

# Martinez Community Foundation

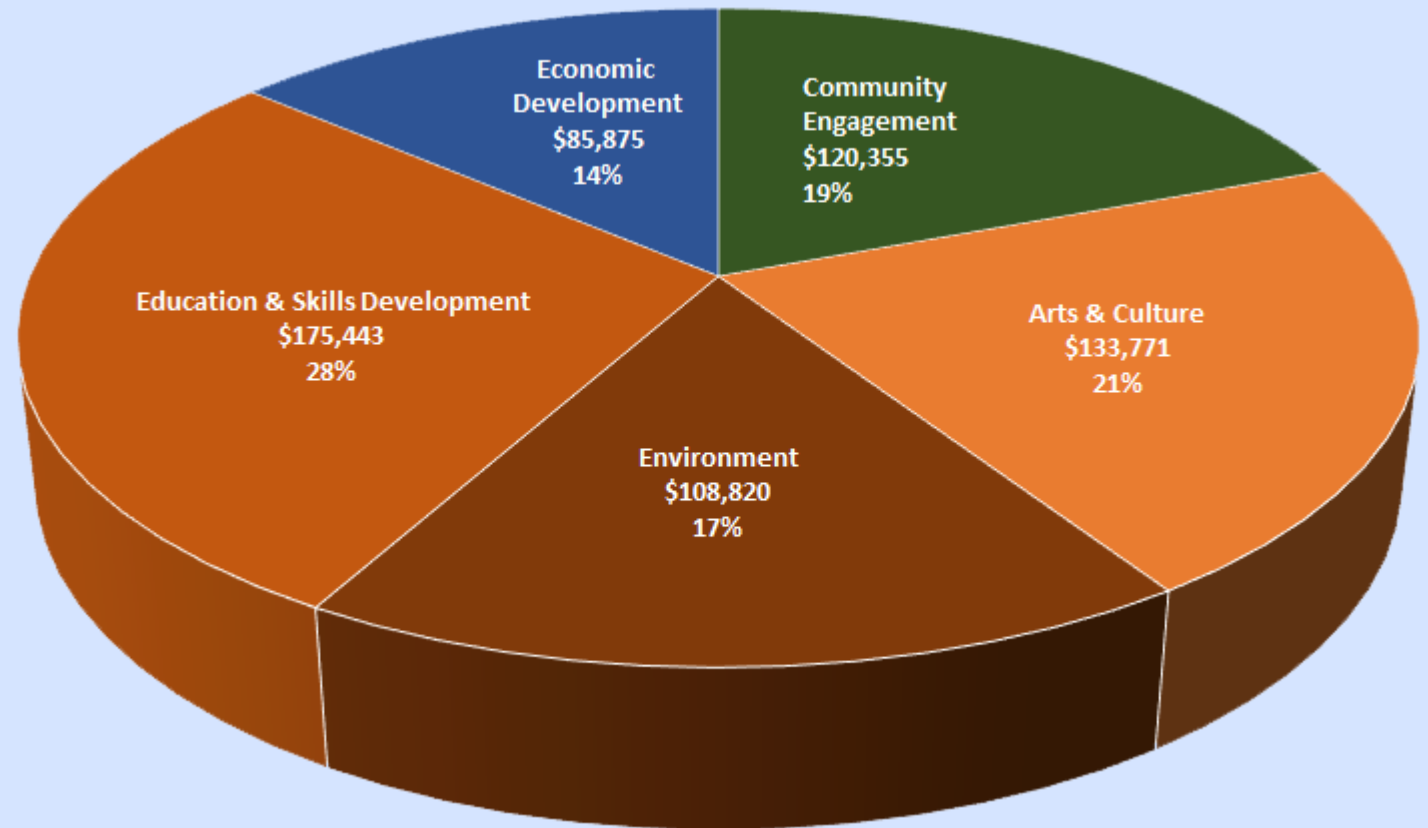
# Martinez Community Foundation

- Founded in 1993 with funds from Rhône-Poulenc following 1992 incident.
- Mission: Promote, champion, and enhance an equitable and sustainable quality of life for the people of Martinez.
- Focus Areas:
  - Community Engagement
  - Environmental Quality
  - Arts & Culture
  - Economic Opportunity
  - Education & Skills Development

# Over \$624,000 provided since 1993

Projects and Organizations funded  
include:

- Campbell Theater
- Martinez Art Gallery
- Martinez Chamber of Commerce
- Boys and Girls Club of Contra Costa
- Food Bank of Contra Costa and Solano
- John Muir Association
- Loaves and Fishes
- Main Street Martinez
- Martinez Historical Society
- Meals on Wheels
- Assistance League of Diablo Valley
- Worth a Dam
- RES Success
- New Leaf Collaborative
- K-Rails
- Las Juntas Elementary Pandemic Art Supplies



# Delivering on the Promise of a Community Foundation

- Funding
- Community Input
- Bridge Building
- Accessibility
- Fundraising
- Visibility

# MCF Revamp

- New Board Members
  - Tania Brugger
  - Marta Van Loan
  - Stephen Andrews
  - Suzanne Chapot
  - Lucinda Cartwright
  - Laura Philpot
- New Website
  - *Thank you Eric Akeson!*
- New Grant Methodology



# 2024 Grant Process

- *Transparency*
  - *Grant proposal scoring rubric available on website*
- *Collaboration and Cooperation*
  - *Rubric incentivizes collaboration among multiple organizations*
- *Impact*
  - *Designed to provide deeper impact*
- *Sustainability*
  - *Designed to promote longevity of impact*



# *Building Community from the Ground Up*

\$20,000 Grant for a New or Existing  
Community Garden in Martinez

Focusing on  
Demonstration, Education, Production

- Edible fruits and vegetables
- Green or food waste compost
- Biodiversity, native plant communities, wetlands
- Fire safe, low water use, soil conserving landscape practices
- Air, water, and soil testing methods promoting safe gardening



# 2024 Grant Workshop

- April 24, 2024
- 9:30 AM to 12:00 PM
- Martinez Yacht Club
- Tickets available Free on [Eventbrite](#)



# Delivering on the Promise

- Promoting quality of life for Martinez
- Building Bridges
- Fostering Collaboration
- A Foundation for the Community

# Contact Us

Martinez Community Foundation

PO Box 798

Martinez, CA 94553

[www.martinezcommunityfoundation.org](http://www.martinezcommunityfoundation.org)

(925) 372-6286

[Staff@martinezcommunityfoundation.org](mailto:Staff@martinezcommunityfoundation.org)



**City of Martinez  
City Council Meeting  
Water Utility Financial Plan Study  
and Recommended Water Rates**

---

April 17, 2024



- Ensuring safe, reliable & sustainable water is a core function of the City.
- Challenge: Meet current regulations, while planning ahead to address an aging water treatment and distribution system.
- Periodic reviews and adjustments are critical to achieving this.





- A study was conducted this year to evaluate our revenue requirements for the water enterprise.
- Prior to 2024, the last study was completed in 2019 resulting in increases of approximately 9% each year for 5 years.
- In order to meet our revenue requirement for the next 5 years, we are proposing annual increases of approximately 6% for the next 5 years.



# Proposed Capital Improvement Program (CIP)



	FY23	Projected						Future FY30	Future FY31	Total FY24-FY29
		FY24	FY25	FY26	FY27	FY28	FY29			
Annual Water Supply and Demand Assessment	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Annual Water GIS Updates	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	120,000
Water Main Replacement	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,200,000	2,400,000	2,600,000	2,800,000	12,600,000
Thomas Hill Reservoir Foundation Repair	300,000	2,000,000								2,000,000
Howe Road Pump Stations Improvements	300,000									0
St. Mary's Pump Station Modifications	400,000									0
Clearwell Seismic Retrofit		500,000								500,000
Arnold Drive Pump Station Replacement		2,000,000								2,000,000
Water Treatment Plant Master Plan		200,000								200,000
Zone 2 and Zone 3 Service Area Conversion Study		75,000								75,000
Water Treatment Plant Settled Water Contacts/Miscellaneous			250,000							250,000
AWIA RRA/ERP Update			200,000							200,000
Urban Water Management Plan			100,000					100,000		100,000
Reservoir Seismic Improvement and Renovations First Tier				3,400,000						3,400,000
Reservoir Seismic Improvement and Renovations Second Tier					3,500,000	3,500,000				7,000,000
Muir Oaks Tank and Hydropneumatics Replacement							3,500,000	3,500,000		3,500,000
Reservoir Seismic Improvements and Renovations Third Tier							600,000			600,000
Reserve for FY28 and Onward						1,000,000	1,100,000	1,200,000	1,300,000	2,100,000
<b>Total</b>	<b>3,050,000</b>	<b>6,825,000</b>	<b>2,600,000</b>	<b>5,450,000</b>	<b>5,550,000</b>	<b>6,750,000</b>	<b>7,650,000</b>	<b>7,450,000</b>	<b>4,150,000</b>	<b>34,825,000</b>

Note: Values for FY23 - FY27 are from the list of CIP projects in the current (FY24) budget. Values for FY28 and onward are estimated.



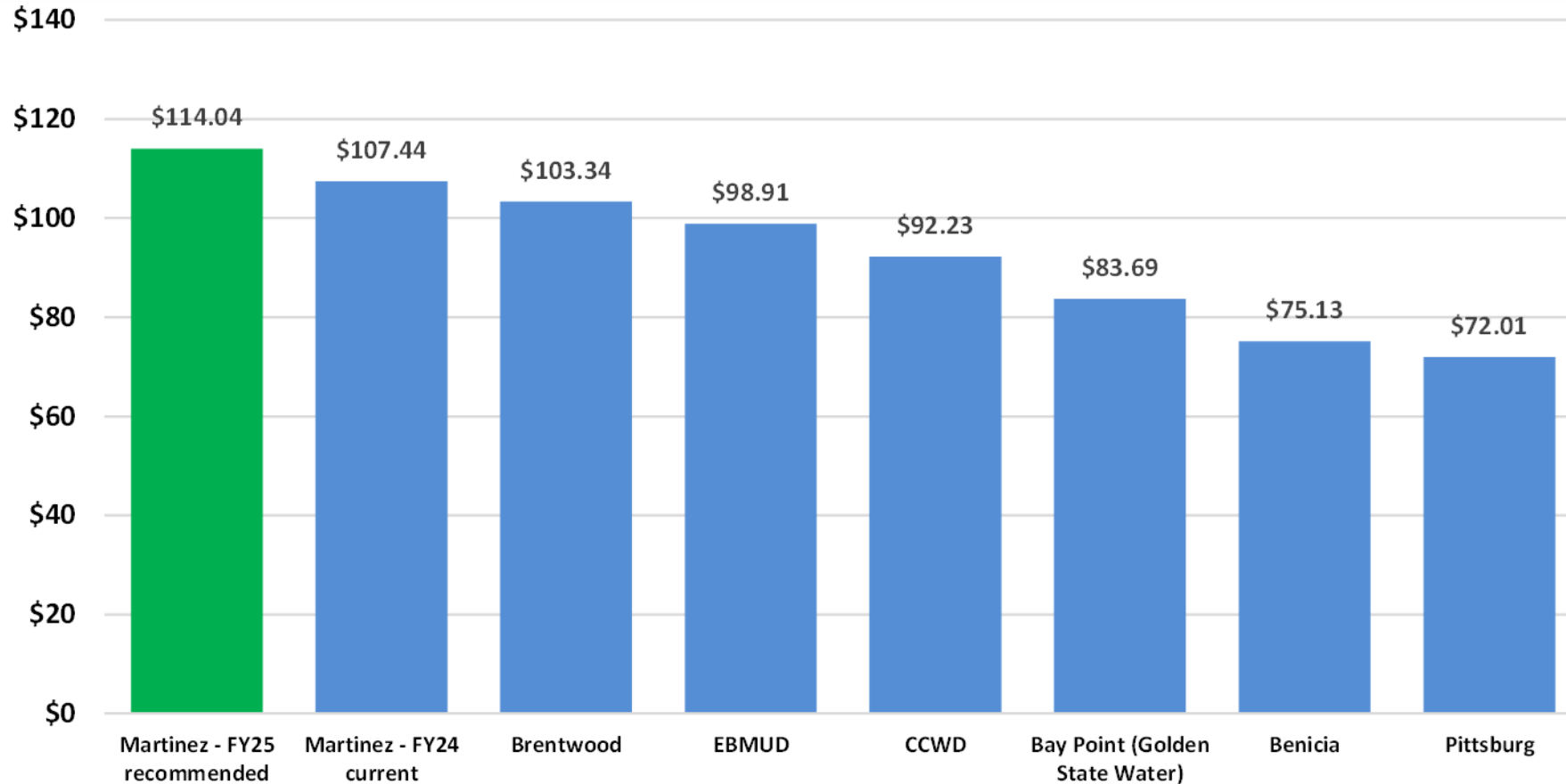
# Current and Recommended Quantity Rates



