

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.

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

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.

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

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:

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

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: _____
Project Supervisor

Date: _____

By: _____
City Manager

Date: _____

Approved as to Form

By: _____
City Attorney

Date: _____

SOCIETY

By: _____
(Signature President, Chair or
Vice-President)

By: _____
Title _____
Date: _____

By: _____
(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.

4/29/15

CITY OF PACIFIC GROVE AGREEMENT FOR SERVICES

June 30, 2015

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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)**
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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:

FOR CITY:	FOR SOCIETY:
Daniel Gho Golf Course Superintendent	David Van Sunder, President Dennis Tarmina, Point Pinos Lighthouse Restoration Committee Chairman
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	P.O. Box 1007 Pacific Grove, CA 93950
Address	Address
831 648-5781	
Phone	Phone

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

SOCIETY

By: _____
Project Supervisor

By: _____
(Signature President, Chair or
Vice-President)

Date: _____

By: _____
City Manager

By: _____
Title _____

Date: _____

Date: _____

Approved as to Form

By: _____
City Attorney

By: _____

Date: _____

(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.

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

Exhibit A

Scope of Work and Payment Provisions

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'

**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) notice with a date certain.**

EXHIBIT "C"

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 Heritage Society of Pacific Grove to their designated person. More specifically the City will direct the Supervisor of the City's accounting department to send directly to the Society the following reports:

Fund 27, The Lighthouse Maintenance and Improvement Fund and

Fund 92, The McIndoo Donation Fund. The accounts 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 reports that the Society deems necessary to effectively manage the lighthouse restoration and 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.