NOTICE OF MEETING

CITY OF PACIFIC GROVE
MUSEUM BOARD
Tuesday, November 5, 2019 - 5PM

REGULAR MEETING AGENDA

LOCATION: COUNCIL CHAMBER, 1st FLOOR, CITY HALL, 300 FOREST AVE., PACIFIC GROVE, CA

NEXT MEETING: The next regular meeting is scheduled for 5 PM, Tuesday, February 4, 2020.

The Mission of the Pacific Grove Museum of Natural History is:
To inspire discovery, wonder, and stewardship of our natural world.

CALL TO ORDER

1. APPROVAL OF AGENDA

2. PUBLIC COMMENTS

3. APPROVAL OF MUSEUM BOARD MEETING MINUTES (Attached)
   A. Minutes of the August 6, 2019 meeting
      Reference: Broeck Oder, Secretary
      Recommended Action: Approve Minutes

REGULAR AGENDA

4. ITEMS NOT REQUIRING ACTION
   A. Correspondence
      Reference: Elayne Azevedo, Chair
      Recommended Action: Accept Correspondence

   B. City Council Liaison Comments
      Reference: Councilman Huitt
      Recommended Action: Receive Comments

   C. Museum Director’s Monthly Reports for July, August, September 2019
      Report on Museum Website (http://www.pgmuseum.org/monthly-reports/)
      Reference: Executive Director Kihs
D. City Manager’s Comments  
Reference: City Manager Harvey  
Recommended Action: Receive Comments

E. Board Chair’s Comments  
Reference: Board Chair Azevedo  
Recommended Action: Receive Comments

5. REVIEW OF ITEMS OF PREVIOUS MEETING

Approved Minutes of May 14, 2019 Museum Board meeting were forwarded to City Council for their information. (Sent to Kerry Lindstrom and posted on consent agenda of August 2, 2019 City Council meeting.) Lisa Max was officially appointed at the September 4, 2019 City Council Meeting.

6. UNFINISHED BUSINESS

7. NEW BUSINESS

A. Museum Board responsibility for Point Pinos Lighthouse  
Reference: Mayor Bill Peake  
Action: Discussion

B. Collections Care Report  
Reference: Jeanette Kihs  
Action: Review report and decide any needed action.

C. Facility Management Plan  
Reference: Ben Harvey  
Action: Review report and decide any needed action.

D. Performance Metrics  
Reference: Jeanette Kihs  
Action: Review report and decide any needed action.

E. Planning Calendar 2020  
Reference: Elayne Azevedo  
Action: Review report and decide any needed changes.

ADJOURNMENT
The City of Pacific Grove does not discriminate against persons with disabilities. City Hall is an accessible facility. A limited number of devices are available to assist those who are deaf or hard of hearing.
CALL TO ORDER
Present: Chair Elayne Azevedo, Secretary Broeck Oder, Board Member John Pearse, Board Member David Laws; City Council Liaison Robert Huitt; and Mayor Bill Peake, Assistant City Attorney Heidi Quinn, Executive Director Jeanette Kihs. Also present: City Manager Ben Harvey; Museum Director of Exhibits and Education Juan Govea; and Lisa Max, member of community and pending member of Museum Board.

1. APPROVAL OF AGENDA
Agenda approved by consensus.

2. PUBLIC COMMENTS
None.

3. APPROVAL OF MUSEUM BOARD MEETING MINUTES
The Minutes of the 14 May 2019 meeting were approved.

REGULAR AGENDA

4. ITEMS NOT REQUIRING ACTION
   A. Correspondence
      None

   B. City Council Liaison Comments
Council Member Huitt began by thanking the members of the Board for their service and noting he had several items. First, the status of the Monarch Sanctuary restroom facility is proceeding well, with the path grading completed. The water lines were scheduled to be installed in the third week of August, 2019, so the restroom facility should be in operation “very shortly.” Council Member Huitt also reported that the City has assumed management of the gift shop at the Point Pinos Lighthouse, and a few part-time employees will supplement volunteers. In other City Council matters, Council Member Huitt noted the street improvement work on Congress Avenue was underway, proceeding well, and will be ADA accessible when finished; the project has generated positive public
input to this point. Council Member Huitt next reported the City as met with the Coastal Commission on the Local Coastal Plan, but it is not completely resolved at this time. It is hoped that answers to pending points will be forthcoming soon, and if the LCP is approved, the City will take over permitting in the area in question.

C. Museum Director’s Monthly Reports for April, May, and June, 2019
Museum Director Kihs happily reported that the strong attendance numbers seen in January-February-March, 2019 have continued in April-May-June. Board Chair Azevedo noted the success of the outreach to the Library and other local institutions. Director Kihs noted that most Museum members come to the Museum for specific events, not just to visit, thus attendance figures each day from 10:00 A.M. to 5:00 P.M. largely reflect visits by non-members.

D. City Manager’s Comments
City Manager Harvey reported that he and Director Kihs have noted some vagueness in the City-Museum financial assets listing. City Manager Harvey, Director Kihs, and appropriate others will make a determination in this regard. City manager Harvey also submitted a future agenda item for a plaque featuring a poem on a public bench outside the Monarch Sanctuary. City Manager Harvey noted that at the current time the entire issue of the bench is under consideration, thus this matter may not reach the Museum Board for consideration.

E. Board Chair’s Comments
Chair Azevedo noted this was the Board’s first meeting in the City Council chamber, as well as its first meeting on the first Tuesday of a designated month; this location and time will be utilized going forward.

5. REVIEW OF ITEMS OF PREVIOUS MEETING
None.

6. UNFINISHED BUSINESS
A. Assistant City Attorney Heidi Quinn conducted a review of the new Handbook referenced previously, “Boards, Committees and Commissions Handbook” for the City of Pacific Grove.” Ms. Quinn noted that the new handbook was necessary because the older version was long and sometimes self-contradictory, thus causing misunderstandings. It thus made sense at this time to align all the rules, procedures, etc. in a new handbook. Ms. Quinn highlighted the distinctions between “Charter Committees,” committees established under the Pacific Grove Municipal Code, and others which do not fall into either of the two noted realms. In the realm of the role of committee members, City Manager Harvey, the City Attorney’s office, and Council Liaison Huitt are the key resources for information and advice. Assistant City Attorney Quinn drew special attention to “Committee Meetings” (p. 11), with emphasis on the prohibition pertaining to “serial meetings” vis-à-vis the Brown Act. She additionally noted that a Museum Board
quorum for a legal meeting is three (3) of the five (5) members; additionally, all City committees are to operate on “Robert’s Rules of Order,” which is an improvement in efficiency and standardization of meetings. Ms. Quinn also especially highlighted “Actions Taken by Committees,” urging all members to review that section in light of duties and other responsibilities thereunto related. Ms. Quinn solicited questions from the Members of the Board, and Member Pearse asked about keeping Members’ terms staggered, and Ms. Quinn noted that this will be attended per pages 5-6. Member Pearse also, based on p. 11, asked if the Board’s agenda is readily available at the Library. Ms. Quinn indicated that may not have been the case heretofore, but that the agenda will definitely be appropriately available at the Library going forward, and City Manager Harvey confirmed it would be so. Member Pearse also, with Ms. Quinn, observed that all Members of the Museum Board must be aware that personal electronic devices can have information that can possibly be seen or reviewed by the public, especially if the material on the computer could well be a public document without the Board Member’s knowledge. Caution and awareness are key.

B. City Manager Harvey referenced the audited financial reports from the Foundation Board to the City, and all items were in agreement.

7. **NEW BUSINESS**
   A. The Business and Fund Development Plan has all partners listed, and while there may be some differences among the types of partnerships, *all* are considered “partners.”

   B. On the Exhibits Plan, Chair Azevedo indicated the combined utilization of arts, literary arts, and “hard-core science” for children and adults

   C. Board Member Oder inquired about the status of the Museum’s emergency preparedness and response plan; Director Kihs noted that there is a plan but that it is currently “being revised.” The November meeting will see further consideration.

   D. The next meeting of the Museum Board will be Tuesday, November 5, 2019, in the City Council Chamber.

**ADJOURNMENT: 5:45 P.M.**
TO: Museum Board
FROM: Bill Peake, Mayor
MEETING DATE: November 5, 2019
SUBJECT: Point Pinos Lighthouse
CEQA: Does not constitute a “Project” under California Environmental Quality Act (CEQA) Guidelines

RECOMMENDATION
Provide feedback on adding the Point Pinos Lighthouse to Museum Board responsibilities.

BACKGROUND
A description of the Point Pinos Lighthouse can be found in the construction contract (Attachment 1). The Lighthouse began operation February 1, 1855. It is on the U.S. National Register of Historic Places.

The lighthouse and surrounding land were deeded to the City of Pacific Grove in 2005 with easements, restrictions and covenants (Attachment 2). The U.S. Coast Guard maintains the lantern as an aid to navigation. The City is obligated to preserve the building. Two houses adjacent to the lighthouse remain U.S. Coast Guard property.

The Heritage Society of Pacific Grove has responsibility for building restoration, preservation, interpretation, and grounds by agreement with the City (Attachment 3).

The city’s Public Works Department manages the lighthouse. Operations consist of:

- City led lighthouse tours by docents and staff
- City operated gift shop
- City managed private and public events
- Heritage Society building restoration, preservation and exhibits
- City and Heritage Society native plant restoration (2.5 acres) and landscaping (0.5 acres)

Revenue is generated through visitor fees, donations and gift shop sales. Lighthouse revenue and expenditures are approximately $100,000/yr. It has been financially self-sustaining for years. The Heritage Society also has approximately $50,000 in lighthouse funds.

More information can be found at https://www.pointpinoslighthouse.org/

DISCUSSION
By resolution 11-072 the Museum Board was relieved in 2011 of responsibility for advising City Council on the lighthouse (Attachment 4). This action was taken as a result of an agreement with the Heritage Society. Since this time no city committee, board or commission has responsibility for advising Council or receiving public input on the lighthouse.

Recently I’ve been asked for a venue for public input on the lighthouse. The Heritage Society has declined to hold public meetings. City staff conduct monthly docent meetings which are not noticed or open to the public. Heritage Society volunteers hold informal meetings among themselves.

The Museum Board or Recreation Board are obvious candidates for assuming lighthouse responsibility. The Recreation Board advises on renting city facilities and special events. However, feedback from the Recreation Board has not been positive. The Museum Board would be a good fit for this added responsibility because the lighthouse is now an historical museum.