**Current FY23, Adopted FY24, and Recommended FY25-FY29 Water Rates and Charges**

	Adopted		Recommended					Adopted		Recommended				
	Current	Increases						Increases						
	Effective date > Fiscal Years >	1/1/2023 FY23	1/1/2024 FY24	1/1/2025 FY25	1/1/2026 FY26	1/1/2027 FY27	1/1/2028 FY28	1/1/2029 FY29	FY23- FY24	FY24- FY25	FY25- FY26	FY26- FY27	FY27- FY28	FY28- FY29
	% increase >	varies		6.0%	6.0%	6.0%	6.0%	6.0%						
<b>Quantity Rates by Zone, \$/hcf</b>														
Zone I (0-150 ft.)	\$6.74	\$7.43	\$7.88	\$8.35	\$8.85	\$9.38	\$9.94	10.2%	6.1%	6.0%	6.0%	6.0%	6.0%	
Zone II (>150 -300 ft.)	\$6.97	\$7.66	\$8.12	\$8.60	\$9.12	\$9.67	\$10.25	9.9%	6.0%	5.9%	6.0%	6.0%	6.0%	
Zone III (>300 - 450 ft.)	\$7.13	\$7.83	\$8.30	\$8.80	\$9.33	\$9.89	\$10.48	9.8%	6.0%	6.0%	6.0%	6.0%	6.0%	
Zone IV (>450 ft.)	\$7.38	\$8.09	\$8.58	\$9.09	\$9.64	\$10.22	\$10.83	9.6%	6.1%	5.9%	6.1%	6.0%	6.0%	
<b>Meter Charges, \$/two months</b>														
5/8-inch Lifeline	\$44.25	\$48.00	\$51.00	\$54.00	\$57.00	\$60.00	\$64.00	8.5%	6.3%	5.9%	5.6%	5.3%	6.7%	
5/8-inch Full Rate	\$88.50	\$96.00	\$102.00	\$108.00	\$114.00	\$121.00	\$128.00	8.5%	6.3%	5.9%	5.6%	6.1%	5.8%	
1-inch with fire service	\$115.50	\$125.00	\$133.00	\$141.00	\$149.00	\$158.00	\$167.00	8.2%	6.4%	6.0%	5.7%	6.0%	5.7%	
1-inch	\$152.50	\$165.00	\$175.00	\$186.00	\$197.00	\$209.00	\$222.00	8.2%	6.1%	6.3%	5.9%	6.1%	6.2%	
1 1/2-inch	\$259.00	\$281.00	\$298.00	\$316.00	\$335.00	\$355.00	\$376.00	8.5%	6.0%	6.0%	6.0%	6.0%	5.9%	
2-inch	\$388.00	\$420.00	\$450.00	\$480.00	\$510.00	\$540.00	\$570.00	8.2%	7.1%	6.7%	6.3%	5.9%	5.6%	
3-inch	\$730.00	\$790.00	\$840.00	\$890.00	\$940.00	\$1,000.00	\$1,060.00	8.2%	6.3%	6.0%	5.6%	6.4%	6.0%	
4-inch	\$1,114.00	\$1,206.00	\$1,280.00	\$1,360.00	\$1,440.00	\$1,530.00	\$1,620.00	8.3%	6.1%	6.3%	5.9%	6.3%	5.9%	
6-inch	\$2,180.00	\$2,360.00	\$2,500.00	\$2,650.00	\$2,810.00	\$2,980.00	\$3,160.00	8.3%	5.9%	6.0%	6.0%	6.0%	6.0%	
8-inch	\$3,890.00	\$4,210.00	\$4,460.00	\$4,730.00	\$5,010.00	\$5,310.00	\$5,630.00	8.2%	5.9%	6.1%	5.9%	6.0%	6.0%	
10-inch	\$6,240.00	\$6,760.00	\$7,170.00	\$7,600.00	\$8,060.00	\$8,540.00	\$9,050.00	8.3%	6.1%	6.0%	6.1%	6.0%	6.0%	
12-inch	\$9,230.00	\$9,990.00	\$10,590.00	\$11,230.00	\$11,900.00	\$12,610.00	\$13,370.00	8.2%	6.0%	6.0%	6.0%	6.0%	6.0%	
<b>Private Fire Protection Service Charges, \$/two months</b>														
2-inch or smaller	\$145.00	\$157.00	\$166.00	\$176.00	\$187.00	\$198.00	\$210.00	8.3%	5.7%	6.0%	6.3%	5.9%	6.1%	
3-inch	\$289.00	\$313.00	\$332.00	\$352.00	\$373.00	\$395.00	\$419.00	8.3%	6.1%	6.0%	6.0%	5.9%	6.1%	
4-inch	\$451.00	\$488.00	\$517.00	\$548.00	\$581.00	\$616.00	\$653.00	8.2%	5.9%	6.0%	6.0%	6.0%	6.0%	
6-inch	\$901.00	\$976.00	\$1,030.00	\$1,090.00	\$1,160.00	\$1,230.00	\$1,300.00	8.3%	5.5%	5.8%	6.4%	6.0%	5.7%	
8-inch	\$1,630.00	\$1,760.00	\$1,870.00	\$1,980.00	\$2,100.00	\$2,230.00	\$2,360.00	8.0%	6.3%	5.9%	6.1%	6.2%	5.8%	
10-inch	\$2,620.00	\$2,830.00	\$3,000.00	\$3,180.00	\$3,370.00	\$3,570.00	\$3,780.00	8.0%	6.0%	6.0%	6.0%	5.9%	5.9%	
12-inch	\$3,880.00	\$4,200.00	\$4,450.00	\$4,720.00	\$5,000.00	\$5,300.00	\$5,620.00	8.2%	6.0%	6.1%	5.9%	6.0%	6.0%	
<b>Backflow Prevention Program Charges, \$/two months</b>														
1/2 or 3/4-inch	\$38.00	\$39.00	\$41.00	\$43.00	\$46.00	\$49.00	\$52.00	2.6%	5.1%	4.9%	7.0%	6.5%	6.1%	
1-inch	\$38.00	\$39.00	\$41.00	\$43.00	\$46.00	\$49.00	\$52.00	2.6%	5.1%	4.9%	7.0%	6.5%	6.1%	
1 1/4 and 1 1/2-inch	\$60.00	\$62.00	\$66.00	\$70.00	\$74.00	\$78.00	\$83.00	3.3%	6.5%	6.1%	5.7%	5.4%	6.4%	
2-inch	\$60.00	\$62.00	\$66.00	\$70.00	\$74.00	\$78.00	\$83.00	3.3%	6.5%	6.1%	5.7%	5.4%	6.4%	
2 1/2-inch	\$79.00	\$81.00	\$86.00	\$91.00	\$96.00	\$102.00	\$108.00	2.5%	6.2%	5.8%	5.5%	6.3%	5.9%	
3-inch	\$96.00	\$99.00	\$105.00	\$111.00	\$118.00	\$125.00	\$133.00	3.1%	6.1%	5.7%	6.3%	5.9%	6.4%	
4-inch	\$101.00	\$104.00	\$110.00	\$117.00	\$124.00	\$131.00	\$139.00	3.0%	5.8%	6.4%	6.0%	5.6%	6.1%	
6-inch	\$156.00	\$160.00	\$170.00	\$180.00	\$191.00	\$202.00	\$214.00	2.6%	6.3%	5.9%	6.1%	5.8%	5.9%	
8-inch	\$205.00	\$211.00	\$224.00	\$237.00	\$251.00	\$266.00	\$282.00	2.9%	6.2%	5.8%	5.9%	6.0%	6.0%	
10-inch	\$245.00	\$251.00	\$266.00	\$282.00	\$299.00	\$317.00	\$336.00	2.4%	6.0%	6.0%	6.0%	6.0%	6.0%	

# Single Family Monthly Water Bills Survey



*Monthly bills are for a 3/4 or 1/2-inch meter service - except Brentwood and EBMUD which are 1-inch - and 8 HCF water use in similar pressure zones*



01

## Lifeline

Provides a service charge reduction in the amount of 50 percent of their monthly bill. The General Fund allocates \$28,000 each year to support this program. There were 94 households served in 2023.

02

## Low Income Household Water Assistance Program

Provides coverage for up to \$2,000 for rate payers who are past due on their bills. There were 16 households that received support through this program in calendar year 2023, which paid for 54 bills totaling about \$10,000

03

## Water Arrearage Program

There are 274 accounts with delinquent bills totaling \$88,693.43, which occurred between July 16, 2021 to December 31, 2022. These delinquent bills will be paid by the State of California through its Water Arrearage Program. This program is no longer available but was offered during the pandemic to provide relief to people in need





- A written notice sent to every property owner
- Must convey the proposed fee, the basis for the calculation, the reason for the fee, and the date, time, and location of the public hearing
- Public Hearing held no sooner than 45 days of noticing
- Protests must be written & signed
- 50%+1 of all owners



# Recommendation



Conduct a Public Hearing and take action on approving a resolution prescribing an increase of the City's Water System Service Rates for Fiscal Years 2024-25 through 2028-29 and make findings that the action is statutorily exempt pursuant to Public Resources Code Section 21080(b)(8) and CEQA Guidelines Section 15273(a) since the fees being established are for the purposes of meeting operating expenses and direct staff to amend Section 14, Schedule of Fees and Rates, of the Regulations Governing Water Service for the City of Martinez Water System prior to the January 1, 2025 rate implementation date



CONTRA COSTA  
**HEALTH**



[cchealth.org](https://cchealth.org)

