament) recycling containers placed on Balboa pier
 - Dimensions to be 3' x 6"
 - Constructed of PVC (See attached)
 - Decals notating that the containers are for recycling fishing line
- Associated metal signage (minimum five (5) signs)
 - Signs to contain Davey's Locker and Newport Landing Logos (and City Logo at City's request)
 - Signage to display Program Administrator contact information:
 - Jessica Roame, number: 949-675-0551, x118
 - Available Tuesday-Saturday 9am-5:30pm

City of Newport Beach shall:

- Install recycling containers and related signage on the Balboa Pier per City approved methods/standards

Maintenance and Recycling

Newport Landing Sportfishing and Davey's Locker Sportfishing, Inc., collectively, shall provide the following:

- Maintain each recycling container and recycle all monofilament fishing line contained within each container
 - Maintenance includes, but it not necessarily limited to:
 - Weekly review of each container for contents and capacity
 - Removal of monofilament line

- Monthly inspection for condition
 - Objects, debris, hooks, lures, weights or any other materials not able to be recycled shall be disposed of properly
- Recycle all monofilament fishing line in accordance with all relevant federal, state and local guidelines

Replacements

Receptacles:

- If at any time during the course of weekly maintenance or monthly inspections, a receptacle is found to be damaged/irreparable and in need of replacement, Newport Landing/Davey's Locker shall provide to City a replacement receptacle for installation by City.

Signage:

- If at anytime during the course of weekly maintenance or monthly inspections, or if a call or complaint is received regarding a damaged sign, Newport Landing/Davey's Locker shall provide to City replacement signage and coordinate with City the removal and replacement of such sign.
- Signs shall be updated when information becomes outdated and replacements shall be provided with updated information provided to City for installation.

EXHIBIT B

SCHEDULE OF BILLING RATES

BALBOA PIER FISHING LINE RECYCLING STATIONS

Materials and installation of fishing line recycling containers and signage:	N/A No Charge
Maintenance and Recycling:	N/A No Charge
Replacements:	N/A No Charge

EXHIBIT C

INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.

- A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement.

- B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01

covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
 - A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement shall be included as insureds under such policies.
 - C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
 - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
 - A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be

kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor sixty (60) calendar days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
- C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
- H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City 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 City.
- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Jessica Roame
949-675-0551x118
Marine Education Programs Manager
309 Palm St.
Suite A
Newport Beach, CA 92661



To whom it may concern,

Fishing line is not biodegradable and can remain in the environment for over 600 years. It can entangle and kill wildlife, and cause boat damage. Even when we dispose the line in trash bins, it still goes into the landfill which creates the same hazards for wildlife, unless it's cut into smaller pieces. One solution to this problem is to have recycling containers available to fishermen to properly discard their used line. The California Division of Boating and Waterways and the California Coastal Commission's Boating Clean and Green program, and the Boat U.S. Foundation have placed containers at many locations throughout the state.

Newport Landing and Davey's Locker Sportfishing and Whale watching wish to sponsor, construct, and maintain at least five fishing line (monofilament) recycling containers on the Balboa Pier in Newport Beach, CA in collaboration with Samatha Tan & La Mirada Environmental Club to help keep our wildlife, beaches, and piers clean and safe. Berkely Fishing, who we send our monofilament to recycle, will then use our discarded line to construct fish habitats for lakes in Iowa to help promote healthy fish populations.

Our plan is to erect at least five, 3' x 6" PVC fishing line containers at prominent fishing locations along the Balboa Pier, along with signage. Please see diagram attached for locations. Stickers notating the containers are for recycling line will be placed on the containers. Metal signs will be placed nearby to also indicate their use, along with Davey's Locker and Newport Landing's logo showing that they are sponsored by our company.

The attachment to the Balboa Pier can be modified to allow for non-invasive attachment. And we plan to check the containers weekly for recycling content, and inspect monthly for any maintenance long term. We anticipate volunteers from local high schools, youth groups such as Boy Scouts of America and Girl Scouts of Orange County to assist with the expansion and collection efforts to other areas such as 'M Street' and the Newport Beach Pier.

We appreciate your time in considering our request to keep Newport Beach a more green and clean city.

Kind regards,

Jessica Roame
Marine Education Programs Manager
309 Palm St.
Suite A
Newport Beach, CA 92661

Our monofilament recycling is collected onsite at Davey's Locker & Newport Landing Sportfishing in collection bins and shipped to Berkley Conservation Institute for recycling.