ATTACHMENTS
1. Contract for Lighthouses in the State of California
2. Quitclaim Deed between the US Coast Guard and City of Pacific Grove
3. City Council Resolution 11-072 on Museum Board Responsibilities for Point Pinos Lighthouse
4. City Agreement with Heritage Society for Point Pinos Lighthouse 2019

FISCAL IMPACT
None.

RESPECTFULLY SUBMITTED:

_____________________________
Bill Peake
Mayor
Collections Care Report 2018-2019

- New records added to catalogue- 475
- Records removed from catalogue- None
- Objects inventoried- 2,435
- Image files added to database- 8,584
- Objects cleaned and rehoused- 682
- Objects newly available to view online- 1,244
- Treatment completed on 27 bird specimens by conservator.
- Volunteer taxidermy program has prepared 15 study-skins for accession to either permanent or education collection.
- Archives assessment ongoing, 93 documents transcribed by volunteers.
- Monthly monitoring of environmental conditions in collection storage is ongoing.
## FY 2019-20 Museum Facility Maintenance

This plan provides an outline of the projected City and Museum Foundation’s planned maintenance for the Pacific Grove Museum of Natural History, for the FY 2019/2020 budget.

This plan does not detail any ongoing facility janitorial services provided by the City. Those are addressed separately.

<table>
<thead>
<tr>
<th>Status</th>
<th>Task</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled for FY19/20</td>
<td>HVAC and Electrical systems need upgrading</td>
<td>This project was approved as part of the FY19/20 CIP.</td>
</tr>
<tr>
<td>City Seeking Quotes</td>
<td>Lead Paint in Windows and Window Replacement</td>
<td>The paint is chipped on the areas between the windows. They need to be repainted, but it looks like the metal has some rust. There are also additional clear windows that are broken (and have been for some time) and need replacing. City staff is seeking quotes.</td>
</tr>
<tr>
<td>Ongoing</td>
<td>Spot Painting of interior</td>
<td>Public Works has completed spot painting and will continue to address painting needs on an ongoing basis.</td>
</tr>
<tr>
<td>Pending</td>
<td>Energy Efficiency</td>
<td>The City has performed the evaluation of buildings to determine energy efficiency. This item went before City Council at their July 11, 2018 meeting. Staff will be implementing an energy efficiency program on all facilities, including the museum. New LED lights were installed at the museum.</td>
</tr>
<tr>
<td>Pending</td>
<td>Drywall over old wooden door cover</td>
<td>Public Works will evaluate the extent of the work and take appropriate action</td>
</tr>
<tr>
<td>Completed January 2018</td>
<td>Whale Matting</td>
<td>Whale matting was completed in January 2018.</td>
</tr>
<tr>
<td>Completed May 2018</td>
<td>Refurbish kiosk/ Install Iron ranger</td>
<td>City performed these task after the overwintering season.</td>
</tr>
<tr>
<td>Complete October 2016</td>
<td>Dehumidify basement</td>
<td>PW staff dehumidify the basement and built a structure around the drain or cover the drain in the basement so humidity remains low.</td>
</tr>
<tr>
<td>Complete August 2018</td>
<td>Landscaping Project</td>
<td>Replaced existing Landscaping on the corner of Grand and Central with Low Impact Landscaping incorporating native plants and rain collection.</td>
</tr>
<tr>
<td>Complete September 2017</td>
<td>Install Sanctuary Signs</td>
<td>Signs fabricated for Sanctuary entrance. Signs were installed prior to Overwintering.</td>
</tr>
<tr>
<td>Complete</td>
<td>Pressure Wash Exterior</td>
<td>Exterior painting on Grand side was pressure washed.</td>
</tr>
<tr>
<td>Complete</td>
<td>Elevator Floor</td>
<td>Complete.</td>
</tr>
<tr>
<td>Tabled</td>
<td>Grand Avenue side building exterior painting / Loading Dock</td>
<td>Painting was recommended to facilitate the Mural Project. Pressure Washing Completed prior to painting. Mural Project, and therefore associated painting project was tabled.</td>
</tr>
<tr>
<td>Tabled</td>
<td>Stair and Mezzanine Railings</td>
<td>The project was scheduled for the FY18/19 CIP and was tabled until the museum shows renewed interest in the project.</td>
</tr>
<tr>
<td>Activity</td>
<td>17-18</td>
<td>18-19</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------</td>
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</tr>
<tr>
<td>General Attendance</td>
<td>17,620</td>
<td>19,181</td>
</tr>
<tr>
<td>In County Visitors (59%)</td>
<td>10,477</td>
<td>10,166</td>
</tr>
<tr>
<td>Out of County Visitors (41%)</td>
<td>7,143</td>
<td>9,015</td>
</tr>
<tr>
<td>Science Saturday</td>
<td>5,092</td>
<td>5,498</td>
</tr>
<tr>
<td>Field Trips</td>
<td>4,997</td>
<td>5,434</td>
</tr>
<tr>
<td>Museum Events</td>
<td>4,429</td>
<td>3,415</td>
</tr>
<tr>
<td>Birthdays</td>
<td>697</td>
<td>611</td>
</tr>
<tr>
<td>Facility Rentals</td>
<td>840</td>
<td>1,234</td>
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<tr>
<td>Meetings</td>
<td>1171</td>
<td>1,196</td>
</tr>
<tr>
<td>Misc. Groups (Adults, College Students etc)</td>
<td>275</td>
<td>338</td>
</tr>
<tr>
<td>Summer Camps</td>
<td>91</td>
<td>93</td>
</tr>
<tr>
<td><strong>Total On-site Attendance</strong></td>
<td>35,212</td>
<td>37,000</td>
</tr>
<tr>
<td>Monarch Sanctuary Attendance</td>
<td>35,265</td>
<td>23,220</td>
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<tr>
<td>LiMPETS</td>
<td>3,888</td>
<td>3,690</td>
</tr>
<tr>
<td>Watershed Guardians</td>
<td>1,773</td>
<td>981</td>
</tr>
<tr>
<td>Other Educational Outreach</td>
<td>3,325</td>
<td>4,657</td>
</tr>
<tr>
<td><strong>Total Off-site Attendance</strong></td>
<td>44,251</td>
<td>32,548</td>
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<tr>
<td>Volunteers</td>
<td>106</td>
<td>128</td>
</tr>
<tr>
<td>Volunteer Hours</td>
<td>4,992</td>
<td>5,558</td>
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<td></td>
<td>Feb 4</td>
<td>May 5</td>
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<tr>
<td>Director's Reports</td>
<td>x</td>
<td>x</td>
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<tr>
<td>Officer Election</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Annual Report 2018</td>
<td></td>
<td>x</td>
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<tr>
<td>Audited Financials 2017-18</td>
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<tr>
<td>Business &amp; Fund Development Plan</td>
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<td>Collections Care Report</td>
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<td>Exhibits Plan</td>
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<td>Facility Management Plan</td>
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<tr>
<td>Performance Metrics</td>
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<tr>
<td>Planning Calendar</td>
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CONTRACT FOR LIGHTHOUSES IN THE STATE OF CALIFORNIA

Memorandum of a contract made this 30th day of April in the year 1852, Between Francis A. Gibbons and Francis X. Kelly of the City of Baltimore in the State of Maryland of the first part and Thomas Corwin, Secretary of the Treasury of the United States for and on behalf of the United States of the second part.

Whereas by an Act of Congress approved September 28th 1850 there was appropriated for a lighthouse at Alcatraz Island, for a lighthouse at Point Conception and a fog signal, for a lighthouse at Battery Point entrance of the Bay of San Francisco, for a lighthouse at San Diego, for a lighthouse and fog signal at Monterey, for a lighthouse at Farallonies off the harbor of San Francisco and a fog signal, in the State of California, and for the transportation, erection and placing the same the sum of Ninety Thousand Dollars. And by the Act of 3 March 1851 for a lighthouse at Humboldt Harbor in said State of California the sum of Fifteen Thousand Dollars, and by both of said Acts, for a lighthouse and fog signal at Cape Disappointment in the Territory of Oregon appropriations were also made and whereas the said parties of the first part have undertaken and hereby agree and contract to erect the said several lighthouse structures above mentioned at the several points already indicated as to be indicated as the sites thereof by the Officers of the Coast Survey of either brick or stone as they may elect upon the plans and according to the printed specifications hereto attached except that the best quality of lime and sand mortar to be substituted for cement, and in the structure to be erected at Cape Disappointment, the tower to be detached from the keepers dwelling as recommended by the report of LT A. Harrison and the heaviest description tin prepared and painted in the best mode be substituted for slate in the construction of the roofs in the several structures and to finish and complete the same on or before the 1ST day of November 1853.

And the parties of the First part do hereby consent and agree with the parties of the Second part to fit up the lanterns of the said several lighthouses to be erected by them under this agreement in the following manner and according to the several modes herein particularly referred to, That is to say - the lantern of the lighthouse at Farallonies Island to show a revolving light of red and white shades, and to be fitted with fourteen of the improved lamps now in use and fourteen best quality sixteen inch parabolic reflectors on each of two sides of the square. Said reflectors to be framed upon a die, and placed with said lamps upon an oblong square seven on each side in two tiers in the same manner and in all respects similar to the illuminating apparatus of the Fire Island Lighthouse in New York.

The illuminating apparatus of the lighthouse to be erected at Point Conception to be in all respects similar to that to be erected on Farallonies Island above described with the exception that it is to exhibit a revolving white light instead of red and white shades as shown in the Fire Island Light.

The illuminating apparatus of the lanterns of the lighthouses to be erected at San Diego, Monterey, Battery Point and Humboldt Harbor to be fixed and to consist of twelve lamps and twelve sixteen inch parabolic reflectors to be placed and fitted in all respects to that of the Libby Island Light in the State of Maine.

The illuminating apparatus of the lighthouse to be erected on Alcatras Island to be stationary and to consist of eight sixteen inch parabolic reflectors arranged in all respects in the plan of that in the lighthouse at Stonington in the State of Connecticut.