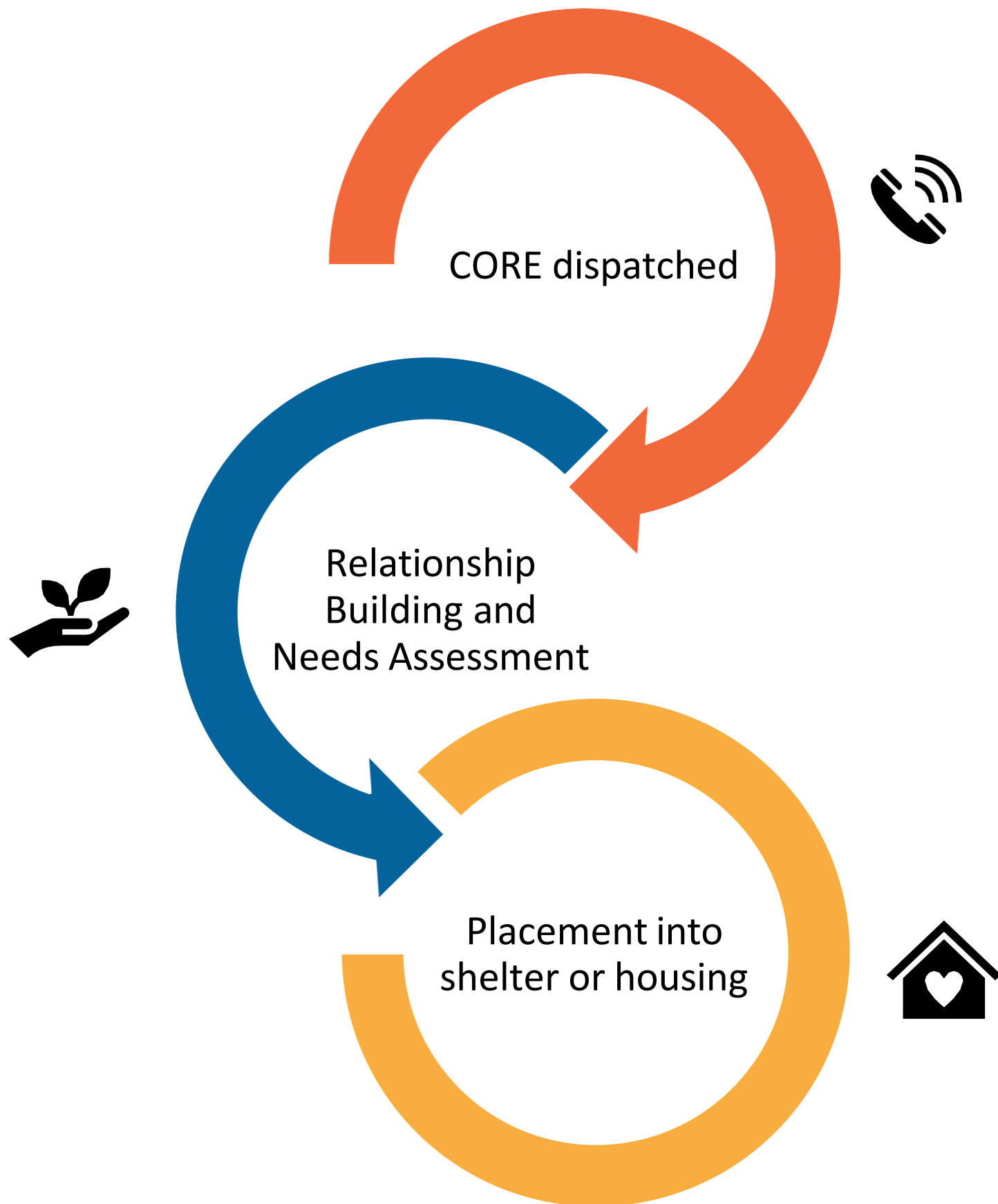
# Martinez City Council

**CORE Outreach  
Quarter 3 report**

**Fadi Elhayek, ASW  
CORE Program Director**

April 17th, 2024









# Quarter 3 Highlights



244 Martinez PD dispatch calls diverted



Chamber of Commerce In-Service provided April 11th



96 unhoused people served



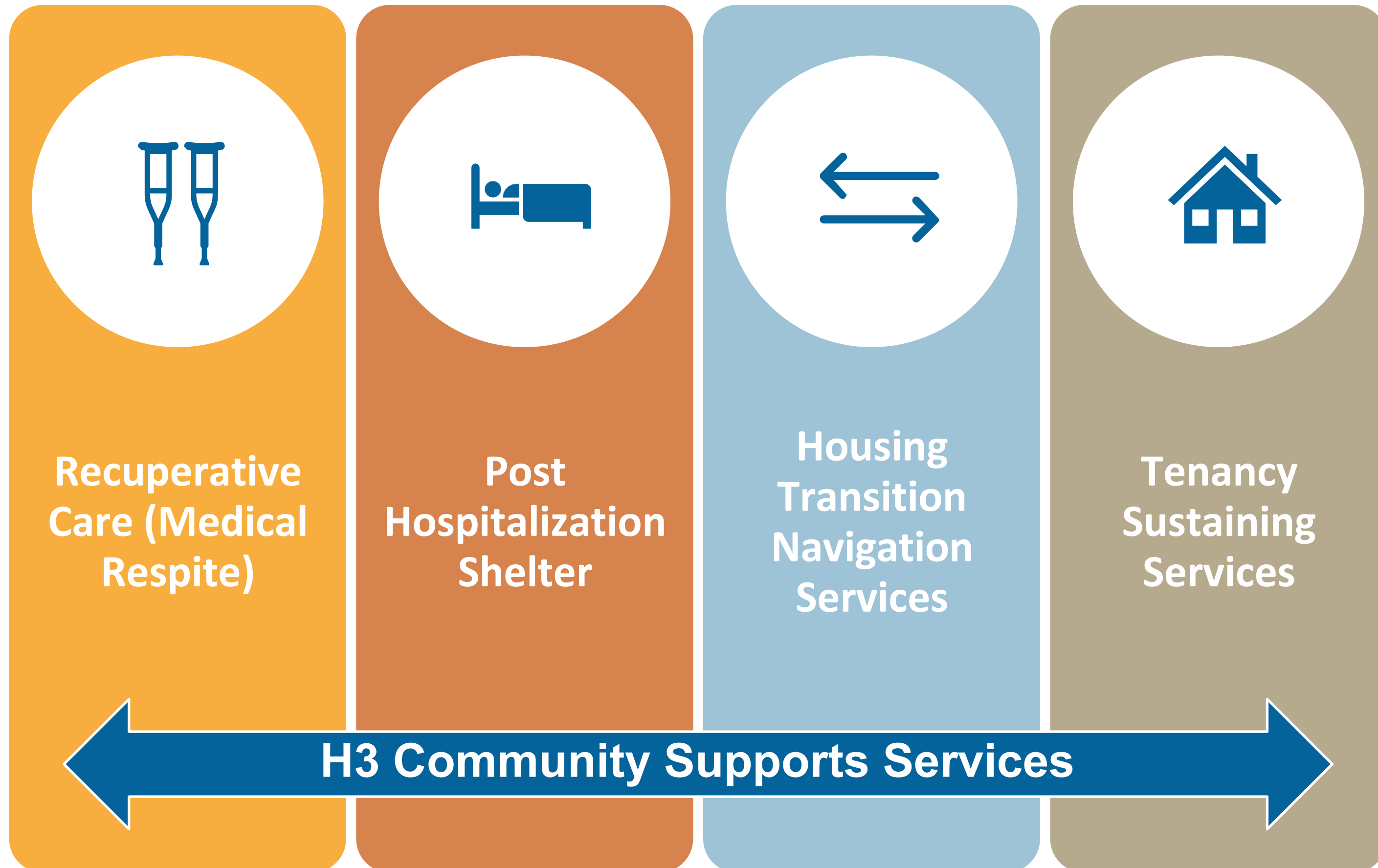
1,280 services provided – health coordination to housing readiness



420 warming center placements



# CalAIM Community Supports





# Housing Transition Navigation Services



INCREASE  
INCOME



DOCUMENT  
READINESS



LOCATE  
HOUSING

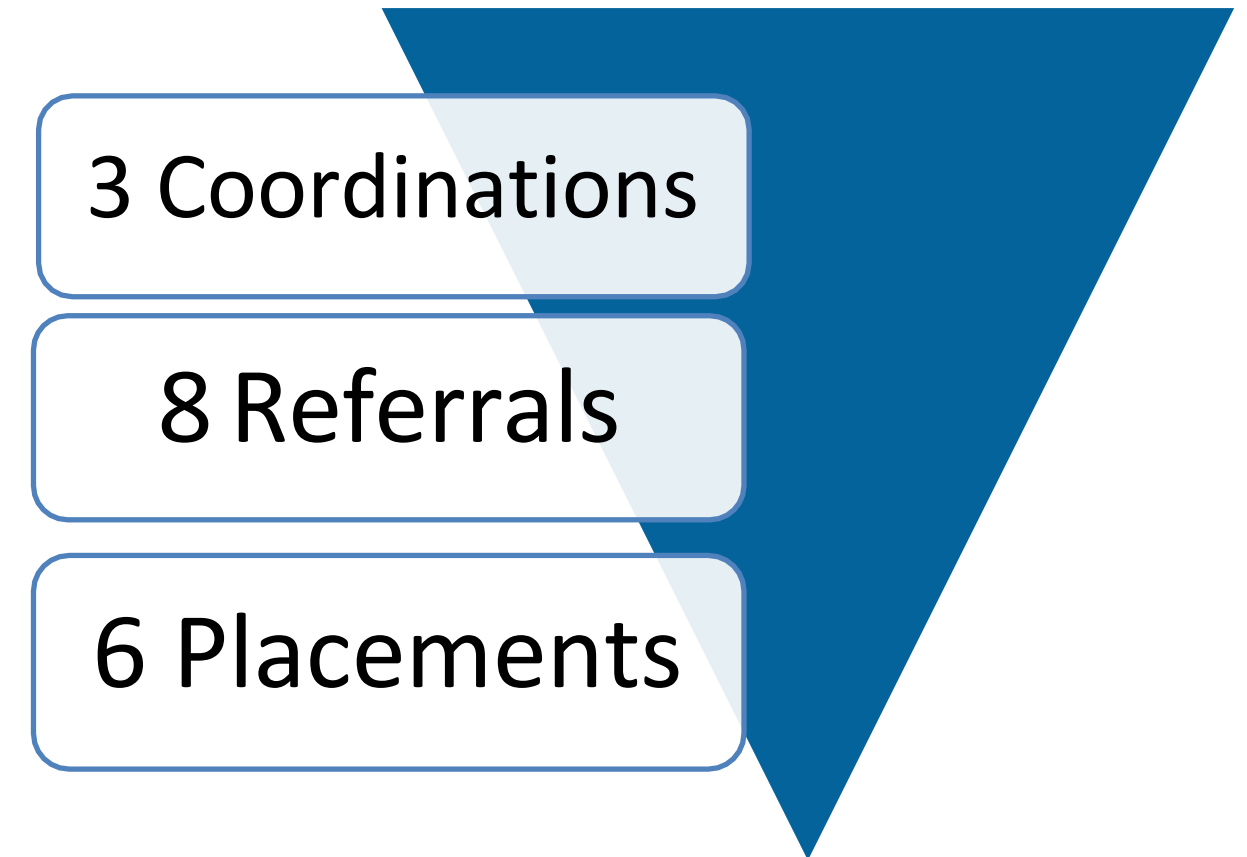


LANDLORD  
LIAISON

## Inpatient/Outpatient Treatment Placements and Referrals



**Exited**



**Active**

## 1,280 Services Provided

- Healthcare Coordination
- Housing Coordination
- Animal Care Coordination
- Benefits Referral
- Warming Center Referral
- Shelter Referral
- Treatment Center Referral
- Support with Obtaining Live Documents

## 6 Program Exits

*83% to stable housing destination*

- 1 Living with friends or family permanently
- 1 Moved into a rental with ongoing housing subsidy
- 1 Transferred to shelter program
- 2 Receiving treatment at Substance Abuse Program





Comparing FY 22/23 Quarter 3 data to FY 23/24 Quarter 3 data



21% increase in the number of people served  
(additional 20 individuals)



44% increase in the number of contacts (244  
additional contacts)



89% increase in housing coordination services  
(502 additional services)



11 individuals returned to homelessness upon  
exiting one year ago, and this year 0 returned to  
homelessness



# CORE – Success Stories

Relationship  
Building

Timely  
Service  
Delivery

Long-Term  
Goals

Complex Care

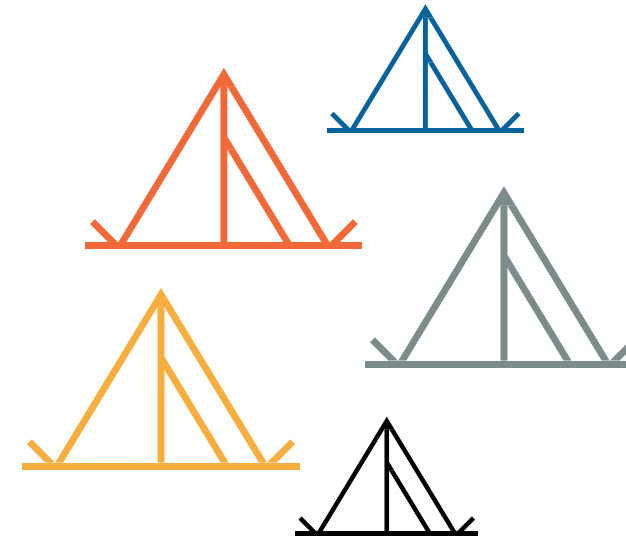
Housing First



Coordinated Outreach, Referral & Engagement



# Q4 Updates



CONTRA COSTA  
HEALTH



[cchealth.org](http://cchealth.org)

[Fadi.Elhayek@cchealth.org](mailto:Fadi.Elhayek@cchealth.org)

[CORE@cchealth.org](mailto:CORE@cchealth.org)

[cchealth.org/h3](http://cchealth.org/h3)



