



A G E N D A

IMPERIAL BEACH CITY COUNCIL REDEVELOPMENT AGENCY PLANNING COMMISSION PUBLIC FINANCING AUTHORITY



AUGUST 19, 2009

Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

CLOSED SESSION MEETING – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

THE CITY COUNCIL ALSO SITS AS THE CITY OF IMPERIAL BEACH REDEVELOPMENT AGENCY, PLANNING COMMISSION, AND PUBLIC FINANCING AUTHORITY

The City of Imperial Beach is endeavoring to be in total compliance with the Americans with Disabilities Act (ADA). If you require assistance or auxiliary aids in order to participate at City Council meetings, please contact the City Clerk's Office at (619) 423-8301, as far in advance of the meeting as possible.

CLOSED SESSION CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: 817 Palm Ave., Imperial Beach, CA 91932, (portion of) APN No. 626-250-05

Agency Negotiator: Steve E. Boehmer and City Manager

Negotiating Parties: The Pawn Shop, Inc. c/o Mark A. Krasner

Under Negotiation: Instruction to Negotiators will concern price and/or terms of payment

Property: Unimproved site of 1.15 acres with a paved Class I bike path, Imperial Beach, CA 91932, APN: 616-021-10

Agency Negotiator: City Manager

Negotiating Parties: San Diego County Regional Airport Authority

Under Negotiation: Instruction to Negotiators will concern price and/or terms of payment

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

REGULAR MEETING CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE/COMMUNITY ANNOUNCEMENTS/REPORTS ON ASSIGNMENTS AND COMMITTEES

COMMUNICATIONS FROM CITY STAFF

Any writings or documents provided to a majority of the City Council/RDA/Planning Commission/Public Financing Authority regarding any item on this agenda will be made available for public inspection in the office of the City Clerk located at 825 Imperial Beach Blvd., Imperial Beach, CA 91932 during normal business hours.

PUBLIC COMMENT - Each person wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda.

PRESENTATIONS (1.1-1.2)

1.1 RECYCLE ALL-STAR AWARD PRESENTATION. (0270-30)

City Manager's Recommendation: Present the Recycle All-Star Award Certificate, \$100.00 check and used oil-recycling premiums to Pat Bilansky.

1.2* PRESENTATION BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS REGARDING THE 2050 REGIONAL GROWTH FORECAST. (0140-40)

* No staff report.

CONSENT CALENDAR (2.1 - 2.5) - All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.

2.1 MINUTES.

City Manager's Recommendation: Approve the minutes of the joint City Council/Design Review Board Workshop Meeting of July 28, 2009.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 69190 through 69321 with the subtotal amount of \$612,738.35; and Payroll Checks 41386 through 41454 for the pay period ending 07/16/09 and Payroll Checks 41455 through 41527 for the pay period ending 07/30/09 with the subtotal amount of \$381,402.52; for a total amount of \$994,140.87.

2.3 RESOLUTION NO. 2009-6795 – APPROVING AN AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR FINANCIAL ASSISTANCE FOR THE 2009 ANNUAL CONCERT EVENT AND RESOLUTION NO. 2009-6796 – PROFESSIONAL SERVICES AGREEMENT WITH MME EVENT PRODUCTIONS, INC. (MME) FOR PLANNING OF 2009 ANNUAL CONCERT EVENT. (1040-10)

City Manager's Recommendation: Adopt resolutions.

2.4 RESOLUTION NO. 2009-6791 – APPROVING THE FY 2009-10 AND FY 2010-11 SALARY AND COMPENSATION PLAN FOR CERTAIN EMPLOYEE GROUPS AND RECOGNIZING THOSE CLASSIFICATIONS REPRESENTED BY THE SEIU FOR FY 2009-10 & FY 2010-11. (0520-75)

City Manager's Recommendation: Adopt resolution.

2.5 ADMINISTRATIVE COASTAL DEVELOPMENT PERMIT (ACP 060416) AND FINAL MAP (FM 060417) FOR THE PROPOSED CONDOMINIUM CONVERSION OF SIXTY-NINE (69) UNITS LOCATED AT 363 PALM AVENUE IN THE R-1500 (HIGH DENSITY RESIDENTIAL) ZONE. MF 872. (0600-20)

City Manager's Recommendation: Approve the Final Map for recordation.