The illuminating apparatus of the lighthouse to be erected at Cape Disappointment to be a revolving light and to consist of fifteen lamps and fifteen parabolic reflectors similar to the light at Cape May in the State of New Jersey,
And the said party of the first part do further agree to furnish and provide for each of the several lighthouses to be erected under this contract two extra lamps and twenty-four screw caps for each lighthouse, five double tin oil butts to contain ninety gallons each, a three gallon oil measure, a lantern canister and trivet, a tin wick and tube box, a hand lantern and lamp, two pairs of scissors, two files, six wick formers, a glaziers diamond, a pair of cutting nippers, pliers, wick trimmer, three buffskins and one pound of tripoli powder. These articles to be of the kind and quality as in actual use in the several lighthouses in the United States. The reflectors, lamps and other fixtures and effects to be furnished under this agreement to be of the most approved quality of American manufacture now in use in the several lighthouses in the United States. And it is further understood and agreed that the said parties of the first part are to use the best hydraulic cement in the construction of the several cisterns required by this contract and that each of said lighthouse structures shall be at least 100 feet from the top of the lantern to the water and that they the said parties of the first part will fully complete and fit the same and furnish all the requisites for lighting the same herein before enumerated and deliver over to the said party of the second part or to an authorized agent of the Treasury Department the said several structures when thus completed in a state ready for lighting. The said parties of the first part further agree and stipulate to purchase every article and thing connected with the lighting apparatus of said several lighthouses from the persons who have contracted with the United States to furnish apparatus for all lighthouses, and to pay therefor the prices stipulated in their said contract with the United States, and it is understood and agreed that the party of the second part is to have the privilege of furnishing any or all of the said lighthouses with the French Lens instead of the apparatus herein before described at the proper cost and charges of the United States, and that in such case the parties of the first part will deduct from the gross sum of this contract the cost of the lighting apparatus herein stipulated to be furnished by them and it is further agreed that the party of the second part may at his option may dispense with the erection of the several fog signals herein before mentioned and that in such an event the cost of them is to be deducted from the gross amount of this contract.

And the said Thomas Corwin Secretary of the Treasury as foreseen for and on behalf of the United States, as aforesaid agrees and stipulates that upon the completion of the said several structures according to the subjoined plans and specifications with the exceptions indicated, and upon the delivery and setting up of the lighting apparatus according to the terms of this agreement, and the inspection and approval thereof by the Collector of the district in which any of said structures may be situated or other authorized agent of the Treasury Department to be appointed by the Secretary of the Treasury, he the said party of the second part will cause to be paid to the said parties of the first part or their assigns, the sum of One hundred and thirty six thousand dollars. And the said party of the second part for and on behalf of the United States, further agrees and stipulates that upon the completion as aforesaid of each or any one or more of said structures according to this agreement, the sum of Fifteen thousand dollars, is to be paid for each of those on the coast of California, and Thirty one thousand dollars for that in Oregon with a reservation of twenty percent on the Oregon lighthouse unless it be the last one completed.

And it is further agreed between the parties to this contract that in consideration of the advances of money to made by the parties of the first part for the illuminating apparatus and other materials for the said several lighthouses to be sent from Atlantic ports, that as soon as the said illuminating apparatus lantern fixtures, fog signals, oil vessels and tin are shipped and insured and the
policy of insurance is signed and delivered accompanied by a duplicate of the bill of lading to the said party of the second part, and upon the execution and delivery of a penal bond in the sum of Seventy five thousand dollars, with security to the satisfaction and approval of the second part conditioned for the faithful execution of this contract on the said aprties of the first part, he the said party of the second part will thereupon pay and advance to the said parties of the first part, or to their order, the sum of Thirty five thousand dollars. And the said party of the second part further agrees and stipulates that in case a Revenue Cutter or other public vessel of the United States should be proceeding to the Pacific Coast at about the same time said above named illuminating apparatus lantern fixtures, fog signals, oil vessels and tin, together with the entire wood-work of said several lightouses except the joists and rafters, are ready for shipment, that the same will be taken on board of said vessel and delivered to the Collector of San Francisco free of charge to the said parties of the first part, and in the event that no such vessel is sent as aforesaid, that then and in that case the said party of the second part will be bound to otherwise transport the said articles by vessel or vessels free of freight to San Francisco, provided the entire weight on the woodwork does not exceed Two thousand five hundred dollars exclusive of the freight on the other articles, and provided further that in case the said articles are transported by the parties of the first part, that the party of the second part will pay therefor upon the production to him of the evidence of such shipment as herein before mentioned, the usual and customary cost of the freight thereof.

And it is further agreed and stipulated that the said articles so to be shipped as aforesaid, are not to be delivered to the said parties of the first part at San Francisco, but the same are to remain in the possession of the Collector until delivered at the several points where the same are to be used and to which several places the same are to be transported under the authority of said Collector when required by the said parties of the first part in a Revenue Cutter of the United States or other vessel the said parties of the first part being also required therewith in the said Cutter a competent artisan and a sufficient number of workmen to place said apparatus and fixtures without unnecessary delay in the several towers erected for their reception. It is to be understood however that in case the said parties of the first part shall prefer to ship the said illuminating apparatus, lantern fixtures, fog signals, woodwork and other accessories or any part thereof directly to the several points and place the same in the several structures without going to San Francisco that they the said parties of the first part shall have the right and privilege to do so.

It is further understood that the advance payment of Thirty five thousand dollars herein provided for, is to be deducted from the specific payments upon each lighthouse as the same are respectively finished in prorate proportion, that is to say - Three thousand eight hundred and sixty dollars of said advance payment are to be deducted from the price of each of the several lighthouses in California and the sum of Seven thousand nine hundred and eighty dollars from the price of that in Oregon.

And it is further understood and agreed between the parties that no member of Congress is to be admitted to any share, or to any way to participate in the advantages of this contract nor to be directly or indirectly interested therein.

In testimony whereof the said parties of the first part hereto subscribe their names and affix their seals and the said Thomas Corwin Secretary of the Treasury and on behalf of the United States hereto subscribe his name and affixes the seal of the Treasury Department the date first above written,

Signed in duplicate in presence of
George E.Tingle
L.C. Turner

F. A. GIBBONS
Fran. X. KELLY

Secretary of the Treasury
SPECIFICATIONS

For a lighthouse at the direction of appointed for the purpose, agreeably to drawings made by Annie T. Young architect for the same, and in conformity to these specifications.

Description of building The building is to be thirty eight by twenty feet on the outside. The exterior walls of the house are to be constructed of rubble masonry, of the stone of the country, or of hard brick, and the interior walls and the walls of the tower of hard brick, all laid in the best hydraulic cement mortar. Under the whole house is a cellar six feet deep in the clear, under the flooring joist of entrance story floor.

Walls The cellar exterior walls and the exterior walls of the building, if of stone are to be 16 inches thick. The cellar floor is to be paved with best quality hard paving brick.

Doorway to enter cellar from the outside of the building, with steps to go down, a stone curb around it, and bulkhead over it to protect it against storms, etc. There will be two windows, of six lights each, 8 by 10 glass, in the cellar. The walls of the house are to be carried up 9 1/6 feet above top of entrance story floor, when the flooring timbers of the attic flooring will be laid on, then carried up three feet to the plates where it will receive the rafters.

Chimneys. Chimneys at each end, one of which to have a fireplace, the other a hearth and flue, with proper funnel pipe for a cooking stove in the entrance story, one fireplace in the attic chamber, and a funnel, and a funnel pipe for a stove in the other.

Entrance story. The entrance story is divided into two rooms, with an entrance vestibule, stairway, etc., of eight feet between them. The stairs lead from the entrance vestibule to the attic and lantern, and under them are the stairs leading from the kitchen to the cellar. The space back of the stairway is divided into two closets, one opening to each room, and to be finished with shelves and other necessary conveniences.

Attic story. The attic is divided into two chambers, with the tower and stairway between them. In front of the stairway is a closet opening into it, and in rear are two recesses, one opening into each chamber.

Timber. The lower flooring joints are to be 3 by 8 inches, 15 inches apart, and doubled as trimmers, and as trimming joist at the side of the hearth and other openings, the attic flooring to be the same. The ridge of the roof to receive the upper end of the rafters, is to be a truss of 7 by 7 inches timber, of sufficient depth and strength to support the roof, and on one side to support the fog bell, to be placed there at the side of the tower.

Roof. The roof is to be rectangular, and have one third pitch, the rafters are to be 3 by 6 inches, and to be two feet apart, resting on the plates and ridge, crossed with good seasoned inch boards, milled and matched, and well nailed on. It is to be covered with the best quality of Ladies slates laid one third of an inch less than one third of their length to the weather, nailed on and secured to the boarding by the best copper, or composition nails, for the purpose.

Light Tower. In the center of the building is to be a circular tower, eight feet in diameter on the inside, built on a proper foundation, 20 inches wide and two feet deep below cellar floor, and up to three feet above the ridge of the house, and there receive a stone coping of one foot, rise and ten inches projection, of proper width. Its walls are to be one foot thick and connected with the outer walls by brick partition walls eight inches thick. In the walls will be proper opening for the doorways, etc. and for one window in front above the roof of six lights, 9 by 12 inches. The openings will have to be secured by arches turned over them, and extra security given to the walls by insertion of nail plate in the joints of the masonry at proper
intervals and places.

Deck. The upper end of the tower, forming a deck for the lantern to rest upon, is to be arched over, leaving a proper sized opening for a scuttle to enter the lantern. The arch is to be a domical arch of twenty inches rise, its thrust to be counteracted by an iron bar hoop 1 3/4 inches square, let into the brickwork at the proper height. The arch is to be 8 inches thick at the crown and the deck to have a pitch of 6 inches from the center down to the front edge of the coping or cornice of the tower. The deck is to be covered with 20 oz. copper sheathing laid down on a proper surface prepared by covering the brickwork with boarding 1 1/4 inch thick, nailed into timbers let into the brickwork of the tower and secured to it, this boarding to be covered with sheathing paper, thoroughly saturated with and laid down in tar. On this the copper sheathing is to be secured in a secure manner with copper, or composition, nails, and also to the front edge of the coping in the most efficient manner. The scuttle door to be covered with copper sheathing and to be made tight and secure.

Leadwork. The tower and chimneys will be collared with lead and properly secured with lead or zinc flashings.

Windows. There will be three windows in each room of the entrance story, and one in each of the chambers, 12 lights each of 9 by 12 inch cylinder glass.

Doors. The outside door in front will be 3 feet 4 inches by 7 feet 4 inches, 1 1/2 inches thick, four panels and two frieze lights, the outside door of porch 2 feet six inches by 7 feet, 1 1/4 inches thick, four panels. In the attic story are two doors, 2 feet six inches by 6 feet 6 inches, 1 inch thick, four panels, In the entrance story are five inside doors, two feet eight inches by 7 feet, 1 1/4 inches thick, four panels. In the attic story one to closet, two feet 4 inches wide and as high as the roof will admit. On the front door will be a lock and on all the doors, good hinges, lathes, bolts and fastenings.

Plastering. The stairway and cross walls above the cellar are to be plastered on the walls; all the rest of the walls above the cellar, together with the porch, is to be furred, lathed, and plastered in a decent manner.