	ACTUAL 2005-06	% of Sales	ACTUAL 2006-07	% of Sales	ACTUAL 2007-08	% of Sales	ACTUAL 2008-09	% of Sales	ACTUAL 2009-10	% of Sales	ACTUAL 2010-11	% of Sales	ACTUAL 2011-12	% of Sales	ACTUAL 2012-13	% of Sales	ACTUAL 2013-14	% of Sales	ACTUAL 2014-15	% of Sales	ACTUAL 2015-16	% of Sales	ACTUAL 2016-17	% of Sales
SLIPS INCOME	526,207	69.4%	494,986	67.0%	455,923	65.1%	450,834	65.0%	457,793	65.9%	423,646	65.2%	390,804	65.1%	356,259	65.5%	346,961	65.1%	313,668	63.0%	311,581	66.1%	328,286	66.8%
LIVEABOARD INCOME	57,631	7.6%	54,471	7.4%	41,391	5.9%	31,351	4.5%	32,033	4.6%	32,167	5.0%	31,945	5.3%	27,524	5.1%	28,054	5.3%	29,756	6.0%	30,333	6.4%	32,047	6.5%
GUESTS INCOME SLIPS	36,455	4.8%	25,931	3.5%	23,349	3.3%	20,792	3.0%	25,258	3.6%	33,141	5.1%	12,711	2.1%	11,732	2.2%	9,431	1.8%	11,010	2.2%	11,392	2.4%	11,249	2.3%
RENTAL INCOME OTHER	15,095	2.0%	24,200	3.3%	11,880	1.7%	10,278	1.5%	8,718	1.3%	12,118	1.9%	8,222	1.4%	7,693	1.4%	7,225	1.4%	6,863	1.4%	6,881	1.5%	6,705	1.4%
Bait Store Income	224,761	29.7%	291,939	39.5%	300,112	42.8%	330,542	47.6%	304,247	43.8%	279,406	43.0%	312,947	52.1%	287,050	52.8%	272,323	51.1%	246,180	49.4%	199,057	42.2%	196,774	40.0%
Bait Store Expense	(147,191)	-19.4%	(216,602)	-29.3%	(199,346)	-28.5%	(222,158)	-32.0%	(203,171)	-29.2%	(194,337)	-29.9%	(219,676)	-36.6%	(204,991)	-37.7%	(190,946)	-35.8%	(167,995)	-33.7%	(137,996)	-29.3%	(132,455)	-26.9%
MISC. INCOME	31,936	4.2%	45,612	6.2%	47,472	6.8%	51,144	7.4%	47,669	6.9%	39,989	6.2%	45,134	7.5%	39,309	7.2%	40,492	7.6%	39,720	8.0%	33,538	7.1%	31,768	6.5%
ELECTRICAL INCOME	21,021	2.8%	27,034	3.7%	27,357	3.9%	26,100	3.8%	25,694	3.7%	25,733	4.0%	22,645	3.8%	20,949	3.9%	22,097	4.1%	16,935	3.4%	15,110	3.2%	15,727	3.2%
CLOTHING INCOME		0.0%	1,308	0.2%	3,428	0.5%	3,351	0.5%	5,358	0.8%	3,591	0.6%	4,152	0.7%	6,822	1.3%	7,941	1.5%	7,153	1.4%	4,793	1.0%	4,398	0.9%
CLOTHING PURCHASE		0.0%	(2,701)	-0.4%	(2,170)	-0.3%	(826)	-0.1%	(4,541)	-0.7%	(1,778)	-0.3%	(4,409)	-0.7%	(4,071)	-0.7%	(6,101)	-1.1%	(3,307)	-0.7%	(3,195)	-0.7%	(2,931)	-0.6%
PROMOTIONAL DISCOUNTS	(8,001)	-1.1%	(7,854)	-1.1%	(8,844)	-1.3%	(7,482)	-1.1%	(4,138)	-0.6%	(4,338)	-0.7%	(4,138)	-0.7%	(4,338)	-0.8%	(4,138)	-0.8%	(1,808)	-0.4%	0	0.0%	0	0.0%
TOTAL INCOME	757,914		738,324		700,552		693,926		694,920		649,338		600,337		543,938		533,339	100.0%	498,175	100.0%	471,494	100.0%	491,568	100.0%
ADVERTISING & PROMO	7,317	1.0%	14,554	2.0%	12,875	1.8%	12,401	1.8%	11,456	1.6%	8,480	1.3%	8,317	1.4%	8,685	1.6%	8,458	1.6%	8,043	1.6%	8,845	1.9%	9,975	2.0%
AUTO & TRAVEL	7,889	1.0%	4,779	0.6%	4,026	0.6%	3,814	0.5%	5,160	0.7%	5,078	0.8%	6,265	1.0%	4,956	0.9%	4,554	0.9%	4,665	0.9%	3,749	0.8%	4,779	1.0%
CLEANING		0.0%		0.0%	3,523	0.5%	3,422	0.5%	3,051	0.4%	4,172	0.6%	2,214	0.4%	2,160	0.4%	2,160	0.4%	2,160	0.4%	2,107	0.4%	2,600	0.5%
DUES/SUBS/TXS	2,361	0.3%	2,026	0.3%	2,735	0.4%	2,170	0.3%	2,806	0.4%	2,576	0.4%	4,316	0.7%	4,009	0.7%	3,000	0.6%	3,150	0.6%	2,557	0.5%	3,926	0.8%
SERVICE CHARGE		0.0%	5,428	0.7%	6,642	0.9%	8,422	1.2%	10,255	1.5%	10,951	1.7%	10,452	1.7%	9,951	1.8%	9,545	1.8%	10,088	2.0%	10,284	2.2%	11,269	2.3%
OFFICE EXPENSE	23,253	3.1%	16,715	2.3%	16,866	2.4%	15,214	2.2%	13,635	2.0%	15,668	2.4%	11,386	1.9%	10,713	2.0%	10,990	2.1%	9,632	1.9%	9,934	2.1%	8,266	1.7%
TOTAL R & M	23,285	3.1%	23,334	3.2%	20,850	3.0%	21,913	3.2%	21,381	3.1%	21,264	3.3%	19,738	3.3%	13,296	2.5%	14,252	2.9%	9,744	2.1%	14,322	2.9%		
TOTAL SALARIES	156,772	20.7%	208,064	28.2%	218,358	31.2%	218,490	31.5%	215,939	31.1%	198,903	30.6%	201,318	33.5%	195,141	35.9%	171,372	32.1%	169,267	34.0%	156,761	33.2%	171,795	34.9%
PAYROLL TAX & INSURANCE	34,735	4.6%	46,546	6.3%	39,375	5.6%	38,577	5.6%	40,417	5.8%	49,883	7.7%	53,514	8.9%	57,251	10.5%	60,556	11.4%	60,384	12.1%	51,335	10.9%	49,866	10.1%
GUARD	717	0.1%	907	0.1%	945	0.1%	997	0.1%	1,052	0.2%	1,279	0.2%	1,155	0.2%	699	0.1%	1,012	0.2%	1,057	0.2%	1,143	0.2%	1,030	0.2%
GENERAL MAINT. SUPPLIES	1,779	0.2%	7,557	1.0%	4,688	0.7%	4,146	0.6%	1,934	0.3%	3,340	0.5%	2,181	0.4%	1,425	0.3%	2,181	0.4%	1,365	0.3%	1,472	0.3%	2,383	0.5%
TELEPHONE	6,108	0.8%	5,803	0.8%	4,870	0.7%	4,483	0.6%	4,833	0.7%	4,211	0.6%	4,067	0.7%	3,995	0.7%	4,484	0.8%	5,159	1.0%	6,086	1.3%	6,238	1.3%
UNIFORMS	2,236	0.3%	928	0.1%	1,411	0.2%	1,554	0.2%	1,501	0.2%	434	0.1%	1,043	0.2%	598	0.1%	482	0.1%	598	0.1%	639	0.1%	439	0.1%
SMALL TOOL EXPENSE	2,715	0.4%	428	0.1%	72	0.0%	425	0.1%	456	0.1%	505	0.1%	397	0.1%	381	0.1%	436	0.1%	0	0.0%	0	0.0%	124	0.0%
MISC. EXPENSES	2,097	0.3%	1,732	0.2%	(1,022)	-0.1%	(234)	0.0%	2,056	0.3%	4,625	0.7%	4,391	0.7%	4,280	0.8%	3,430	0.6%	7,797	1.6%	4,301	0.9%	6,135	1.2%
ELECTRICAL EXP	73,377	9.7%	32,934	4.5%	32,320	4.6%	51,269	7.4%	52,406	7.5%	50,618	7.8%	20,419	3.4%	51,234	9.4%	51,493	9.7%	51,088	10.3%	51,343	10.9%	49,746	10.1%
BAIT SPOILAGE	1,803	0.2%	5,332	0.7%	1,165	0.2%	1,322	0.2%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
CONTROLLABLE EXPENSES	346,444	45.7%	377,067	51.1%	369,699	52.8%	388,385	56.0%	389,587	56.1%	378,803	58.3%	350,922	58.5%	376,742	69.3%	347,449	65.1%	348,705	70.0%	320,300	67.9%	342,893	69.8%
CONTROLLABLE INCOME	411,470	54.3%	361,257	48.9%	330,853	47.2%	305,541	44.0%	305,333	43.9%	270,535	41.7%	249,415	41.5%	167,196	30.7%	185,890	34.9%	149,470	30.0%	151,194	32.1%	148,675	30.2%

	ACTUAL 2005-06	% of Sales	ACTUAL 2006-07	% of Sales	ACTUAL 2007-08	% of Sales	ACTUAL 2008-09	% of Sales	ACTUAL 2009-10	% of Sales	ACTUAL 2010-11	% of Sales	ACTUAL 2011-12	% of Sales	ACTUAL 2012-13	% of Sales	ACTUAL 2013-14	% of Sales	ACTUAL 2014-15	% of Sales	ACTUAL 2015-16	% of Sales	ACTUAL 2016-17	% of Sales
TOTAL REVENUE	757,914	100.0%	738,324	100.0%	700,552	100.0%	693,926	100.0%	694,920	100.0%	649,338	100.0%	600,337	100.0%	543,938	100.0%	533,339	100.0%	498,175	100.0%	471,494	100.0%	491,568	100.0%
TOTAL CONT EXP	346,444	45.7%	377,067	51.1%	369,699	52.8%	388,385	56.0%	389,587	56.1%	378,803	58.3%	350,922	58.5%	376,742	69.3%	347,449	65.1%	348,705	70.0%	320,300	67.9%	342,893	69.8%

ACCOUNTING		0.0%	1,341	0.2%	97	0.0%	159	0.0%	188	0.0%	1,400	0.2%	1,520	0.3%	2,980	0.5%	350	0.1%	0	0.0%	0	0.0%	0	0.0%
GROUND RENT		0.0%	204	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
BUILDING RENT		0.0%	1,563	0.2%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
INSURANCE	23,160	3.1%	32,250	4.4%	32,520	4.6%	32,520	4.7%	14,034	2.0%	13,512	2.1%	15,600	2.6%	15,300	2.8%	16,440	3.1%	16,440	3.3%	18,000	3.8%	18,960	3.9%
LEGAL	5,552	0.7%	1,405	0.2%	1,555	0.2%	2,146	0.3%	384	0.1%	990	0.2%	810	0.1%	0	0.0%	369	0.1%	325	0.1%	(40)	0.0%	1,453	0.3%
PROPERTY TAXES		0.0%		0.0%	0	0.0%	75	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
UTILITIES-WATER	31,690	4.2%	7,955	1.1%	3,476	0.5%	5,863	0.8%	6,327	0.9%	6,728	1.0%	2,952	0.5%	6,002	1.1%	6,574	1.2%	6,335	1.3%	6,447	1.4%	6,672	1.4%
UTILITIES-GAS	429	0.1%	71	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	446	0.1%	355	0.1%	553	0.1%	499	0.1%	473	0.1%	752	0.2%
UTILITIES-SEWER	5,213	0.7%	4,768	0.6%	2,168	0.3%	3,660	0.5%	1,621	0.2%	1,567	0.2%	1,646	0.3%	2,026	0.4%	1,707	0.3%	1,903	0.4%	2,979	0.6%	1,574	0.3%
UTIL-STORM WATER FEE		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
EQUIP RENT CORP		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
COMMON AREA		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
TOT MARINA EXP	412,488	54.4%	426,624	57.8%																				