Recycled monofilament is then turned into 'Fish Habitats' that are placed in lakes in Iowa as 'artificial reefs' to promote healthy fish stocks and increase populations



Examples of monofilament recycling containers in other locations around the country



Sign we will affix with Davey's
Locker & Newport Landing
Sportfishing Logo



Stickers for recycling containers



Line recycling site proposals for the Balboa Pier in Newport Beach, CA



Site #1



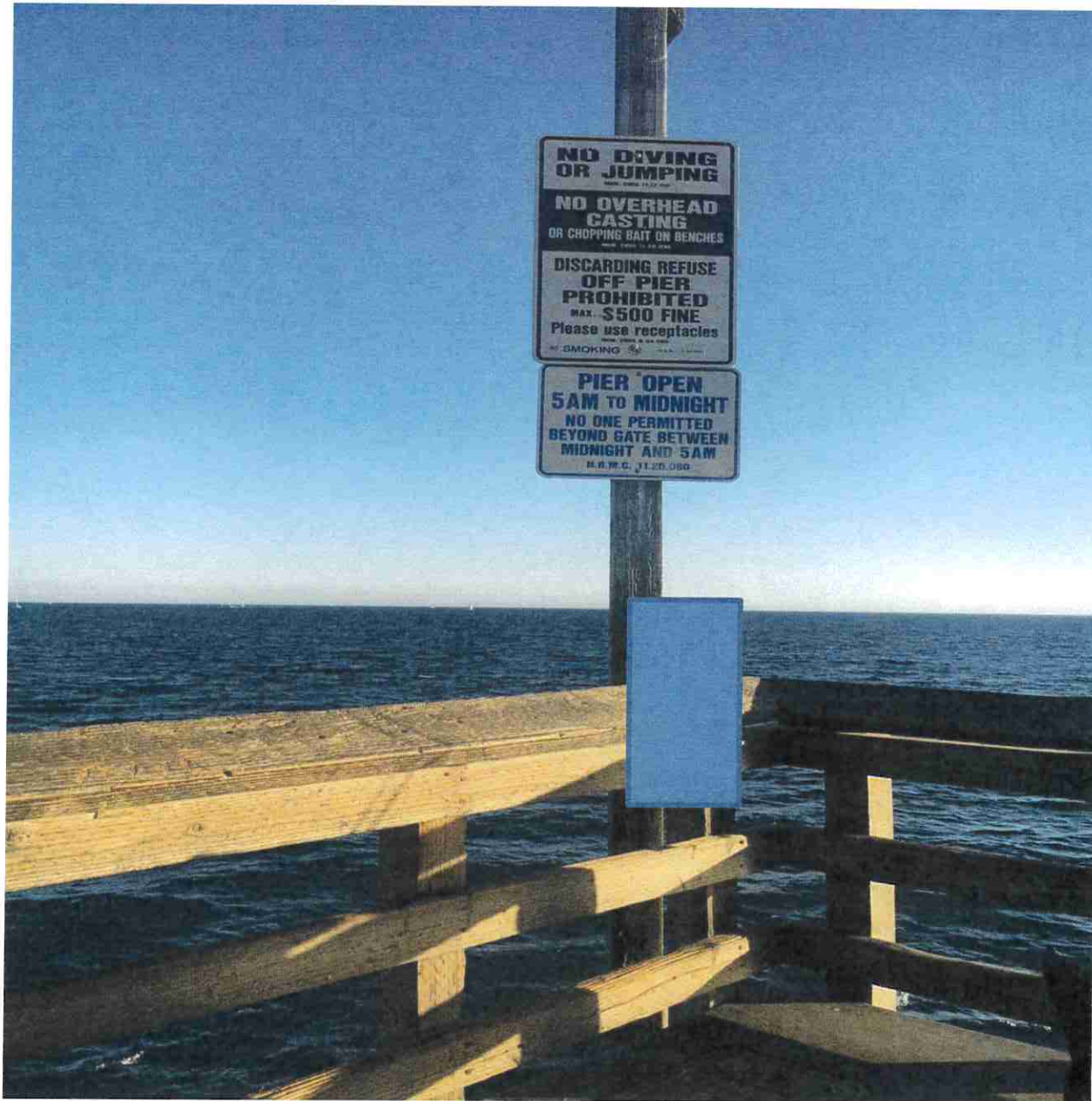
Site #2



Site #3



Site #4



Site #5