Floors. All the floors are to be laid double, the upper one of southern pine.

Stairs. of southern pine are to be constructed from the entrance to the lantern, and from the kitchen to the cellar, in a proper manner.

Stone steps. There are to be stone steps to the front door, also to the outside door of the porch.

Porch. Attached to the back of the house is a frame porch 12 by 10 feet with a lean to roof boarded and slatted. The floor is eight inches below floor of entrance story, and the room 7 feet high. There is to be one window, twelve lights, 8 by 10 glass. It is to have a proper sink, shelves, etc.

Gutters. There are to be gutters to all the eaves, with trunks to lead the water into the cisterns.

Painting. All the wood work of the house, except the floors, to be painted - three coats best quality of paint, floors and stairs oiled with linseed oil.

Lantern. On the roof of the tower is to be a wrought iron lantern, sufficient in height and diameter to contain six lights in each octagon 16 by 24 inches and two copper panes 12 by 16 inches. In four of the copper panes ventilators are to be constructed to admit the air when required and to keep out the water. There are to be lantern ports 1 1/4 inch square to run down through the deck and arch and to be tightly secured by bolts to the inside of the tower. To these are to be secured, in a proper manner, the iron sash with rebates 3/4 inch in depth. A door 2 by 4 feet is to be made on one side of the octagon, and which is to be glazed and partially covered with copper, if required, and made to shut tight into rebates, having two string turn buttons and handle.

Dome. The top of the lantern is a dome formed by 16 rafters of iron, concentrating into an iron hoop 12 inches in diameter, 5 inches wide and 5/8 inch thick at top, and at bottom secured to top rail of lantern or the sashes which is 3 inches wide and forms a favorable termination to it. On the top of this dome is a traversing ventilator and vane, covered with copper; ventilator, 15 inches in diameter.
20 inches high, vane 30 inches long, 12 inches wide. Around the lantern are to be eight iron railing posts, 11/8 inches square standing off 22 inches from the outside of the post of the lantern, the bottom end to be fastened securely to the deck, and at the top secured to the post of the lantern. Two railing 3/4 inch round iron, are to go quite around through these posts. Across the base of the dome is to be an iron bar one inch square, riveted to the upper bar of the sash.

Glass The lantern to be glazed with the best made French, Paris plate glass, 1/4 of an inch thick, no pane less than 3/16th of an inch thick to be allowed to be put in. On one side of the tower is to be a good fog bell, with its proper fixtures complete. Bell to weigh 700 pounds and to be of as shape a tone as possible. The lantern to be painted three coats of black outside and white inside.

Electrical rod A copper electrical rod, 5/8th of an inch diameter, is to be run up two feet above the vane, and from thence down to and two feet into the ground.

Outhouse To construct an outhouse 5 by 4 feet the walls to be inch boards, milled, joined and matched, the roof boarded and shingled. The inside finished with proper seats, door, etc.

Cisterne A brick cisterne is to be constructed in the cellar, to hold 1,000 gallons, the walls and bottom of which are to be one foot thick, laid in cement mortor of the best quality, and plastered on the inside with the same and finished with proper pump and pipes leading to the sink. The whole to be done in good workman like manner, of best materials, and in every particular to the satisfaction and approval of the commissioner appointed to build the same, or any person he may appoint for that purpose.
Memorandum of a certain contract dated 30th day of April 1852 Between Francis A. Gibbons and Francis X. Kelly of the City of Baltimore of the first part and Thomas Corwin, Secretary of the Treasury of the United States for and on behalf of the United States of the second part.

The said Gibbons and Kelly agree that they have received notice from the Secretary of the Treasury that the said Secretary of the Treasury will introduce the French Lens and Mssrs. Gibbons and Kelly admit the right of the Secretary to do so. The said Gibbons and Kelly hereby yield their right under the contract hereby modified to furnish the lanterns, and consequently theirs to be reimbursed the costs for the transportation thereof from the Atlantic Coast to San Francisco. The second party hereby agrees to deliver as needed and in time for use the said lanterns and lens at the several places needed and required. The second party further agrees that the towers for the said lights shall have been regarded as finished when the coping shall have been laid. And their summits duly protected from the weather and all the interior work beneath it finished according to contract.

It is also agreed that unless said lens and lanterns shall be delivered by the second party at the locality needed in a Revenue Cutter or other Government vessel, then and in such event the first party shall have the right of transporting such lens and lanterns from San Francisco to the locality desired, and for such transportation shall be paid the customary freight thereon. This is in no wise to alter the original contract in regards to the transportation of other materials. It is further agreed that the cost of the lanterns originally specified in this contract to said first party is to be deducted from the gross amount to be paid by the government for erecting said lighthouses which deduction shall be made pro rata on each structure.

By the cost of lanterns is understood to be intended the cost at which they would be furnished by respectable and responsible parties properly made and furnished according to the original contract terms of the original contract.

The Government hereby elects to dispense with the fog bells, the cost of which is to be deducted as aforesaid.

In Testimony where the parties hereto sign and seal as in the original contract this 21ST day of May 1852.

Signatures

Memorandum of modifications of a contract dated 30 April 1852 between Francis A. Gibbons and Francis X. Kelly of the City of Baltimore of the first part and Wm. L Hodge Acting Secretary of the Treasury of the United States for and on behalf of the United States of the second part.

It is agreed that the detached tower for the light at Cape Disappointment, Oregon shall be enlarged so as to measure twenty feet at the base and twelve feet at the top exterior measurement, and the wall three feet thick at the base and two at the top, to be built of brick or stone of good material in the manner specified in the original contract, with stone window and doorways and double doors.

It is further agreed for the foregoing additions the said party of the second part will pay to the said Gibbons & Kelly, the sum of seven thousand, five hundred dollars, in addition to the original contract price for this lighthouse.

It is further agreed between the parties that if the Treasury Department or its agents under its authority wishes the walls of any of the lighthouse towers in California increased in thickness it shall have the privilege of so doing by paying to the said Gibbons and Kelly the sum of one hundred dollars for each 1,000 brick laid in such increase without other extra charge therefor of any kind.

Signatures
The deductions for the cost of lanterns, lighting apparatus and fog signals agreed upon by and between Francis A. Gibbons & Francis X. Kelly of the first part and the United States by and through the Secretary of the Treasury of the second part, stipulated for by the terms of a certain memorandum of modifications of a contract now substituting for the erection of seven lighthouses in California and one in Oregon, said contract bearing date 30 April 1852, are hereby agreed upon by said parties as follows, viz.

From the contract price of the lighthouse to be built at Alcatraz Island $882.74
From that at Point Conception, $1,212.74.
From that at Battery Point $1,002.74.
From that at San Diego $1,002.74.
From that at Monterey $1,002.74.
From that at Faralones Osland $1,212.74.
From that at Humboldt Harbor $1,002.74.
From that at Cape Disappointment Oregon $1,212.74.

It is further agreed between the parties as explanatory of the last clause in the memorandum of modification, bearing date the 5th of August 1852 that in case any of the lighthouses contracted to be built by the said parties shall be built of stone that in such case and in the event of an increase of the thickness in the walls being directed that such increase shall be estimated as brick and paid for according to the terms of said last clause of the modifications herein referred to.

In witness whereof the parties subscribe their names hereto this 7th day of December 1852.

Thos. Cowin, SecTreas.
Gibbons
Kelly
QUITCLAIM DEED

THIS DEED is made as of the ______ day of _______ 2005 between the UNITED STATES OF AMERICA, acting by and through the Commander, U.S. Coast Guard Maintenance and Logistics Command Pacific, acting under written delegation of authority dated November 15, 1996, issued by the Commandant, U.S. Coast Guard pursuant to the power and authority of the Secretary of the Department of Homeland Security, as set forth in the Homeland Security Act of 2002 (Public Law 107-296, enacted November 25, 2002) ("GRANTOR"), and further pursuant to the authority contained in the provisions of the Maritime Transportation Security Act of 2002, Public Law 107-295, Section 349 (the "Act"); and the CITY OF PACIFIC GROVE, a political subdivision of the State of California, acting by and through the City Council of the City of Pacific Grove, and its successors and assigns ("GRANTEE").

GRANTOR, without payment of consideration, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM, without representation or warranty, express or implied, unto the said GRANTEE, its successors and assigns, the property commonly known as the Point Pinos Light Station, GSA Control No. 9-U-CA-1603, hereinafter referred to as the "Property", legally described as a parcel of land situated in the County of Monterey and State of California, more particularly described in Exhibit "A", and depicted on the "Survey Plat" map described in Exhibit "B", both of which attached and incorporated by reference herein.

TOGETHER WITH all buildings, improvements, and personality located thereon, and all and singular the tenements, hereditaments, appurtenances, improvements thereunto belonging, or in anywise appertaining, except as rights to same may be retained herein.
The terms "GRANTOR" and "GRANTEE" as used in this Quitclaim Deed to designate either of the parties herein shall be deemed to include the heirs, representatives, successors, and assigns of each such party.

The term "Commandant" as used in this Quitclaim Deed shall mean the Commandant of the United States Coast Guard.

The term "Federal Aid-to-Navigation" as used in this Quitclaim Deed shall refer to any device, operated and maintained by the United States, external to a vessel or aircraft, intended to assist a navigator to determine position or safe course, or to warn of dangers or obstructions to navigation, and shall include, but not be limited to, a light, lens, lantern, antenna, radio, sound signal, camera, sensor, electronic navigation equipment, power source, or other associated equipment, in, on or upon the Property, or such light and optics or other navigational aid placed in lieu thereof.

The Property is hereby conveyed subject to any and all existing reservations, easements, leases, licenses, outgrants, restrictions, and rights, recorded or unrecorded, for public roads and access thereto, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, including but not limited to the specific easements, reservations, exceptions, rights, restrictions, conditions, and covenants that are described herein.

RESERVING AND EXCEPTING FROM THIS CONVEYANCE THE FOLLOWING EASEMENTS, RESERVATIONS, EXCEPTIONS, AND RIGHTS:

1. RESERVATION OF FEDERAL AID-TO-NAVIGATION EASEMENT.

   The GRANTOR reserves for itself, its successors and assigns a perpetual, nonexclusive easement to continue to operate, maintain, and have the right upon reasonable notice to the GRANTEE to install, repair, inspect, remove, relocate, replace, or add any Federal Aid-to-Navigation upon the Property as may be necessary for navigational purposes.