	ACTUAL 2017-18	% of Sales	ACTUAL 2018-19	% of Sales	ACTUAL 2019-20	% of Sales	ACTUAL 2020-21	% of Sales	ACTUAL 2021-22	% of Sales	ACTUAL 2022-23	BUDGET CHANGES	ALMAR	MANAGER	TOTAL BUDGET 2023-24	% of Sales	History % Sales	Variance FY 2023 v 2024 \$ %	22/23 ACTUALS 12 months	
SLIPS INCOME	354,751	63.3%	371,284	65.1%	368,038	65.2%	372,283	61.6%	367,721	66.5%	\$ 322,460	71.1%	0	353,000	353,000	64.6%	65.7%	30,540	8.7%	322,460
LIVEABOARD INCOME	36,640	6.5%	38,800	6.8%	37,713	6.7%	39,093	6.5%	37,880	6.9%	\$ 36,174	8.0%	0	38,400	38,400	7.0%	6.2%	2,226	5.8%	36,174
GUESTS INCOME SLIPS	11,811	2.1%	10,656	1.9%	9,998	1.8%	7,907	1.3%	6,571	1.2%	\$ 6,565	1.4%	0	7,100	7,100	1.3%	2.6%	535	7.5%	6,565
RENTAL INCOME OTHER	6,442	1.2%	5,881	1.0%	5,455	1.0%	3,862	0.6%	5,324	1.0%	\$ 4,948	1.1%	0	6,000	6,000	1.1%	1.4%	1,052	17.5%	4,948
Bait Store Income	261,593	46.7%	265,472	46.6%	239,528	42.4%	328,898	54.4%	254,315	46.0%	\$ 194,280	42.8%	0	264,000	264,000	48.3%	45.2%	69,720	26.4%	194,280
Bait Store Expense	(165,805)	-29.6%	(172,823)	-30.3%	(149,316)	-26.5%	(204,417)	-33.8%	(167,330)	-30.3%	\$ (146,192)	-32.2%	0	(171,600)	(171,600)	-31.4%	-30.6%	(25,408)	14.8%	(146,192)
MISC. INCOME	35,523	6.3%	31,450	5.5%	33,838	6.0%	34,607	5.7%	28,740	5.2%	\$ 18,109	4.0%	0	30,000	30,000	5.5%	6.3%	11,891	39.6%	18,109
ELECTRICAL INCOME	17,008	3.0%	17,928	3.1%	17,934	3.2%	17,821	3.0%	18,069	3.3%	\$ 16,165	3.6%	0	17,340	17,340	3.2%	3.5%	1,175	6.8%	16,165
CLOTHING INCOME	6,490	1.2%	7,408	1.3%	6,772	1.2%	5,014	0.8%	3,483	0.6%	\$ 2,942	0.6%	0	7,135	7,135	1.3%	0.8%	4,193	58.8%	2,942
CLOTHING PURCHASE	(4,421)	-0.8%	(5,816)	-1.0%	(5,537)	-1.0%	(1,006)	-0.2%	(2,079)	-0.4%	\$ (1,875)	-0.4%	0	(4,638)	(4,638)	-0.8%	-0.6%	(2,763)	59.6%	(1,875)
PROMOTIONAL DISCOUNTS	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	\$ -	0.0%	0	0	0	0.0%	-0.5%	0	0.0%	-
<b>TOTAL INCOME</b>	<b>560,032</b>	<b>100.0%</b>	<b>570,240</b>	<b>100.0%</b>	<b>564,423</b>	<b>100.0%</b>	<b>604,062</b>	<b>100.0%</b>	<b>552,694</b>	<b>100.0%</b>	<b>\$ 453,576</b>	<b>100.0%</b>	<b>-</b>	<b>-</b>	<b>546,737</b>	<b>100.0%</b>		<b>93,161</b>	<b>17.0%</b>	<b>453,576</b>
ADVERTISING & PROMO	10,382	1.9%	12,440	2.2%	12,682	2.2%	13,162	2.2%	16,768	3.0%	\$ 13,620	3.0%	0	13,700	13,700	2.5%	1.9%	80	0.6%	13,620
AUTO & TRAVEL	5,821	1.0%	4,600	0.8%	5,306	0.9%	3,723	0.6%	3,606	0.7%	\$ 6,161	1.4%	0	4,800	4,800	0.9%	0.8%	(1,361)	-28.4%	6,161
CLEANING	2,500	0.4%	2,600	0.5%	5,550	1.0%	6,000	1.0%	4,528	0.8%	\$ 10,905	2.4%	0	30,000	30,000	5.5%	0.6%	19,095	63.7%	10,905
DUES/SUBS/TXS	4,718	0.8%	3,677	0.6%	4,821	0.9%	3,851	0.6%	4,431	0.8%	\$ 4,111	0.9%	0	3,700	3,700	0.7%	0.6%	(411)	-11.1%	4,111
SERVICE CHARGE	12,092	2.2%	11,969	2.1%	8,450	1.5%	10,840	1.8%	10,607	1.9%	\$ 4,634	1.0%	0	9,500	9,500	1.7%	1.6%	4,866	51.2%	4,634
OFFICE EXPENSE	9,851	1.8%	11,029	1.9%	9,235	1.6%	9,908	1.6%	14,101	2.6%	\$ 8,753	1.9%	0	9,600	9,600	1.8%	2.1%	847	8.8%	8,753
TOTAL R & M	8,394	1.5%	12,301	2.2%	16,011	2.8%	19,054	3.2%	17,926	3.2%	\$ 18,984	4.2%	0	18,500	18,500	3.4%	2.9%	(484)	-2.6%	18,984
TOTAL SALARIES	165,918	29.6%	182,565	32.0%	185,494	32.9%	180,859	29.9%	239,618	43.4%	\$ 224,433	49.5%	0	197,004	197,004	36.0%	33.0%	(27,429)	-13.9%	224,433
PAYROLL TAX & INSURANCE	43,252	7.7%	44,898	7.9%	45,083	8.0%	53,818	8.9%	63,678	11.5%	\$ 58,121	12.8%	0	60,028	60,028	11.0%	8.7%	1,907	3.2%	58,121
GUARD	977	0.2%	977	0.2%	1,096	0.2%	1,032	0.2%	1,120	0.2%	\$ 1,196	0.3%	0	1,140	1,140	0.2%	0.2%	(56)	-4.9%	1,196
GENERAL MAINT. SUPPLIES	2,997	0.5%	2,350	0.4%	2,972	0.5%	3,346	0.6%	3,611	0.7%	\$ 1,942	0.4%	0	2,700	2,700	0.5%	0.5%	758	28.1%	1,942
TELEPHONE	6,705	1.2%	6,422	1.1%	6,266	1.1%	6,508	1.1%	7,020	1.3%	\$ 3,982	0.9%	0	3,900	3,900	0.7%	0.9%	(82)	-2.1%	3,982
UNIFORMS	714	0.1%	519	0.1%	704	0.1%	781	0.1%	322	0.1%	\$ 429	0.1%	0	600	600	0.1%	0.1%	171	28.5%	429
SMALL TOOL EXPENSE	407	0.1%	124	0.0%	544	0.1%	195	0.0%	507	0.1%	\$ 122	0.0%	0	600	600	0.1%	0.1%	478	0.0%	122
MISC. EXPENSES	8,151	1.5%	7,276	1.3%	7,716	1.4%	9,185	1.5%	8,374	1.5%	\$ 6,803	1.5%	0	7,020	7,020	1.3%	0.9%	217	3.1%	6,803
ELECTRICAL EXP	50,215	9.0%	50,683	8.9%	51,871	9.2%	53,271	8.8%	54,134	9.8%	\$ 54,064	11.9%	0	54,600	54,600	10.0%	8.5%	536	1.0%	54,064
BAIT SPOILAGE	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	\$ 0	0.0%	0	0	0	0.0%	0.1%	0	0.0%	-
CONTROLLABLE EXPENSES	333,094	59.5%	354,430	62.2%	363,801	64.5%	375,533	62.2%	450,351	81.5%	\$ 418,260	92.2%	-	417,392	417,392	76.3%	60.0%	(868)	-0.2%	418,260
CONTROLLABLE INCOME	226,938	40.5%	215,810	37.8%	200,622	35.5%	228,529	37.8%	102,343	18.5%	\$ 35,316	7.8%	-	129,345	129,345	23.7%	40.0%	94,029	72.7%	35,316

	ACTUAL 2017-18	% of Sales	ACTUAL 2018-19	% of Sales	ACTUAL 2019-20	% of Sales	ACTUAL 2020-21	% of Sales	ACTUAL 2021-22	% of Sales	ACTUAL 2022-23	BUDGET CHANGES	ALMAR	MANAGER	BUDGET 2023-24	% of Sales	History % Sales	Variance FY 2023 v 2024 \$ %	YTD ACTUALS 12 months	
TOTAL REVENUE	560,032	100.0%	570,240	100.0%	564,423	100.0%	604,062	100.0%	552,694	100.0%	\$ 453,576	100.0%	-	546,737	546,737	100.0%	100.0%	13,398	17.0%	453,576
TOTAL CONT EXP	333,094	59.5%	354,430	62.2%	363,801	64.5%	375,533	62.2%	450,351	81.5%	\$ 418,260	92.2%	-	417,392	417,392	76.3%	63.5%	69,943	-0.2%	418,260

ACCOUNTING	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	\$ -	0.0%	-	-	-	0.0%	0.1%	0	0.0%	-
GROUND RENT	0	0.0%	0	0.0%	165	0.0%	0	0.0%	0	0.0%	\$ -	0.0%	-	-	-	0.0%	0.0%	0	0.0%	-
BUILDING RENT	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	\$ -	0.0%	-	-	-	0.0%	0.0%	0	0.0%	-
INSURANCE	24,060	4.3%	25,620	4.5%	25,380	4.5%	24,840	4.1%	27,780	5.0%	\$ 31,620	7.0%	29,280	29,280	5.4%	3.9%	(2,340)	-8.0%	31,620	
LEGAL	110	0.0%	300	0.1%	(140)	0.0%	(160)	0.0%	160	0.0%	\$ 2,113	0.5%	400	400	0.1%	0.2%	(1,713)	-428.3%	2,113	
PROPERTY TAXES	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	\$ -	0.0%	-	-	-	0.0%	0.0%	0	0.0%	-
UTILITIES-WATER	8,107	1.4%	8,870	1.6%	9,330	1.7%	10,259	1.7%	11,757	2.1%	\$ 10,740	2.4%	8,520	8,520	1.6%	1.5%	(2,220)	-26.1%	10,740	
UTILITIES-GAS	727	0.1%	772	0.1%	755	0.1%	620	0.1%	968	0.2%	\$ 1,849	0.4%	780	780	0.1%	0.1%	(1,069)	-137.1%	1,849	
UTILITIES-SEWER	1,271	0.2%	1,739	0.3%	2,187	0.4%	2,193	0.4%	0	0.0%	\$ 2,930	0.6%	2,100	2,100	0.4%	0.4%	(830)	-39.5%	2,930	
UTIL-STORM WATER FEE	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	\$ -	0.0%	-	-	-	0.0%	0.0%	0	0.0%	-
EQUIP RENT CORP	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	\$ -	0.0%	-	-	-	0.0%	0.0%	0	0.0%	-
COMMON AREA	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	\$ -	0.0%	-	-	-	0.0%	0.0%	0	0.0%	-
<b>TOT MARINA EXP</b>	<b>367,369</b>	<b>65.6%</b>	<b>391,731</b>	<b>68.7%</b>	<b>401,478</b>	<b>71.1%</b>	<b>413,285</b>	<b>68.4%</b>	<b>491,016</b>	<b>88.8%</b>	<b>\$ 467,512</b>	<b>103.1%</b>	<b>-</b>	<b>458,472</b>	<b>458,472</b>	<b>83.9%</b>	<b>69.5%</b>	<b>(9,040)</b>	<b>-2.0%</b>	<b>467,512</b>
MANAGEMENT G & A	26,719	4.8%	26,994	4.7%	28,443	5.0%	30,349	5.0%	31,355	5.7%	\$ 32,800	7.2%	33,000	33,000	6.0%	5.6%	200	0.6%	32,800	
MANAGEMENT FEES	36,506	6.5%	37,187	6.5%	36,089	6.4%	40,142	6.6%	36,160	6.5%	\$ 30,731	6.8%	36,464	36,464	6.7%	6.2%	5,733	15.7%	30,731	
CONSULTING-OTHER	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	\$ -	0.0%	-	-	-	0.0%	0.0%	0	0.0%	-
EQUITY MANAGEMENT	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	\$ -	0.0%	-	-	-	0.0%	0.4%	0	0.0%	-
<b>TOT OPER EXP</b>	<b>430,594</b>	<b>76.9%</b>	<b>455,912</b>	<b>80.0%</b>	<b>466,010</b>	<b>82.6%</b>	<b>483,776</b>	<b>80.1%</b>	<b>558,531</b>	<b>101.1%</b>	<b>\$ 531,043</b>	<b>117.1%</b>	<b>-</b>	<b>527,936</b>	<b>527,936</b>	<b>96.6%</b>	<b>81.8%</b>	<b>(3,107)</b>	<b>-0.6%</b>	<b>531,043</b>
NET OPER. INC.	129,438	23.1%	114,328	20.0%	98,413	17.4%	120,286	19.9%	(5,837)	-1.1%	\$ (77,467)	-17.1%	-	18,802	18,802	3.4%	18.2%	96,269	512.0%	(77,467)
INTEREST EXPENSE	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	\$ -	0.0%	-	-	-	0.0%	0.0%	0	0.0%	-
<b>GRAND TOTAL EXP</b>	<b>430,594</b>	<b>76.9%</b>	<b>455,912</b>	<b>80.0%</b>	<b>466,010</b>	<b>82.6%</b>	<b>483,776</b>	<b>80.1%</b>	<b>558,531</b>	<b>101.1</b>										



**MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT ("Agreement"), dated as of the 20<sup>th</sup> day of July, 2005, by and between The City of Martinez, a Municipal corporation (hereinafter called "City") and Almar Management, Inc., a California corporation, (hereinafter called "Almar"), is made with respect to the following:

**RECITALS**

A. The City of Martinez is the owner of a marina located at 7 N. Court Street, Martinez, California, known as "The Martinez Marina" (the "Marina Property").

B. The Marina Property is presently being managed by Westrec, Inc. pursuant to a short term management agreement between Westrec, Inc. and the City.

C. In January of 2004, the City conducted an RFP process to select an appropriate company to manage and operate the Marina Property on a long term basis pursuant to a lease agreement to be entered into between the City and the entity selected through the RFP process. Through this RFP process, the City selected Almar and Pacific Marina Development, Inc. to manage the Marina Property through a long term lease agreement with the City.

D. The City is presently involved in negotiations with Almar and Pacific Marina Development, Inc. on the terms and conditions of the long term lease agreement.

E. The City has terminated, or is in the process of terminating, its short term management agreement with Westrec, Inc.

F. As an interim measure, and until the long term lease is fully negotiated and approved by the City, the City desires to enter into this agreement with Almar to manage the Marina Property.

G. The City has made available to Almar all of the City files, records, reports and documents concerning the Marina Property and Almar has reviewed such files, records, reports and documents to its full and complete satisfaction.

H. The City has the legal power and authority to enter into this Agreement with Almar for the short term and interim management and operation of the Marina Property.

I. Through this Agreement, the City and Almar have established the terms and conditions under which Almar shall manage and operate the Marina Property, except for the areas occupied by the John Muir Amphitheater, Eagle Marine, the Sea Scout

base, and the Yacht Club, on a short term and interim basis until the City approves the long term lease for the management and operation of the Marina Property.

NOW, THEREFORE, the parties agree as follows:

## AGREEMENT

### ARTICLE 1. TERM OF AGREEMENT

1.1 Term. Almar's duties and responsibilities under this Agreement shall commence on the date hereof and shall continue until termination as provided in Article 11.

### ARTICLE 2. ALMAR'S APPOINTMENT AND RESPONSIBILITIES

2.1 Management. City hereby appoints Almar as its managing agent for the Marina Property pursuant to the terms of this Agreement, and Almar accepts such appointment pursuant to the terms of this Agreement. Almar shall manage, operate and maintain the Marina Property in an efficient and professional manner and in a manner consistent with the management and operation at other similar marina operations managed by Almar in the San Francisco Bay region (Area marinas@) and in accordance with the reasonable expectations of the City. Subject to the restrictions and limitations contained in this Agreement, Almar shall have the sole and exclusive authority to fully and completely supervise and direct the operations of the Marina Property and matters associated or related to the operation of the Marina Property. Such operation shall include boat slip rentals, launch ramp fees, gasoline sales, and bait/convenience store sales at the Marina Property. Notwithstanding the foregoing, in accordance with the City's 2002 grant contract with the Department of Boating and Waterways (ADBW@), the maximum boat launching fee shall not exceed \$13.00 without prior authorization from DBW. Almar shall also comply with the DBW Maintenance Guidelines, as amended from time to time, in performing its management and operations activities hereunder. Other uses, activities and programs which Almar may wish to implement or conduct on the Marina Property must be in accordance with Article VI, sections A, D and E of the 2002 grant contract between DBW and the City and must receive the prior written consent and approval of the City. City shall execute such documents as the City and Almar deem necessary or advisable for the management, operation and maintenance of the Marina Property.

2.2 Employees; Independent Contractor. Subject to the limits and terms of the Approved Budgets as defined and described in Section 2.4 below, Almar shall provide at the Marina Property at all times a sufficient number of capable employees which in Almar's judgment, will enable Almar to properly, adequately, safely and economically manage, operate, maintain, and account for the Marina Property. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees

are the responsibility of Almar, which is in all respects the employer of such employees. Almar, however, will take into account complaints regarding Almar's employees made by the City or the users of the Marina Property. Almar will negotiate with any union lawfully entitled to represent such employees and may execute in its own name, and not as agent for City, collective bargaining agreements or labor contracts resulting there from. Almar shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. Almar represents that it is and will continue to be an equal opportunity employer. Almar and its employees are independent contractors and not employees of the City. All employment arrangements are solely the concern and responsibility of Almar and City shall have no duty, responsibility or liability with respect thereto. Almar shall maintain office hours at the Marina, consistent with those normally observed at other area marinas.

2.3 Compliance with Laws, Leases/Subleases and Mortgages. Almar shall, in accordance with the terms of this Agreement, use all reasonable efforts to cause all such acts and things to be done in and about the Marina Property as may be reasonably necessary or appropriate to comply with (a) federal, state and municipal laws, ordinances, regulations and orders ("Laws") relative to the use, operation, repair and maintenance of the Marina Property, including but not limited to Martinez Municipal Code, Chapter 12.36, (b) the terms, conditions, duties and obligations of the City under any ground lease with respect to the Marina Property, and (c) the terms, conditions, duties and obligations of City under any deed of trust or mortgage, loan or other agreements in connection therewith entered into by City and secured by the Marina Property.

2.4 Approved Budgets. Almar shall prepare by March 1 of each year, and City shall approve by June 30 of each year a budget for the day-to-day promotion, operation, repair and maintenance of the Marina Property (each such type of budget, an "Operating Budget") for each fiscal year commencing July 1 and ending June 30 of the next calendar year (a "fiscal year") and a budget for the installation of new permanent improvements, replacement of existing improvements or the capital expenditures for the Marina Property, which shall include any additional fee due Almar under Section 14.1, if applicable, (each such type of a budget, a "Capital Budget") for the same fiscal year.

City will consider the proposed budgets and then will consult with Almar in the ensuing period prior to the commencement of the forthcoming fiscal year in order to agree on an approved Operating Budget and an approved Capital Budget (collectively, the "Approved Budgets"). Until such time as City approves the Operating Budget and/or the Capital Budget, Almar shall continue to operate under the last approved Operating Budget or Capital Budget (to the extent there remains any unexpended amounts with respect to the previously approved Capital Budget), as the case may be. When approved by City, Almar shall implement the Approved Budgets and shall be authorized, without further City approval, but subject to any limitations expressly provided for in this Agreement, to make the expenditures and incur the obligations provided for in the Approved Budgets.

Almar shall take all steps necessary to ensure that the actual costs of maintaining and operating the Marina Property shall not exceed either Approved Budget pertaining thereto either in total or in any one accounting category (i.e. a "line item" in the Approved Budget). All expenses must be charged to the proper account as specified in the Approved Budget and no expense may be classified or reclassified for the purpose of avoiding an excess in the annual budgeted amount of an accounting category. Almar shall secure City's prior written approval before incurring any cost or expense that exceeds by more than 10% of the aggregate Approved Budget or any accounting category in an Approved Budget.

During the fiscal year Almar shall inform City of any projected major increases in costs and expenses that were not foreseen during the budget preparation period and thus were not reflected in either Approved Budget, but shall not incur such without City's approval.

2.5 Collection of Rents and Other Income. Almar shall use its reasonable discretion, in conformance with the rules and regulations of the Department of Boating and Waterways, outstanding grant and loan agreements between the City and DBW, and applicable provisions of the California Harbors and Navigation Code including, but not limited to Harbor and Navigations Code Section 71.4, to establish the terms and conditions of occupancy (including slip rates and rental rates) for boat slips and other tenants of the Marina. Under said Section 71.4, the rates charged for the use of the Marina Property=s boating facilities should be Asufficient to ensure timely and complete repayment@ of the loans owed by the City to DBW. Pursuant to said Section 71.4 the City hereby establishes the minimum rates for the use of the Marina Property=s boating facilities as those shown on Exhibit A attached hereto and incorporated by this reference. Said rates and any increases are subject to DBW approval. Almar is hereby authorized to enter into slip rental or license agreements, and rental agreements with tenants on behalf, in the name and for the account of City and to collect slip fees and rent from such boaters and tenants. Almar shall prepare slip license agreements and rental agreements. Almar shall use its best efforts to collect all mooring fees, rents (including escalation billings resulting from any tenant or licensee participation in increases in expenses, taxes, operating and common area maintenance charges) and other charges which may become due at any time from any boater or tenant or licensee or from others for goods or services provided in connection with or for the use of the Marina Property or any portion thereof. Almar shall collect and identify any income due City from miscellaneous services provided to boaters, tenants or licensees or the public including, but not limited to, parking income, storage charges, utilities charges or reimbursements (if applicable) and coin operated machines of all types (e.g., washers, dryers, vending machines, pay telephones, etc.). All monies collected shall be deposited in the bank account(s) established under Section 6.1. Almar may, in compliance with all applicable laws and regulations, terminate any mooring agreement, lease or other arrangement, lock out a tenant, institute suit or other appropriate proceedings for the collection of any income due City, or for the recovery of possession from a boater or a tenant, or with respect to any claims for personal injury or damages to

property of City, as Almar reasonably deems desirable or appropriate for the management, protection and preservation of the Marina Property and the interests of City therein.

2.6 Repairs and Maintenance. Almar shall properly supervise and cause to be made all ordinary and extraordinary repairs, decorations and alterations subject to the limits of the approved Operating Budget. In cases of emergency Almar may make expenditures for repairs which exceed the limits in Section 2.4 without prior written approval, but only if such emergency repairs do not exceed the amount budgeted for such repairs in Section 2.4 by more than ten percent (10%), and the emergency performance of such repairs is necessary to prevent damage or injury to persons or the Marina Property. City must be informed of any such expenditures before the end of the next business week. With respect to any emergency which requires an expenditure which must be approved by City, any damage, cost, expense or liability arising from the delay in addressing the emergency as a consequence of having to obtain City's prior approval or any delay by City in providing its approval, shall be borne solely by City and Almar shall have no liability of any kind or description with respect thereto.

2.7 Improvements. Almar shall properly supervise and cause to be made all of the capital improvements contained in the approved Capital Budget, subject to prior DBW approval, if required.

2.8 Service Contracts. Subject to the limits and terms of the Approved Budgets described in Section 2.4 above, Almar may, from time to time, and subject to City approval (except to the extent already approved as part of an Approved Budget), enter into contracts for cleaning, operating, maintaining, repairing or servicing the Marina Property; provided, however, all such service contracts shall be in conformance with City's contract procedures which include, but are not limited to, the following provisions: (a) be in the name of City (unless otherwise approved by City), (b) be assignable, at City's option, to City's nominee, (c) include a provision for cancellation thereof by City upon not more than 30 days' prior written notice; (d) require that all contractors provide evidence of sufficient insurance; and (e) contain a provision indemnifying and holding City harmless for contractor negligence arising out of the contract. Copies of all service contracts shall be delivered to City promptly following execution thereof by Almar. If this Agreement is terminated pursuant to Article 11, Almar shall promptly deliver to City or City's nominee all of Almar's books, records, receipts, warranties and computer discs and/or tapes regarding such service agreements.

2.9 Trademarks and Proprietary Material. In providing its services under this Agreement, Almar will use the name, trademark and service mark "ALMAR" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Almar shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Almar hereby grants City the non-

exclusive, non-transferable right to have Almar, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina Property all subject to Almar's complete control. It is understood and agreed that Almar shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas, even those in competition with the Marina Property, both during and after the expiration or termination of this Agreement. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Almar all materials bearing any of the Trademarks and all Proprietary material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing boaters/tenants at the Marina Property sign new leases or existing license agreements to replace their existing Almar lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Almar, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina Property. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property Almar and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Almar's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary material, the rights of Almar therein, or the rights of Almar or other licensees of Almar to use the same, both during the term of this Agreement and thereafter. The provisions of this Section shall survive the expiration or termination of this Agreement. Any signage erected by Almar shall have prior written approval of the City.

### ARTICLE 3. INSURANCE AND INDEMNIFICATION

3.1 Worker's Compensation Insurance. Almar shall procure and maintain during the entire term of this Agreement, workers' compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per employee and One Million Dollars (\$1,000,000) per occurrence.

3.2 Liability Insurance. Almar shall secure and maintain during the entire term of this Agreement, commercial public liability and property damage insurance, insuring Almar, the City and Almar's' employees against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Almar's operation of the Marina Property and use of the Marina Property under this Agreement in amounts not less than:

- (a) One Million Dollars (\$1,000,000) per occurrence for personal injury or death, combined, single limit with an annual aggregate of two million dollars (\$2 million); and
- (b) One Million Dollars (\$1,000,000) for property damage.

Almar shall also obtain and maintain during the entire term of this Agreement, four million dollars (\$4,000,000) of excess commercial liability and property damage insurance (or the equivalent thereof) covering activities at the Marina Property.

3.3 Automobile Insurance. Almar shall secure and maintain during the entire term of this Agreement, automobile liability insurance insuring Almar and Almar's employees to an amount not less One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

3.4 Fidelity Insurance. Almar shall at Almar's own cost and expense, and not subject to reimbursement by City, obtain, maintain and provide evidence of fidelity insurance coverage with a minimum limit of \$500,000 and name the City as loss payee under the policy.

3.5 Property Insurance; Waiver of Subrogation. The City shall maintain insurance or the equivalent thereof insuring any loss or damage to the Marina Property equal to the full replacement cost of the Marina Property. All insurance policies carried by Almar and the City (or the equivalent of any such insurance policies) shall expressly waive any right of subrogation on the part of the insurer against City or Almar, as appropriate.

3.6 Proof of Insurance Coverage; Coverage Satisfactory to City. All insurance policies required of the Almar under this Article 3 shall be satisfactory to City in its reasonable discretion and shall be provided by companies having a Best's rating of "A VII" or better (and if Best's no longer provides such ratings, an equivalent rating, if available). Almar shall provide to the City all certificates of insurance with original endorsements reflecting coverage required herein on or before the Effective Date. All insurance policies required under this Agreement shall be in full force and effect on or before the Effective Date. As often as any such policies shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to like extent during the term of this Agreement. All policies of insurance shall provide that the same shall be noncancellable or subject to reduction in the amounts of coverage without thirty (30) days' written notice to City. The City shall be a named additional insured on the policies described herein.

3.7 Contractor's Insurance. Almar shall require that all contractors brought on to the Marina Property have insurance coverage, at the contractor's

expense, with companies and in amounts reasonably determined by the Almar and the City. Almar shall further require that Almar and the City be named as additional insureds under the Contractor's insurance and that evidence of the Contractor's insurance be delivered to the City and Almar.

Almar shall require all contractors to indemnify, defend and hold harmless City and Almar and their respective agents and employees from and against any and all costs, expenses, claims, damages and causes of action arising from any activity of any such contractors on or in connection with the Marina Property.

3.8 Indemnification: City covenants to and does hereby agree to protect, defend, indemnify and hold harmless Almar, Almar's parent, subsidiaries or affiliates, its officers, directors, employees and agents from and against all claims and all costs, expenses, liabilities and reasonable attorneys' fees incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of: (i) Almar's performance of its obligations hereunder; (ii) the development and construction of any improvements required by this Agreement; (iii) the death of or any accident, injury, loss or damage, whatsoever the cause to, any natural person or to the property of any natural person; (iv) any contract or subcontract between Almar and any architect, consultant, contractor or subcontractor, or third party in connection with the performance of Almar's obligations hereunder, including in connection with the construction of any improvements required by this Agreement. The foregoing indemnity however, shall not apply to costs, expenses, liabilities, judgments, and reasonable attorneys' fees incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of Almar's, its agents', parent companies', subsidiary companies', affiliates', officers', directors', employees' and/or agents' negligence or willful misconduct or intentional acts or omissions in the performance of Almar's obligations hereunder.