2. RESERVATION OF ACCESS AND UTILITY EASEMENTS.

   The GRANTOR reserves for itself, its successors and assigns a perpetual, non-exclusive easement for: (a) unrestricted access upon, through, over, and across the Property, at any time and without notice, including but not limited to, the right of ingress and egress in, to, and through the interior of the light station structure, for the purpose of operating, maintaining, and inspecting the Federal Aid-to-Navigation in use on the Property; or (b) egress and ingress, and utilities, including power and communications lines, to the Federal Aid-to-Navigation located on the Property, including but not limited to access by motor vehicles, at any time and without notice, hindrance or interference by any structure, building or activity which may be constructed or permitted upon the Property by the GRANTEE; or (c) the purpose of enforcing compliance with the terms and conditions of the Act.

3. RESERVATION OF VISUAL AND AUDITORY EASEMENTS.
The GRANTOR reserves for itself, its successors and assigns, easements for the operation and maintenance of the Federal Aid-to-Navigation, including, but not limited to, a perpetual, exclusive visual easement to insure the continued, effective and unobstructed arc of visibility if a lighted Federal Aid-to-Navigation, or to produce sound if a fog horn or other sound-based Federal Aid-to-Navigation, or electronic signals and characteristics of the Federal Aid-to-Navigation located on the Property, including the right to trim or remove vegetation and trees, or to require or perform the modification or removal of structures or equipment that causes interference with said visual, sound, or electronic characteristics of the Federal Aid-to-Navigation, and the operation thereof.

THIS CONVEYANCE FURTHER CONTAINS THE FOLLOWING RESTRICTIONS, CONDITIONS AND COVENANTS:

1. HISTORIC PRESERVATION COVENANT.

The Property is listed in the National Register of Historic Places as Reference No. 77000312. The GRANTEE, in accepting this Quitclaim Deed, covenants for itself, its successors, and assigns and every successor in interest to the real property hereby conveyed, or any part thereof that the Property is hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth which are covenants running with the land; that the GRANTEE, its successors and assigns, covenants and agrees, that in the event that the Property is sold or otherwise disposed of, these covenants and restrictions shall be inserted in the instruments of conveyance:

A. Any structures identified by the California State Historic Preservation Officer ("SHPO") pursuant to the National Register of Historic Places, Reference #77000312, and situated on the Property, shall be preserved and maintained in accordance with plans approved in writing by the State of California, State Historic Preservation Officer, 1416 9th Street, Room 1442-7, Sacramento, CA 95814.

B. The GRANTEE shall preserve and maintain the lighthouse in accordance with the Secretary of Interior’s Standards for Rehabilitation (36 CFR Part 67).

C. No physical or structural changes or changes of color or surfacing shall be made to the exterior of the structure(s) and architecturally or historically significant interior features as determined by the SHPO without the written approval of the SHPO.

D. Development of the Property shall be in compliance with The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

E. Development plans shall be approved by the SHPO for guidance in development of the Property as it effects the archeological sites identified in the November 1977 Archaeological Inventory and Evaluation of the U.S. Lighthouse Reservation, Pacific Grove, California by Rob
Edwards and Gary S. Breschini. (Map Updated July 2003).

F. In the event of violation of the above restrictions, the U.S. General Services Administration (the "GSA") or the SHPO may institute a suit to enjoin such violation or for damages by reason of any breach thereof.

G. The GSA or authorized representative, and/or the SHPO shall be permitted at all times to inspect the Property in order to ascertain if the conditions under this Section 1, HISTORIC PRESERVATION COVENANT, are being observed.

H. In the event that the Property, or any historic artifacts associated with the Property ceases to be maintained in compliance with the covenants, conditions, and restrictions set forth in this Historic Preservation Covenant, the Property shall, at the option of the GSA, revert to the United States to be placed under administrative control of the GSA.

I. The failure of the GSA and/or the SHPO to exercise any right or remedy granted under this Section 1, HISTORIC PRESERVATION COVENANT, shall not have the effect of waiving or limiting the exercise of any other right or remedy, or the use of such right or remedy at any time.

J. The SHPO may, for good cause, and with the concurrence of the Advisory Council on Historic Preservation, modify or cancel any or all of the foregoing restrictions under this Section 1., HISTORIC PRESERVATION COVENANT, of this Quitclaim Deed, upon written application of the GRANTEE, its successors or assigns.

K. These covenants, conditions, and restrictions under this Section 1., HISTORIC PRESERVATION COVENANT, shall be binding on the parties hereto, and their successors and assigns in perpetuity, and shall be inserted by the GRANTEE verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in the Property, and shall constitute a binding servitude upon the Property and shall be deemed to run with the land.

2. ENDANGERED SPECIES COVENANT.

GRANTEE covenants for itself, its successors, and assigns, and every successor in interest to the Property hereby conveyed, or any part thereof, that the Property above described is conveyed subject to the conditions, restrictions, and limitations hereinafter set forth which are covenants running with the land; that the GRANTEE, its successors and assigns, covenants and agrees, that in the event that the Property is sold or otherwise disposed of, in whole or in part, these covenants, conditions and restrictions shall be inserted in the instruments of conveyance.

A. With the exception of an emergency action required to protect the existing lighthouse, GRANTEE shall not use the Property or authorize any third party to use the Property, for any purpose that would, in the judgment of the U.S. Department of the Interior, Fish and Wildlife Service (the
USFWS): 1) alter the existing topography and/or present character of the Property; or 2) adversely affect the Menzie’s wallflower, Tidestrom’s lupine, Beach layia, or Monterey spineflower, or the habitat of any of these species; other than as specifically allowed in the USFWS Biological Opinion No. 1-8-04-F-35 (the “Biological Opinion”), issued to GSA, unless the GRANTEE first obtains the express written authorization of the USFWS, Ventura Fish and Wildlife Office, California. Specifically, GRANTEE shall not use the Property, or authorize any third party to use the Property, for a golf course or any other use unless such use is carried out in conformance with the “Biological Assessment and Dune Habitat Restoration Plan” dated May 17, 2004, as amended by Addendum dated October 20, 2004 (the “Plan”), and as the Plan may be revised from time to time by GRANTEE in consultation with and subject to the written concurrence of the USFWS. The Biological Opinion and the Plan are incorporated herein by reference. Copies of the Biological Opinion and the Plan are maintained in 1) City Hall located at 300 Forest Ave, Pacific Grove, CA 93950, 2) the Public Library, 550 Central Ave, Pacific Grove, CA 93950, and 3) the Ventura Fish and Wildlife Office of the USFWS. In the event of an emergency action as described above, GRANTEE shall promptly consult with the USFWS and remediate any damage to the Property caused by GRANTEE’s response to the emergency.

B. GRANTOR hereby reserves a reversionary interest in all of the Property. If GRANTOR (or its assigns), acting through the USFWS or a designated successor agency, determines that any portion of the Property subject to a restriction or other requirement of the Biological Opinion or the Plan is not being conserved and/or managed in accordance with the provisions of the Biological Opinion or the Plan, then GRANTOR, through the USFWS, may, in its discretion, exercise a right to reenter the Property, or any portion thereof, in which case, the Property, or those portions thereof as to which the right of reentry is exercised, shall revert to GRANTOR through the USFWS. In the event of an occurrence on the Property that violates a restriction or other requirement of the Biological Opinion or the Plan, GRANTEE shall 1) promptly notify the USFWS of any such occurrence; 2) immediately take any actions necessary to protect and preserve the affected portion of the Property so as to prevent and avoid any further adverse affect; and 3) supply copies of any notice, reports, correspondence, and submissions made by GRANTEE to any Federal, State, or local authority, or received by GRANTEE from said authority relating to the violation. GRANTEE shall have 120 days from the date of the notice of violation to prepare and submit a corrective action plan for review and approval by the USFWS in order to correct any noted deficiencies prior to GRANTOR taking action under this provision. GRANTOR, through the USFWS, agrees that it will not exercise its right of reentry and reversion of the property without giving GRANTEE notice of GRANTOR’S intent to reenter and revert the property. In the event that GRANTOR, through the USFWS, exercises its right of reentry as to all or portions of the Property, GRANTEE shall execute any and all documents that GRANTOR, through the USFWS, deems necessary to perfect or provide recordable notice of the reversion and for complete transfer and reversion of all right, title and interest in the Property or portions thereof. Subject to applicable federal law, GRANTEE shall be liable for all costs and fees incurred by GRANTOR in perfecting the reversion and transfer.
of title. Any and all improvements on the Property or those portions thereof reverting back to GRANTOR, through the USFWS, shall become the property of GRANTOR and GRANTEE shall not be entitled to any payment therefore.

3. USE AND MAINTENANCE OF PROPERTY.

   A. The GRANTEE shall maintain the Property in a proper, substantial, and workmanlike manner, and in accordance with the terms and conditions established in Section 1, HISTORIC PRESERVATION COVENANT, pursuant to the National Historic Preservation Act (16 U.S.C. 470 et seq.

   B. The GRANTEE shall be responsible for maintaining and keeping the access roads on the Property in a suitable and usable condition.

   C. The GRANTEE shall be responsible for all utilities associated with its use of the conveyed Property, and as necessary, the GRANTEE shall be responsible for the installation of meter(s) and other hardware necessary to isolate and measure utility use by the GRANTEE.

4. RETENTION, MAINTENANCE AND NON-INTERFERENCE OF FEDERAL AID-TO-NAVIGATION.

   The GRANTOR shall retain all right, title, and interest to the Federal Aid-to-Navigation located on the Property. The GRANTEE shall not be required to maintain the Federal Aid-to-Navigation associated with the Property, except any private aid to navigation permitted under Section 83 of Title 14, United States Code. The GRANTEE shall not interfere, or allow interference in any manner, with any Federal Aid-to-Navigation, nor hinder activities required for the operation and maintenance of any Federal Aid-to-Navigation, without the express written permission of the GRANTOR.

5. NON-INTERFERENCE WITH BEAM OF LIGHT.

   The GRANTEE shall not construct, maintain, operate, or permit any structures, building, or activities on the Property which shall in any manner interfere with the beam of light from the Federal Aid-to-Navigation or which shall make said light, as it presently is operated or as it may be operated, less discernible to the public, or to water or aircraft as a navigational aid, including but not limited to any lights, structures, buildings, or activities which might cause confusion with or apparent diminution of the beam of light or which might interfere with the use of the lighthouse structure as a Federal Aid-to-Navigation.