Almar shall indemnify, protect, defend and hold City and City's partners, members, officers, employees, affiliates, and agents harmless from all claims resulting from injury to or death of persons or from injury to or destruction of tangible property, which arise from or are caused by Almar's, its agents', employees', officers', directors', parent companies', subsidiaries' or affiliates' gross negligence or willful misconduct or intentional acts or omissions in connection with Almar's performance of its obligations under this Agreement; provided, however, Almar's duty of indemnity, described above, shall not extend to claims caused by City's, its agents', employees', partners' or members' negligence or willful misconduct or intentional acts or omissions.

Almar will cause any consultant, contractor, service provider, subcontractor, architect or others, who may hereafter enter into a contract or subcontract with City or Almar to perform construction or installation work, pursuant to the provisions of this Agreement, to indemnify City and Almar (and their respective



employees, partners, members, affiliates, and officers) and hold them harmless from all claims for bodily injury and property damage that may arise from such contractors=, consultants=, subcontractors= or architects= operations. Such provisions shall be in a form reasonably satisfactory to both Almar and City.

City and Almar release each other and the respective authorized representatives and agents from any claims or damage or loss to any person or to the Marina Property that are caused by or result from risks insured under any insurance policies carried by said parties and enforced at the time any such damage occurs. Each party shall cause each insurance policy obtained by it to provide, to the extent available, that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by said insurance policy. The indemnification provisions in this Section 3.8 shall survive the termination of the Agreement to the extent they are not inconsistent with the terms of any future lease or operating agreement subsequently entered into by the City and the Almar regarding the Marina Property.

#### ARTICLE 4. FINANCIAL REPORTING AND RECORD KEEPING

##### 4.1 Financial and Accounting Records

(a) Almar shall, at all times during the term of this Agreement, keep or cause to be kept, true and complete records of all personnel matters and financial transactions in the operation of all business activities, of whatever nature, conducted in performance of this Agreement in connection with the Marina Property, which records shall be kept in conformance with generally accepted accounting practice and as reasonably required by the City. Said accounting records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents. Almar shall retain such records for a minimum period of four years after the termination of this Agreement, in order to, among other things, permit enforcement of the terms of this Agreement and compliance with grant and loan contracts between the City and DBW which provide that the California General Auditor shall have the right to review and copy any record for possible audit for a minimum period of three years after final payment.

(b) All license agreements of berths shall be documented by written license agreements that, at a minimum, set forth the term of the license agreement and the payment obligations thereunder.

(c) The financial and accounting records, described hereinabove, shall be maintained by Almar at its principal place of business.

##### 4.2 Accounting and Operations Reports

(a) Within twenty (20) days after the end of each calendar month, Almar shall render to City a correct statement of all gross income and expenses for the previous calendar month, which shall include all collections, disbursements, delinquencies, uncollectible items, vacancies, and other matters pertaining to the management, operation, and maintenance of the Marina Property during the month. The statement shall be signed by Almar or its responsible agent under penalty of perjury, and shall be in the form reasonably prescribed by the Finance Director of the City.

(b) Within thirty (30) days after the end of each calendar quarter of the final year, Almar shall submit to City a correct statement of all Gross Income and expenses for the previous accounting quarter and must show all collections, disbursements, delinquencies, uncollectible items, vacancies, and other matters pertaining to the management, operation, and maintenance of the Marina Property during the preceding calendar quarter. The statement shall be signed by Almar or its responsible agent under penalty of perjury, and shall be in the form reasonably prescribed by the Finance Director of the City.

(c) Within ninety (90) days after the end of each fiscal year, Almar shall, submit to City an income statement demonstrating gross income and expenses reflecting business transacted on or from the Marina Property during the preceding accounting year. The statement shall be signed by Almar or its responsible agent under penalty of perjury, and shall be in the form prescribed by the Finance Director of City.

(d) Almar shall file all statements and reports required under this Article with the City of Martinez, Finance Director, 525 Henrietta Street, Martinez, CA 94553. Almar shall file with the City a duplicate copy of all statements and reports herein required unless otherwise specified by City in writing. Any and all reports that Almar is required to provide hereunder must be prepared in accordance with the accounting principles described in Section 4.5.

4.3 Supporting Documentation. Supporting documentation for all financial reports shall be maintained at Almar's principal place of business, or at such other location as may be reasonably required by City, for inspection when requested by City.

4.4 Transfer of Funds. On the twentieth (20<sup>th</sup>) day of each month, along with the delivery of the monthly financial reports, Almar shall remit to City all funds held in any and all operating accounts in excess of (i) bills currently payable or known to be falling due shortly (including those relating to capital expenditures) and (ii) a \$75,000 cash reserve. This \$75,000 cash reserve shall result from the collection of rents and other Marina Property revenues over the first three months of this Agreement.

Remittances and reports shall be delivered to City in the most expeditious manner possible, as directed from time to time by City.

4.5 Accounting Principles. All financial statements and reports required to be prepared by Almar shall be prepared on a cash basis in accordance with cash accounting principles. Notwithstanding the foregoing, Almar shall make available to City such information as City may require from time to time in order to permit City to prepare accrual basis financial statements in accordance with generally accepted accounting principles.

#### ARTICLE 5. CITY'S RIGHT TO AUDIT

5.1 Audit Right. City reserves the right for City's employees, or others appointed by City, to conduct examinations, at Almar's principal place of business, the Marina Property or such other location where books and records are maintained, of the books and records maintained for City by Almar, upon reasonable notice during normal business hours. City also reserves the right to perform any and all additional audit tests relating to Almar's activities for the Marina Property either at the Marina Property or at any office of Almar. Should City's employees or appointees discover either weaknesses in internal controls or errors in record keeping, Almar shall correct such discrepancies either upon discovery or within a reasonable period of time thereafter and shall promptly pay City the full amount of any monies which are due and owing to the City. Almar shall inform City, in writing, of the action taken to correct such audit discrepancies. Any and all such audits conducted either by City's employees or by City's appointees will be at the sole expense of City. However, in the event any audit discloses discrepancies in the amount owed City by Almar that exceeds five percent (5%) of amounts paid by the Almar for the period being audited, then Almar shall pay for such audit. Almar shall pay any delinquent amount due and owing the City within 30 days after the date the City mails the Almar a bill therefor.

#### ARTICLE 6. BANK ACCOUNTS

6.1 Bank Accounts. Almar will deposit all rents and other funds collected from the operation of the Marina Property, including any and all rents paid in advance of their due date, in accounts maintained for City and bearing City's name and federal identification number.

6.2 Change of Banks. City, at its sole cost and expense, may direct Almar to change a depository bank or the depository arrangements at any time upon written notice to Almar.

6.3 Access to Account. Through the use of signature cards, authorized representatives of City shall be permitted access to any and all funds in the bank accounts described in Section 6.1. City must approve all personnel of Almar authorized

to draw or sign on any bank account of City in writing. City shall have the right, upon written notice to Almar, to add or remove any signatory on any of City's bank accounts.

## ARTICLE 7. PAYMENTS OF EXPENSES

7.1 Almar's Costs to be reimbursed. Within twenty (20) days following the end of each calendar month, Almar shall be reimbursed from the bank accounts established under Section 6.1, or from such other monetary source as the City may determine, an allocable portion of the following costs, which allocable portion shall be reasonably determined by Almar and approved by City as part of the approval process for Approved Budgets, based on records which reasonably establish such costs which are appropriately attributable to the management, supervision, accounting and related activities of the Marina Property:

- (a) Costs of the gross salary and wages, payroll taxes, and other benefits of Almar's employees who are directly involved in the management, supervision, accounting and other related activities with respect to the Marina Property, but excluding any salary or wages, payroll taxes, insurance, worker's compensation or other benefits of the President and/or CEO of Almar;
- (b) Advertising and printing costs applicable to the Marina Property;
- (c) Telephone charges incurred by Almar in connection with the Marina Property;
- (d) Postage and office supplies and electronic equipment of Almar in connection with the Marina Property.
- (e) Insurance costs and expenses reasonably allocable to the Marina Property and any activities thereon.

7.2 Costs Eligible for Payment from Operating Account. Almar may pay the following costs and expenses directly from the bank accounts established under Section 6.1, or such other monetary source as the City may determine, subject to the limitations of Article 2 including, but not limited to, the Approved Budgets:

- (a) Costs to meet the requirements of any Laws relative to the operating, use, repair and maintenance of the Marina Property.
- (b) Costs of making all repairs, decorations and alterations to the Marina Property;
- (c) Costs incurred in connection with all service agreements applicable to the Marina Property;

(d) Costs of collection of delinquent fees, rentals and other income related to the Marina Property;

(e) Legal fees and costs related to the representation of the City and Almar, provided such fees and costs reasonably relate to the conduct of the business at the Marina Property and do not arise from the gross negligence or willful misconduct of the Almar;

(f) Cost of capital expenditures for the Marina Property;

(g) Cost of utilities for the Marina Property;

(h) Cost of advertising for the Marina Property;

(i) Cost of printed forms and supplies required for use at the Marina Property;

(j) Cost of electronic data processing equipment and other furniture, fixtures and other equipment used exclusively at the Marina Property;

(k) Insurance costs and expenses allocable to the Marina Property and any activities thereon;

(l) Cost of continuing education of on-site employees of Manager necessary to maintain the professional competency of such employees;

(m) All other operating costs or capital expenditures required to satisfactorily operate the Marina Property provided they have been included in the Approved Budgets (including any amendments thereto).

The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or other goods and services are purchased or acquired by Almar in quantity for use not only in connection with the Marina Property but in connection with other marinas managed by Almar or its affiliates. Almar shall have the right to purchase such materials, supplies, or other goods and services in its own name and charge City a prorated share of the cost based on the materials, supplies or other goods and services actually used in connection with the Marina Property; provided, however that the prorated cost of such purchase to City shall not result in expenses greater than would otherwise be incurred at competitive prices and on terms available in the area where the Marina Property is located or the service is rendered; and, provided further, Almar shall make records available to City at Almar's corporate headquarters office at all reasonable times after reasonable notice to Almar so City may review any such expenses incurred.



7.3 Non-Reimbursable Costs. Except to the extent properly allocable to the Marina Property under Section 7.2, the following expenses or costs incurred by or on behalf of Almar in connection with the management of the Marina Property or in connection with this Agreement shall be at the sole cost and expense of Almar and shall not be reimbursed by City:

(a) Political or charitable contributions, except that certain such contributions may be made with the prior written consent of City; and

(b) Payments that are due and owing to City pursuant to Section 4.4 and Section 5.1, if applicable, of this Agreement.

(c) Costs attributable to losses arising from the gross negligence, willful misconduct or fraud on the part of Almar, Almar's associates, Almar's agents or Almar's employees.

#### ARTICLE 8. INSUFFICIENT GROSS INCOME

8.1 Priorities. If at any time the gross income from the Marina Property shall not be sufficient to pay the bills or charges that may be incurred with respect to the Marina Property, or if such gross income is insufficient to pay the combined sum of both bills and charges, items will be paid in the following order of priority:

(a) First, bills and charges of third parties.

(b) Second, bills and charges, if any, incurred by Almar for Almar's services provided to City, exclusive of Almar's fee.

8.2 Statement of Unpaid Items. After Almar has paid, to the extent available from the bank accounts established under Section 6.1, all bills and charges based upon the ordered priorities set forth in Section 8.1, Almar shall submit to City a statement of all remaining unpaid bills. Almar shall have no liability for City's failure to pay any such remaining unpaid bills, unless Almar shall have responsibility for the remaining unpaid bills pursuant to the provisions of this Agreement.

#### ARTICLE 9. COOPERATION

9.1 Cooperation on Claims. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against City or title holder of the Marina Property which arise out of any of the matters relating to this Agreement, Almar shall give City all pertinent information and reasonable assistance in the defense or other disposition thereof.

## ARTICLE 10. COMPENSATION

10.1 Management Fee. Each month Almar shall receive compensation for its services in managing the Marina Property in the amount of five percent (5%) of the gross receipts received from the operations of the Marina Property. For purposes of this Agreement, the term "gross receipts" shall mean actual cash receipts by City, or the Almar on behalf of the City, for the use of all or any portion of the Marina Property or from the conduct of any business by City or Almar on behalf of the City or the Marina Property; provided, however, under no circumstances shall the receipts of any subtenants or concessionaires be included, except to the extent such receipts are paid by any such subtenants or concessionaires to City or Almar on behalf of City. The "gross receipts" shall also not include any monies collected by Almar which must be paid as taxes to any local, state or federal governmental entity which Almar shall pay directly to the appropriate taxing agency.

10.2 Payment of Compensation. City shall pay the compensation of Almar due under Section 10.1 in arrears on or before the twentieth (20<sup>th</sup>) day of each month.

## ARTICLE 11. TERM AND TERMINATION

11.1 Term. Subject to the provisions of Section 11.2, the term of this Agreement shall commence on the date hereof and continue to December 31, 2005 on which date the Agreement shall continue on a year-to-year basis. After December 31, 2005, this Agreement is terminable by either party by giving sixty (60) days prior written notice to the other party.