6. REVERSIONARY INTEREST OF THE UNITED STATES.

   Upon reasonable advance written notice to the GRANTEE, all right, title, and interest in and to the Property shall, at the option of the GSA, immediately revert to the United States of America, if:

   A. The Property, any part thereof, or any associated historic artifacts, ceases to be available for educational, park, recreational, cultural, historic
preservation, or other similar purposes set forth in the terms, conditions, or covenants of this Quitclaim Deed; or

B. The Property or any part thereof ceases to be maintained in a manner that is consistent with and ensures its present or future use as a site for Federal Aid-to-Navigation, or ceases to be maintained in a manner that is in compliance with the Act; or

C. The Property or any part thereof ceases to be maintained in a manner consistent with the conditions under Section 3.A., USE AND MAINTENANCE OF PROPERTY, set forth in this Quitclaim Deed; or

D. The Property or any part thereof is needed for national security purposes in which case the GRANTOR shall provide written notice to the GRANTEE at least 30 days prior to the reversion.

In the event that there is a breach of any of the conditions and covenants herein contained by the GRANTEE, its successors and assigns, whether caused by legal or other inability of the GRANTEE, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the Property shall revert to and become the property of the United States at the option of the GSA. The United States, in addition to all other remedies for such breach, shall have the right or entry upon the Property, and the GRANTEE, its successors and assigns, shall forfeit all right, title, and interest in the Property, and in any and all of the tenements, hereditaments, and appurtenances thereto belonging.

The GRANTEE, by its acceptance of the Quitclaim Deed, covenants and agrees for itself, and its successors and assigns, that in the event the United States of America exercises its power to terminate the GRANTEE’s interest in the Property then the GRANTEE shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the GSA in its Federal Management Regulations in effect at the time of the reversion. Prior to any such reversion, the GRANTEE further agrees to complete and submit to the United States of America an environmental assessment of the Property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. & 9601 (14)).

7. HISTORIC ARTIFACTS.

The GRANTOR shall retain all right, title, and interest to any historic artifact, including any lens or lantern, located on the Property at or before the time of conveyance, as personal property of the United States under the administrative control of the Commandant.

8. SUBMERGED LANDS.
No submerged lands are included as a part of this conveyance.

9. NOTICE OF WETLANDS.

The northern portion of the Property contains jurisdictional wetlands near Crespi Pond. Activities contemplated for the Property by the GRANTEE, its successors and assigns are subject to any and all Federal, State and local laws, rules, and ordinances governing land use in wetland areas. No work by the GRANTEE, its successors or assigns on the Property, including filling, excavation, digging, or dredging is permitted in this area without a permit from the U.S. Army Corps of Engineers, if applicable.

10. NOTICE OF POSSIBLE PRESENCE OF LEAD-BASED PAINT AND CONVENCANT TO RESTRICT USE OF PROPERTY.

A. Definitions Pertinent to This Paragraph 10.

(1) Department. "Department" means the State of California acting by and through the Department of Toxic Substances Control and includes its successor agencies, if any.

(2) Owner. "Owner" is synonymous with GRANTEE, Grantee's successors in interest, and their successors in interest, including heirs and assigns, during GRANTEE’s ownership of all of any portion of the Property.

(3) Occupant. "Occupant" is synonymous with GRANTEE and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

(4) Covenantor. "Covenantor" is synonymous with GRANTEE.

B. Notice. The Property is being conveyed "As Is" and the GRANTEE shall be responsible for any and all liabilities, damages, loss, expenses or judgments arising out of or related to health problems which are the result of exposure to lead-based paint where the exposure occurred after the Property was conveyed to the GRANTEE. The light station was constructed in 1854 and was placed in use on February 1, 1855. The Property may contain Lead Based Paint (the "LBP"). The Phase 1 Environmental Due Diligence Audit, US Coast Guard Point Pinos Light Station, Pacific Grove, Monterey County, California, dated July 2002, states that due to the age of the structures, it is likely that LBP was used during construction and in touchups. The GRANTEE is hereby informed and does acknowledge that the lighthouse and buildings on the Property and existing on the date of this Quitclaim Deed was constructed prior to 1978 and, as with all such property, a lead-based paint hazard may be present.

C. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or
conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (c) is enforceable by the Department; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

D. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471, this Covenant binds all owners and occupants of the Property, and their heirs, successors, and assignees, and agents, employees, and lessees. Pursuant to Civil Code section 1471(d), all successive owners and occupants of the Property are expressly bound hereby for the benefit of the Department.

E. Notice of the Presence of Lead in Surface Soil. Prior to the sale, lease or sublease of the Property or any portion thereof, the Owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

F. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases and subleases for any portion of the Property.

G. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after executing any document conveying any ownership or leasehold interest in the (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant alone, have authority to approve, disapprove, or otherwise affect a conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

H. Costs of Administering the Deed Restriction. The terms of this Covenant run with the land and will continue in perpetuity unless a Variance is granted or the Covenant is Terminated pursuant to sections N or O, below. The Department has incurred and will in the future incur costs associated with the administration of this Covenant. Pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs associated with the administration of this Covenant. In the event that Property ownership changes between the time the Department incurs administrative costs and the invoice for such costs is received, each owner of the property for the period covered by the invoice as well as the current owner is responsible for such costs.

I. RESTRICTIONS

(1) Property shall not be used for any of following purposes: a residence, including any mobile home or factory built housing used as residential human habitation, a hospital for humans, a public or private school, a day care center for children, a playground.

(2) Soil Management. No activities that will disturb the surface soil to 12 inches below ground surface (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall be allowed on
Property without a pre-approved Soil Management Plan and a Health and Safety Plan approved by the Department.

(3) **Owner** shall provide the Department written notice at least thirty (30) days prior to any building, filling, grading, mining, or excavation of the Property surface soil to 12 inches below the ground surface.

(4) Any soil removed from the **Property** shall be managed in accordance with all applicable provisions of state and federal law.

J. **Access for Department.** The **Department** shall have reasonable right-of-entry consistent with the purposes of this Covenant as deemed necessary by the Department to protect the public health and safety and oversee any remediation activities.

K. **Inspection and Monitoring of Restrictions.** The **Owner** shall inspect the **Property** annually for compliance with any of the Restrictions herein. Any violations of the Restrictions shall be grounds for the Department to take enforcement actions in accordance with section M, below.

L. **Reporting.** Beginning the first full calendar year after this Quitclaim Deed is executed, the **Owner** will file a written report with the **Department** providing the results of the annual inspection required in section K, above.

M. **Enforcement.** Failure of the **Owner** or **Occupant** to comply with any of the Restrictions shall be grounds for the **Department** to exercise any or all of their rights to require that the **Owner** or **Occupant** modify or remove any improvements ("improvements" includes but is not limited to all buildings, roads, driveways, paved parking areas, water wells, and surface impoundments) constructed or placed upon any portion of the **Property** in violation of the terms of this Covenant. Violation of any provision of this Covenant shall be grounds for the **Department** to file civil or criminal actions as provided by law.

N. **Variance.** The **Owner**, or with the **Owner's** consent, any **Occupant**, may apply to the **Department** for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

O. **Termination.** Any **Owner**, or with the **Owner's** consent, any **Occupant**, may apply to the **Department** for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the **Property**. Such application shall be made in accordance with H&SC section 25234.

P. **Term.** This Covenant shall continue in effect in perpetuity unless ended in accordance with the Termination paragraph above, by law, or by the **Department** in the exercise of its discretion.

Q. **No Dedication Intended.** Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication to the general public or anyone else for any purpose whatsoever.
R. State of California References. All references to the State of California and the Department include successor agencies/departments or other successor entity(ies).

S. Notices Between the Parties. Whenever Owner gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

11. NOTICE OF THE PRESENCE OF ASBESTOS.

The Property may have asbestos containing material. The Phase 1 Environmental Due Diligence Audit, US Coast Guard Point Pinos Light Station, Pacific Grove, Monterey County, California, dated July 2002, states that due to the age of the structures, it is likely that asbestos-containing material (the "ACM") exists in the building materials. ACM has been confirmed in the construction materials used at the lighthouse.

The GRANTEE Covenants and agrees, on behalf of themselves, their successors and assigns, that in their use and occupancy of the Property, or any part thereof, they will comply with all Federal, state and local laws relating to asbestos. The GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, or to the GRANTEE’s successors, assigns, employees, invitees, or to any other person subject to the control or direction of the GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property described in this Quitclaim Deed, whether the GRANTEE, its successors or assigns has or have properly warned or failed to properly warn the individual(s) injured.

12. HAZARDOUS SUBSTANCE ACTIVITY.

Notice. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that other than the substances identified in paragraphs 10 and 11, above, no hazardous substances have been released or disposed of or stored for one year or more on the Property.

Covenant. United States warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. United States warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
This covenant shall not apply:

(a) In any case in which the GRANTEE, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) To the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) Results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) Causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

In the event the GRANTEE, its successor(s) or assign(s), seeks to have United States conduct any additional response action, and, as a condition precedent to United States incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide United States at least 45 days written notice of such a claim and provide credible evidence that:

(A) The associated contamination existed prior to the date of this conveyance; and

(B) The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.

Access For Environmental Investigation, Remediation or Other Corrective Action. United States reserves a right of access, at reasonable times and upon reasonable advance written notice to the GRANTEE, to all portions of the Property or to any adjoining properties, for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to United States. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. United States shall exercise reasonable efforts to minimize any interference with the operations of any then existing tenants on the Property or any then ongoing development activity in carrying out such response or corrective actions. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental
investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

13. CONDITION OF PROPERTY.

The GRANTEE attests by its acceptance of this Quitclaim Deed that it has inspected, is aware of, and accepts the condition and state of repair of the Property herein conveyed. It is understood and agreed that the Property is conveyed "AS IS" and "WHERE IS" without any representation or warranty on the part of the GRANTOR to make any alterations, repairs, or additions. The GRANTOR shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law. The GRANTEE acknowledges by acceptance of this Quitclaim Deed that the GRANTOR has made no representation or warranty concerning the condition and state of repair of the Property nor any agreement or promise to alter, improve, adapt or repair the Property which has not been fully set forth in this Quitclaim Deed.

14. CONVEYANCES AND OBLIGATIONS.

A. The GRANTEE attests by its acceptance of and recording of this Quitclaim Deed that all of the covenants and obligations stated in this conveyance run with the Property and are binding upon the GRANTEE, and agrees to perform all of its obligations related thereto.

B. This Quitclaim Deed and its acceptance by the GRANTEE shall constitute the entire agreement between the GRANTEE and the United States of America, unless modified and approved in writing by both parties. This agreement becomes binding upon execution or delivery of the Quitclaim Deed by the United States.

C. The GRANTEE shall save, hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from any suit, claim, demand, or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to the Property or economic loss) that arises from the GRANTEE’s or the GRANTEE’s employee’s, agent’s, or representative’s use or occupancy of the Property and/or the GRANTEE’s failure to comply with the terms and conditions of the conveyance excepting those claims arising out of the negligence of the United States.

D. Except to the extent they conflict with California law, the GRANTEE further covenants and agrees for itself, its successors, and assigns, to comply with the provisions of the Federal Disaster Protection Act of 1973 (87 Stat. 975); Executive Order 11988, relating to the evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water
pollution; and Executive Order 11990, relating to the protection of wetlands, where and to the extent said Act and Orders are applicable to the Property, and the GRANTEE shall be subject to any use restrictions issued under said Act and Orders.

15. COMPLIANCE AND FAILURE OF GRANTOR.

The United States, and any representative it may so delegate, shall have the right of entry upon the Property at any time to conduct periodic inspection to ensure compliance with the terms and conditions of the conveyance. The failure of any agency of the United States to exercise any right, term, covenant, condition or remedy granted under this Quitclaim Deed shall not be deemed to be a waiver of the same or any other term, covenant, condition, right or remedy. No term, covenant, condition, right or remedy shall be deemed to have been waived by the United States unless such waiver is in writing executed by a duly
authorized representative of the United States, and the GRANTEE's obligations with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the GRANTOR, acting by and through the Commandant, U.S. Coast Guard, and by further delegation to the Commander, U.S. Coast Guard maintenance and Logistics Command Pacific, has caused this Quitclaim Deed to be executed as of the day and year first written above.

For the UNITED STATES OF AMERICA

J. A. BRECKENRIDGE
Rear Admiral, U.S. Coast Guard
Commander, Maintenance and Logistics Command Pacific

WITNESS:

CERTIFICATION BY NOTARY PUBLIC
State of California
County of Alameda

On __________________, before me, ______________________, personally appeared ______________________, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Notary Stamp
ACCEPTANCE of QUITCLAIM DEED

The GRANTEE, through its authorized representative, hereby accepts title to the conveyed Property and accepts and agrees to all of the terms, conditions, and restrictions contained in the QUITCLAIM DEED set forth above. Executed on behalf of the GRANTEE this ________ day of _____________, 2005, at Monterey County.

CITY OF PACIFIC GROVE

By: James W. Costello
Mayor of the City of Pacific Grove
EXHIBIT "A"

LEGAL DESCRIPTION

For Point Pinos Coast Guard Reservation
Point Pinos Rancho, City of Pacific Grove, California
EXHIBIT "B"

SURVEY PLAT

For Point Pinos Coast Guard Reservation
Pacific Grove, California
TO:        Honorable Mayor and Members of the City Council  
FROM:     Ben Harvey, City Manager  
MEETING DATE: August 7, 2019  
SUBJECT: Modification to Agreement with Heritage Society to Remove Exhibit C - Management of Point Pinos Lighthouse Gift Shop  
CEQA:     Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Direct the City Manager to modify the agreement with the Heritage Society of Pacific Grove to remove Exhibit C, Management of the Point Pinos Lighthouse Gift Shop.

DISCUSSION
In 2015, the City and the Heritage Society of Pacific Grove (Heritage Society) entered into an agreement (attached) to continue the Heritage Society's management and supervision of restoration efforts at the Point Pinos Lighthouse. The Point Pinos Lighthouse (Lighthouse) is a City asset, and is the oldest continuously operating lighthouse on the West Coast (since 1855). Along with the restoration function, the 2015 agreement also ceded the management of the Lighthouse Gift Shop to the Heritage Society (Exhibit C within the agreement).

In February of this year, the Heritage Society notified the City that they wished to return the management of the Lighthouse Gift Shop to the City, citing difficulty in filling shift shots with interested volunteers (see attached letter). The City accepted the Heritage Society's request, and took appropriate corresponding action, including the creation of a Cashier classification (approved by the City Council in a modification to the Salary Schedule earlier this year), and a Cashier recruitment and training effort. In addition, City management met with Heritage Society Lighthouse Docents to inform them of the transition and impact to Lighthouse operations.

With the transition of the management of the Point Pinos Lighthouse Gift Shop from the Heritage Society to the City now complete, it is appropriate to remove the corresponding exhibit from the agreement.

OPTIONS
1. Take no action.
2. Provide alternate direction.

FINANCIAL IMPACT:
There is no fiscal impact to removing Exhibit C - Management of the Point Pinos Lighthouse Gift Shop from the agreement between the Heritage Society and the City. The Lighthouse generates revenue through admission charges and Gift Shop sales, which are deposited into Fund 27 (Lighthouse) within the City's General Fund. It is anticipated that Lighthouse revenue will adequately support requisite staffing levels to operate the Gift Shop.

**GOAL ALIGNMENT:** Not Applicable.

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<th>Attachments</th>
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<td>Ltr - Heritage Society - Gift Shop</td>
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<td>Heritage Society Agreement</td>
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February 13, 2019

Mr. Daniel Gho

City of Pacific Grove

Public Works Department

RE: Resignation

Mr. Gho

In accordance with the Point Pinos Lighthouse agreement by and between The Heritage Society of Pacific Grove (HS) and the City of Pacific Grove (CPG) dated June 30, 2015 and more specifically Exhibit “C” (copy attached for reference) of that agreement wherein it defines the HS responsibility to manage the Point Pinos Lighthouse Gift Shop and in accordance with the provisions of Exhibit “C”, HS hereby gives the CPG formal notice of its intent to withdrawn from management of said gift shop effective April 15th, 2019.

Although no reasons need be given for this resignation, as courtesy to the City’s request, some reasons are that HS has found the management of the gift shop has become burdensome and has consumed many more volunteer hours than first anticipated. In addition the HS inability to continually recruit, train and maintain a volunteer staff is not sustainable.

Respectfully Submitted,

David VanSunder, Heritage Society President
EXHIBIT ‘C’

Agreement with the City regarding the management
of the Point Pinos Lighthouse Gift Shop

1. Management: The Heritage Society will continue to manage the Point Pinos Lighthouse Gift Shop through the term this agreement. Management includes but is not limited to recruiting and training volunteers, scheduling volunteer work hours and days, restocking sold merchandise, purchasing merchandise for resale, oversight of the gift shop operating bank account and generally managing the gift shop in a professional and efficient manner.

2. Termination: The Society reserves the right to terminate the management of the Gift Shop and all duties that are associated with the management at any time and without cause by notifying, in writing, the City of its intent and giving the City sixty (60) days notice with a date certain.
CITY OF PACIFIC GROVE AGREEMENT FOR SERVICES

This Services Agreement ("Agreement") is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter "City") and The Heritage Society of Pacific Grove (hereinafter "Society").

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

1. SERVICES TO BE PROVIDED. The City hereby engages Society to perform, and Society hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide overall leadership, coordination, and contribute to the repair, restoration, and preservation of the Point Pinos Lighthouse (Project).

2. PAYMENTS BY CITY. City shall pay Society in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement.

3. TERM OF AGREEMENT. The term of this Agreement is from the date first executed until June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Society and City and with City signing last. The Society may not continue work after expiration of the prior agreement and before City signs this current Agreement.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitutes a part of this Agreement:

   Exhibit A, Scope of Work and Payment Provisions; Exhibit B, Additions to Scope of Work, Interpretative Program Management; Exhibit C, Gift Shop Management; Exhibit D, Financial Reports

5. PERFORMANCE STANDARDS
   5.01. The term "Society" as used in this agreement includes Society’s officers, agents, and volunteers acting on Society’s behalf in the performance of this Agreement.

   5.02. Society includes volunteer workers engaged to perform the services described in Exhibit A.

   5.03. The Society agents and volunteer workers shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

   5.04. Society will make best effort to furnish sufficient volunteers necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Society shall not use City premises, property (including equipment, instruments, or supplies) for any purpose other than in the performance of its obligations under this Agreement without the express approval of the City’s Project Supervisor.

   5.05. Society shall not hire any subcontractor(s) for services in connection with this project, without prior approval of City’s Project Supervisor.
6. PAYMENT CONDITIONS.

6.01. Society shall submit to the City’s Project Supervisor (CPS) an invoice on a form acceptable to City. If not otherwise specified, the Society may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by Society for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The CPS or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Administrative Services Director for payment. The City Administrative Services Director shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.02. Society volunteers shall not receive reimbursement for travel expenses unless prior written authorization is obtained from the CPS. If Society volunteers travel on receive reimbursement for travel expenses and use a private automobile, an insurance endorsement must be provided to City prior to any travel.

7. TERMINATION.

7.01 During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination.

8. INDEMNIFICATION. Society shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person for damage, injury, or death arising out of malfeasance, negligence or willful misconduct by Society volunteers in performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. The maximum amount of the Society’s liability shall be limited by the amount of liability insurance as set out in the Society’s Liability Insurance Policy (Preapproved by the City) and in no case shall the Society be held liable for any amount exceeding that coverage.

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting Society’s duty to indemnify, Society shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

- Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.
Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the Society shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least one year (see section 9.02) following the expiration or earlier termination of this Agreement. The Society shall not be held responsible for the enforcement or compliance with this section where the City signs a contract with another contractor(s).

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of one year following the date of termination of this Agreement.

Society’s liability policy shall provide that the City shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. The City shall guarantee that each policy shall provide coverage for Society and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Society’s liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Society’s work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Society’s insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the City, Society shall file certificates of insurance with the City Manager or his/her designee, showing that the Society has in effect the insurance required by this Agreement. The Society shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Society shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to the City
Manager or his/her designee. If the certificate is not received by the expiration date, City shall notify Society and Society shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Society to maintain such insurance is a default of this Agreement that entitles City, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. Society and its officers, volunteers, and agents shall comply with any and all federal, state, and local laws that provide for the confidentiality of records and other information. Society shall not disclose any records designated and identified by the City as confidential and received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits Society to disclose such records or information. Society shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. Society shall not use any confidential information gained by Society in the performance of this Agreement except for the sole purpose of carrying out Society’s duties under this Agreement.

10.02. City Records. When this Agreement expires or terminates, Society shall return to City any City records which Society used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. Society shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. Society shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then Society shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the Society related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City and Society shall share the right to reproduce, publish, and use all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. Neither party shall have the right to publish any such material without the prior written approval of the other party.

11. NON-DISCRIMINATION. During the performance of this Agreement the Society, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation. Society shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, Society will comply with all the provisions of said
contract, to the extent applicable to Society as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to Society, at no cost to Society.