11.2 Termination on Default. Almar shall be in default of this Agreement and this Agreement shall terminate in the event:

(a) Almar shall fail to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by Almar hereunder, if such failure shall continue uncured for thirty (30) calendar days after City gives Almar notice of any failure and specifies the nature of such failure, unless such failure is not susceptible of being cured within said thirty (30) calendar day period, in which event such a failure shall not constitute a default hereunder if Almar commences the curative action within such thirty (30) day period and thereafter diligently prosecutes such curative action to completion;

(b) Almar shall commit any fraud, misrepresentation, breach of fiduciary duty or willful misconduct in connection with the performance of its duties under this Agreement;

(c) Almar shall admit in writing its inability to pay its debts when due, shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of any receiver or trustee for the Almar, or for all or any substantial portion of its property, or Almar shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debts, dissolution, liquidation, or similar proceedings relating to the Almar, or under the laws of any jurisdiction;

(d) A receiver, trustee or similar officer shall be appointed for the Almar or for all or any substantial portion of its property without the application or consent of the Almar, and such appointment shall continue undischarged for a period of sixty (60) days, or any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings shall be instituted (by petition, application or otherwise) against the Almar and shall remain undismitted for a period of sixty (60) days; or

(e) Almar shall fail to pay to City any monetary sum properly due to City within five (5) days following written notice from City to Almar that such sum is due.

11.3 Right of Termination Upon Default. It is understood and agreed that in the event of any material Default on the part of Almar, City shall have the right to immediately terminate this Agreement and without notice or other process of law, enter into possession of and retake the Marina Property and remove Almar therefrom. In the event of such termination, Almar shall have no further rights under this Agreement. City shall further have all other rights and remedies as provided by law, including but not limited to, the right to recover damages from Almar in the amount necessary to compensate City for all the detriment proximately caused by the Almar's failure to perform its obligations under this Agreement. Termination under this Section shall not relieve Almar from the payment of any sum then due to City or from any claim for damages previously accrued or then accruing against Almar. Nothing contained in this Section is intended in any way to limit, interfere with, restrict or otherwise modify Almar's rights, title and interest in its trademarks and proprietary material in accordance with Section 2.9 of this Agreement.

11.4 Final Accounting. Upon termination of this Agreement for any reason, Almar shall deliver to City the following with respect to the Marina Property:

(a) A final accounting, reflecting the balance of income and expenses on the Marina Property as of the date of termination, to be delivered within thirty (30) days after termination.

(b) Any balance or monies of City held by Almar shall be delivered immediately upon termination.

(c) All contracts, leases, service agreements, receipts for deposits, unpaid bills and other papers, instruments or documents which pertain to the Marina Property shall

be delivered within five (5) days after termination.

(d) All books, records, warranties and computer discs and/or tapes, and any and all other data pertaining to the Marina Property (including any electronic data), to be delivered within five (5) days after termination.

(e) All contracts, agreements, renderings, plans, specification and similar documents relating to the Marina Property in the possession of Almar shall be delivered within five (5) days after termination.

## ARTICLE 12. SUBSIDIARIES AND AFFILIATES

12.1 Retention of Affiliates. Almar shall not engage any affiliate of Almar to provide goods or services to City with respect to the Marina Property without the prior written consent of City.

## ARTICLE 13. NOTICES

13.1 Place and Method of Notice. All notices, demands, consents and reports provided for in this Agreement shall be in writing and shall be given to City or Almar at the address set forth below or at such other address as they individually may specify thereafter in writing:

CITY: City of Martinez  
Attention: City Manager  
525 Henrietta Street  
Martinez, CA 94553

Facsimile No.: (925)229-5012

- and to -

City Attorney  
670 W. Napa St., Suite F  
Sonoma, CA 95476  
FAX: (707) 996-9603

ALMAR: Almar Management, Inc.  
28441 Highridge Road, Suite 110  
Rolling Hills Estates, CA 90274-4870  
Facsimile No.: (310) 544-1256

and to

Thomas Hogan  
Pacific Marine Development  
3416 Via Lido, Suite G  
Newport Beach, CA 92663

Addresses for notice may be changed from time to time by written notice to all other parties. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by Federal Express or other reliable overnight courier service or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight courier service, the next business day after deposit with the overnight courier service, or (iii) if mailed, the date shown as the date of delivery on the return slip verifying delivery. The nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

#### ARTICLE 14. MISCELLANEOUS

14.1 Additional Work. To the extent Almar is requested to perform services outside the scope of normal property operations for the Marina Property, Almar shall be paid an additional fee equal to five percent (5%) of the out-of-pocket cost for such work. Additional work outside the scope of normal property operations for the Marina Property shall not include the provision of services, which Almar is required to perform pursuant to Sections 2.6 and 2.7 of this Agreement; provided, however, expenditures in excess of \$15,000.00 for a single capital expenditure or expenditures in excess of \$60,000.00 for capital expenditures during any fiscal year shall constitute work outside the scope of normal property operations and Almar's supervision and management thereof shall constitute services outside of normal property operations for the Marina Property..

14.2 No Solicitation. City shall not solicit nor permit any person or entity affiliated with City to solicit for employment any of Almar's employees during the term of this Agreement or during the three-year period following the date this Agreement terminates. This provision shall survive termination of this Agreement.

14.3 Other Marinas. City acknowledges that Almar is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Almar and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by It (whether or not such other facilities may be in direct or indirect competition with City) and may in the future engage in other business which may compete directly or indirectly with the activities of City.



14.4 No Assignment. This Agreement and all rights hereunder shall not be assignable by Almar without City's prior written consent, which may be withheld in the sole and absolute discretion of the City, but may be freely assigned by City upon written notice of Almar without Almar's consent.

14.5 Consents and Approvals. City's consents or approvals may be given only by representatives of City from time to time designated in writing by City, located at the address provided in or pursuant to Section 13.1. All such consents or approvals shall also be in writing.

14.6 Attorneys' Fees and Costs. In the event that any litigation or arbitration shall be commenced concerning this Agreement by any party hereto, the party prevailing in such litigation or arbitration shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including without limitation reasonable attorneys' fees and court costs, whether or not taxable, as awarded by a court of competent jurisdiction, or the arbitration panel, as the case may be. As a separate and distinct right, independent of the foregoing provisions, attorneys' fees incurred in enforcing any judgment shall be recoverable by the party seeking enforcement of any such judgment. The obligation to pay the enforcing party's post-judgment attorneys' fees incurred in enforcing any judgment shall survive any termination of this Agreement and the judgment itself and this provision shall not be deemed merged into any judgment.

14.7 Successors and Assigns. Subject to Section 14.1, this Agreement and each and every provision hereof shall bind and benefit each of the parties hereto and their respective permitted successors and assigns.

14.8 Severability. Should any provisions of this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby and such illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

14.9 Entire Agreement; Modification. This Agreement sets forth the entire agreement among the parties hereto, and fully and completely supersedes any and all prior discussions, agreements or understandings among the parties pertaining to the subject matter of this Agreement. This Agreement may not be modified or amended in any respect except by written instrument executed by all of the parties hereto.

14.10 Interpretation. This Agreement is and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. Titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way, define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and

pronouns stated in the neuter gender shall include the masculine, the feminine and the neuter.

14.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14.12 Venue of Legal Actions: The Superior Court for the County of Contra Costa shall be the venue of any legal action between the parties involving the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY:

ALMAR:

CITY OF MARTINEZ,  
a municipal corporation

ALMAR MANAGEMENT, INC.,  
a California corporation

By: 

By: 

Name: June Catalano

Name: Randy Short,

Its: City Manager

Its: President

**MARTINEZ MARINA**

7 North Court Street  
Martinez, CA 94553  
(925) 313-0942  
Fax (925) 370-6171

**MARINA RATES & FEES SCHEDULE**

November 5, 2003

*All slip charges will be based on the greater of the actual slip length rate or the per-foot-rate applied to the actual length (LOA) of the vessel occupant. Side / End Tie rates will be based on LOA.*

**MONTHLY SLIP LICENSE RATES***Minimum 2 month Stay*

<u>Slip Size</u>	<u>Double Loaded</u>	<u>Single Loaded</u>
	@ \$4.70/Ft	@ \$6.05/Ft
20 Ft	\$94.00/mth	N/A
25 Ft	\$117.50/mth	N/A
30 Ft	\$141.00/mth	N/A
35 Ft	\$164.50/mth	\$211.75/mth
40 Ft	\$188.00/mth	\$242.00/mth
45 Ft	\$211.50/mth	\$272.25/mth

**Monthly Utility Charges:** Includes electric, water and garbage

< 30 feet	\$6.00
30 - 39 feet	\$8.00
> 39 feet	\$10.00

**Dock Box:** \$4.00 / Month

**Security Deposit:** Equal to one months regular slip rate amount

**Key Deposit:** \$25 / Key

**Application / Credit Check Fee:** \$25

**Late Payment Fee:** \$20 / Month

**Lien / Collection Fee:** \$250 (Minimum)

Exhibit A

<b>TRANSIENT / DAILY BERTH RATES:</b>		<i>Maximum 2 month Stay</i>
< 30 feet		\$12.00 / day
30 - 39 feet		\$15.00 / day
> 39 feet		\$20.00 / day

### **LIVE-ABOARD FEES**

<b>Basic Monthly Fee</b>	<b>\$150.00</b>
Includes 1 vessel with up to 2 persons	
<b>Additional Person Fee</b>	<b>\$25.00 / person / month</b>
A maximum of 4 persons per vessel is allowed	

**Boat Launch: (includes 24 hour parking)** \$6.00

**RV Parking: (no utilities included)** \$12.00 / Day

**Dock Service Fees:** \$35.00 / Hour (\$10.00 Minimum)  
Includes charges for such service as garbage pick up, boat repairs, boat tie (re-tie), boat cleaning, pumping and other miscellaneous labor provided by Marina staff.

### **SPECIAL DISCOUNT PROGRAMS**

**6 Month Pre-payment Discount** - The total price of a six (6) month slip license period will be discounted 5% when the entire amount is paid in advance. Future rate increases will also be postponed until the end of the 6 month prepaid period. Does NOT apply to Live-aboard, Utility and other fees.

**Transient Dock Discount** - As a Slip Holder at the Martinez Marina, you are entitled to a 50% discount on transient berth fees at all Westrec marinas in the Bay Area and Delta (includes Tower Park, King Island, and Millerton Lake Marina).

**Fuel Discount** - Westrec Marina slip license holders are entitled to a 5% discount on all fuel purchased at Westrec operated fuel docks in Northern California (includes Tower Park, King Island, Martinez Marina & Millerton Lake Marina).

**WELCOME TO THE MARTINEZ MARINA. PLEASE LET US KNOW IF THERE IS ANY WAY THAT WE CAN MAKE YOUR STAY MORE COMFORTABLE.**

## Kat Galileo

---

**From:** Martinez, CA <webmaster@cityofmartinez.org>  
**Sent:** Wednesday, April 10, 2024 10:00 AM  
**To:** CityClerk  
**Subject:** \*NEW SUBMISSION\* Public Comment

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

### Public Comment

**Submission #:** 3126711  
**IP Address:** 172.58.89.16  
**Submission Date:** 04/10/2024 10:00  
**Survey Time:** 2 minutes, 14 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Public Comment

#### For City Council and Council Subcommittee Meetings and Agenda Items

To submit written comments for an upcoming City Council meeting, complete the form details below. Upon submission, the City Clerk will receive your comments and forward them to the City Council in advance of the meeting. Comments must be submitted by 12pm the day of the meeting.

#### Name

Rebecca Dominguez

#### Company/Organization (If Applicable)

#### City Council Meeting Date

04/19/2024 07:00 PM

For a list of upcoming meetings dates visit: [//www.cityofmartinez.org/government/meetings-and-agendas](http://www.cityofmartinez.org/government/meetings-and-agendas)

#### I wish to speak on:

Agenda Item

#### Agenda Item #

2

#### Comment

Dear Martinez City Council, The people demand you respond to first amendment petition to the government for a redress of grievances under my first amendment I'm here in regards to advocate for citizens who rights you violated under the first amendment the First Amendment's Free Speech Clause prohibits the government from suppressing or forcing conformity with



particular ideas or messages To guard against such abuses of power, the Supreme Court typically has subjected laws that “target speech based on its communicative content” to strict judicial scrutiny This rule applies not only to laws in the form of federal and state statutes and local ordinances but also to government regulations and policies The city of Martinez and City of Martinez council meeting holds public forms in which City of Martinez are trustees of the City and responsible for the safety security of the City and its citizens that are been held in trust for the use of the public and have been used for purposes of assembly, communicating thoughts between citizens, and discussing public questions. Such use of the streets and public places has, from ancient times, been a part of the privileges, immunities, rights, and liberties of citizens Am here today to discuss the breach of that public trust of confidence in regards to the municipal liability of the City of Martinez and the City of Martinez for its purposeful and willfully violation of citizen established constitutional rights This offense occurred when the City of Martinez during the course of City Council meetings require through municipal policy custom and formal policies attempt to enforce illegal and unconstitutional behavior to compel speech through municipal policy forcing citizens during City of Martinez City council meeting participate in patriotic rituals such as the pledge of alligence and that no one can be forced to participate in patriotic rituals such as the Pledge of Allegiance In violation of established law in the state

Thank you,  
**Martinez, CA**

---

**This is an automated message generated by Granicus. Please do not reply directly to this email.**