13. SOCIETY. In the performance of work, duties, and obligations under this Agreement, Society is at all times acting and performing independently and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Society volunteers shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits except as normally given to City volunteers in compliance with the City’s volunteer program.

14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City’s and Society’s Contract Administrators at the addresses listed below:

<table>
<thead>
<tr>
<th>FOR CITY:</th>
<th>FOR SOCIETY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel Gho</td>
<td>David Van Sunder, President</td>
</tr>
<tr>
<td>Public Works Superintendent</td>
<td>Dennis Tarmina, Point Pinos Lighthouse Restoration Committee Chairman</td>
</tr>
<tr>
<td>Name and Title</td>
<td>Name and Title</td>
</tr>
<tr>
<td>300 Forest Avenue</td>
<td>P.O. Box 1007</td>
</tr>
<tr>
<td>Pacific Grove, CA 93950</td>
<td>Pacific Grove, CA 93950</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>831 648-5722</td>
<td>Phone</td>
</tr>
</tbody>
</table>

15. MISCELLANEOUS PROVISIONS.
15.01. Conflict of Interest. Society represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement that would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the Society.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the Society. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Society. The term “Society” as used in this Agreement includes Society’s officers, agents, and volunteers acting on Society’s behalf in the performance of this Agreement.

15.05. Disputes. Society and the City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify),
expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The Society shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, Society shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and Society under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. Venue shall be in Monterey, California.

15.11. Exclusive Agreement. This Agreement is exclusive and both City and Society expressly waive the right to contract with other entities for the same or similar services while this agreement is in effect.

15.12. Construction of Agreement. The City and Society agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

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

15.14. Authority. Any individual executing this Agreement on behalf of the City or the Society represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.15. Integration. This Agreement, including the exhibits and any documents incorporated by reference, represent the entire Agreement between the City and the Society with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the Society as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.16. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
15.17. **Severability.** If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

This space is left blank, intentionally.
IN WITNESS WHEREOF, City and Society have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

By: [Signature]
Title: Project Supervisor
Date: 6/30/15

By: [Signature]
Title: City Manager
Date: 7/15/15

Approved as to Form

By: [Signature]
Title: City Attorney
Date: 7/8/2015

SOCIETY

By: [Signature]
Title: President
Date: 6/27/15

By: [Signature]
Title: (Signature of Secretary)

*INSTRUCTIONS: If Society is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If Society is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If Society is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.
Exhibit A

Scope of Work and Payment Provisions

Agreement with the Pacific Grove Heritage Society for Maintenance and Repair of the Point Pinos Lighthouse

1. The Heritage Society shall manage and supervise volunteers to provide services to maintain and repair the Point Pinos Lighthouse.
2. All work shall conform to all applicable federal, state, and local rules and regulations.
3. Payment to the Heritage Society shall be for reimbursement for supplies and materials required for such maintenance and repair.
4. Payment shall be made by the City to the Heritage Society upon presentation of an invoice for materials and supplies.
5. The Heritage Society shall comply with the City’s procurement and purchasing requirements.
Exhibit B

Lighthouse Preservation/Restoration Committee

The Lighthouse Restoration Committee appointed by and approved by the Heritage Society of Pacific Grove’s Board of Directors, is responsible for the decisions made on behalf of the lighthouse preservation/restoration, including but not limited to grant applications, material purchases, museum interpretation(s), all expenditures, volunteer recruiting, on the job safety and compliance with applicable governing entity(s) restoration guidelines and with all provisions of the City/Heritage Society Agreement referencing the lighthouse restoration.

The current composition of the Committee is as follows.

- Committee Chairperson
- Preservation Coordinator
- Secretary
- Members (total five with one alternate)

Committee meetings are held monthly on the first Thursday of the month. Notes are taken and minutes produced. Copies to Heritage Society President.
EXHIBIT C

Management of the Point Pinos Lighthouse Gift Shop

1. Management: The Heritage Society will continue to manage the Point Pinos Lighthouse Gift Shop. Management includes but is not limited to recruiting and training volunteers, scheduling volunteer work hours and days, restocking sold merchandise, purchasing merchandise for resale, oversight of the gift shop operating bank account, and generally managing the gift shop in a professional and efficient manner.

2. Termination: The Society reserves the right to terminate the management of the Gift Shop and all duties that are associated with the management at any time and without cause by notifying, in writing, the City of its intent and giving the City 60-days' notice with a date certain. The City may terminate the agreement for cause upon notice, and without cause by giving 60-days' notice.
EXHIBIT D

Financial Reports

Monthly Financial Reports: By signing this agreement the City agrees to provide the City’s monthly financial reports that pertain to the operation of the Point Pinos Lighthouse to the designated person of the Heritage Society of Pacific Grove. More specifically, the City will direct the Supervisor of the City’s accounting department to send directly to the Society the following reports, for (1) Fund 27, The Lighthouse Maintenance and Improvement Fund and for (2) Fund 92, The McIndoo Donation Fund:

- The reports entitled “Revenue Audit Trail (detail report –audit 41), Expenditure Audit Trail (detail report-audit 21), Trial Balance (STATMN 41), Detail Expenditure Status report (EXPSTA21) and any other available reports that enable the Society to effectively manage the Lighthouse Restoration project and the gift shop.

Requests for additional reports will be made in writing and directed to the Office of the Public Works Department with copies to the Office of the City Manager.
RESOLUTION NO. 11-072

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE PROVIDING GUIDANCE IN ADDITION TO THAT IN THE CITY CHARTER AS TO THE DUTIES AND RESPONSIBILITIES OF THE MUSEUM BOARD

WHEREAS, Article 26 of the City Charter specifies there shall be a Museum Board consisting of five members appointed by the Mayor subject to four affirmative votes of the City Council. Appointment is for four years, with staggered terms of the members, and no member shall serve more than three successive full terms. The Charter specifies that the Museum Board shall have the following powers and duties: (1) act in an advisory capacity to the Council and City Manager in all matters pertaining to the operation of a public museum; (2) recommend to the City Council the adoption of such laws, rules, and regulations as it may deem necessary for the administration and protection of the Museum; and (3) perform such other duties relating to the Museum service as the Council may require by ordinance or resolution; and

WHEREAS, in addition to its duties with respect to the Museum, the Museum Board has traditionally advised the Council and City Manager with respect to the Point Pinos Lighthouse and the Pacific Grove Monarch Sanctuary; and

WHEREAS, on September 1, 2010 the City Council, by approving Resolution No. 10-071, the City Council provided the following direction and guidance, in addition to that in the City Charter, as to the duties and responsibilities of the Museum Board: "In furtherance of the duties and responsibilities of the City of Pacific Grove Museum Board prescribed by Article 26 of the City Charter, the Museum Board shall: 1) ensure the Museum, Lighthouse, and Monarch Sanctuary serve to benefit the City as a whole, its natural environment, its citizens, and visitors; 2) advise the City Council and City Manager on matters relating to the Museum, the Point Pinos Lighthouse, and Monarch Sanctuary; 3) serve as an informational conduit between the public and the City on matters related to the Museum, the Lighthouse, and the Monarch Sanctuary; 4) coordinate its activities with those of other appropriate City advisory boards, committees, and commissions on matters of mutual concern; and 5) perform such other duties relating to the Museum, Lighthouse, and Monarch Sanctuary as the Council may require by ordinance, resolution, or minute action.

WHEREAS, effective on or about September 1, 2010, the City and the Heritage Society entered into a partnership to guide and facilitate restoration efforts for the Point Pinos Lighthouse, the City’s efforts being led by the Golf Superintendent; and

WHEREAS, since then, however, the Natural Resources Commission has effectively taken on overall responsibility for oversight of the Monarch Sanctuary, working in conjunction with the Public Works Superintendent; and

WHEREAS, resulting from these events, the Museum Board is now operating in an entirely different environment than it did, an environment that does not require that it share many of its powers and duties with other bodies; and
WHEREAS, the Council wishes for the Museum Board to continue to perform its Charter-mandated functions as effectively and efficiently as possible; and

WHEREAS, in the development of this matter, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq.; and

WHEREAS, this action does not constitute a “project” as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council finds each recital set forth above to be true and correct, and by this reference incorporates each as an integral part of this Resolution.

SECTION 2. The City Council hereby rescinds in its entirety Section 4 of Resolution No. 10-071, adopted September 1, 2010, in its entirety. That section read, as follows:

“In furtherance of the duties and responsibilities of the City of Pacific Grove Museum Board prescribed by Article 26 of the City Charter, the Museum Board shall: 1) ensure the Museum, Lighthouse, and Monarch Sanctuary serve to benefit the City as a whole, its natural environment, its citizens, and visitors; 2) advise the City Council and City Manager on matters relating to the Museum, the Point Pinos Lighthouse, and Monarch Sanctuary; 3) serve as an informational conduit between the public and the City on matters related to the Museum, the Lighthouse, and the Monarch Sanctuary; 4) coordinate its activities with those of other appropriate City advisory boards, committees, and commissions on matters of mutual concern; and 5) perform such other duties relating to the Museum, Lighthouse, and Monarch Sanctuary as the Council may require by ordinance, resolution, or minute action.”

SECTION 3. As a complete replacement to that Section 4 referenced above, the Council provides the following guidance as to the roles and responsibilities of the Museum Board, in order to amplify and provide further specificity to the duties specified in the City Charter: “The Museum Board shall: 1) ensure the Museum serves to benefit the City as a whole, its natural environment, its citizens, and visitors; 2) advise the City Council and City Manager on matters relating to the Museum; 3) serve as an informational conduit between the public and the City on matters related to the Museum; 4) coordinate activities with other appropriate City advisory boards, committees, and commissions on matters of mutual concern; and 5) perform such other duties relating to the Museum as the Council may require by ordinance, resolution, or minute action.”

SECTION 4. All other sections of Council Resolution No. 10-071 shall remain in effect.

SECTION 5. The Natural Resources Commission roles and responsibilities shall be amended to reflect its responsibilities with respect to the Monarch Sanctuary.
SECTION 6. This Resolution shall become effective immediately following passage and adoption thereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 7th day of September, 2011, by the following vote:

AYES: Mayor Garcia, Councilmembers Kampe, Cohen, Cuneo, Fischer, Huitr, and Miller.

NOES: None.

ABSENT: None.

APPROVED:

[Signature]
CARMELITA GARCIA, Mayor

ATTEST:

[Signature]
SUSAN MORROW, City Clerk

APPROVED AS TO FORM:

[Signature]
DAVID C. LAREDO, City Attorney