URGENCY ORDINANCE – INTRODUCTION/FIRST READING/ADOPTION (3.1)

3.1 ORDINANCE NO. 2009-1090 – AN INTERIM ORDINANCE ENACTING AN URGENCY MEASURE PROHIBITING COOPERATIVE, COLLECTIVE, OR OTHER FORMS OF MARIJUANA DISPENSARIES DURING A SPECIAL STUDY PERIOD FOR 45 DAYS. (0610-95)

City Manager's Recommendation:

1. Receive report;
2. Mayor calls for the reading of the title of interim Ordinance No. 2009-1090, "AN INTERIM ORDINANCE ENACTING AN URGENCY MEASURE PROHIBITING COOPERATIVE, COLLECTIVE, OR OTHER FORMS OF MARIJUANA DISPENSARIES DURING A SPECIAL STUDY PERIOD FOR 45 DAYS";
3. City Clerk to read title of Ordinance No. 2009-1090;
4. Motion to dispense introduction and waive further reading of Ordinance No. 2009-1090; and
5. Motion to adopt, by a four-fifths vote, Ordinance No. 2009-1090 by title only.

ORDINANCES – SECOND READING & ADOPTION (4.1)

4.1 ORDINANCE NO. 2009-1088 – AMENDING MUNICIPAL CODE CHAPTER 9.10, RELATING TO SKATEBOARD AND ROLLER SKATE RIDING. (0920-95)

City Manager's Recommendation:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2009-1088 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING CHAPTER 9.10 OF THE MUNICIPAL CODE RELATING TO SKATEBOARD AND ROLLER SKATE RIDING;"
3. City Clerk to read Ordinance 2009-1088; and
4. Motion to dispense with the second reading and adopt Ordinance No. 2009-1088 by title only and return to City Council with a review of this ordinance should state legislation AB 874 (Saldaña), eliminating the knee-and-elbow-pad requirement for skaters, be approved.

PUBLIC HEARINGS (5.1)

5.1 RESOLUTION NOS. 2009-6794 AND R-09-189 – MAKING FINDINGS AND DETERMINATIONS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33445 RELATING TO THE FUNDING OF PUBLIC WORKS YARD EXPANSION PROJECT (MF 950). (0910-30)

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report and public comment;
3. Close the public hearing; and
4. Adopt Resolution No. 2009-6794 and Resolution No. R-09-189, making findings and determinations pursuant to Health and Safety Code section 33445 relating to the funding of Public Works Yard expansion project (MF (950)).

REPORTS (6.1 - 6.6)

6.1 RESOLUTION NOS. 2009-6798 AND R-09-190 – AMEND FISCAL YEAR 2009-10 BUDGET TO ADDRESS STATE BUDGET IMPACTS. (0330-30)

City Manager's Recommendation: Adopt Resolution No. 2009-6798 and Resolution No. R-09-190 amending the Fiscal Year 2009-10 Budget to rebalance funds impacted by the State Budget.

6.2 REVIEW OF SPORTS PARK SKATE PARK DESIGN – CIP P07-101. (0920-40)

City Manager's Recommendation:

1. Receive report;
2. Comment on project design and development timeline;
3. Receive any comments from the public; and
4. Give direction to City staff to proceed with the project (Phase 1 or whole) – with or without modifications described in the staff report or in the staff presentation.

6.3 RESOLUTION NO. 2009-6793 – ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM (EECBGP). (0390-86)

City Manager's Recommendation:

1. Receive report and provide direction to staff; and
2. Adopt Resolution No. 2009-6793 authorizing staff to make an application to the California Energy Commission's Grants and Loans Office by the date and time specified in the solicitation document and authorizing the Imperial Beach City Manager to enter into, manage, and administer the agreement with the CEC.

(Continued on Next Page)

REPORTS (Continued)

6.4 RESOLUTION NO. 2009-6792 – APPROVING THE AGREEMENT BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND CITY OF IMPERIAL BEACH FOR TIDELANDS MAINTENANCE SERVICES - AGREEMENT 33-2009 - FISCAL YEARS 2009-10 THROUGH 2011-12. (0150-70)

City Manager's Recommendation:

1. Receive report;
2. Adopt the Resolution No. 2009-6792; and
3. Authorize the City Manager to enter into a Tidelands Maintenance Services Agreement with the San Diego Unified Port District at the costs and conditions outlined in the discussion section in the staff report and in Attachment 2, Exhibit A to staff report.

6.5 RESOLUTION NO. 2009-6790 – APPROVING A MEMORANDUM OF UNDERSTANDING ON WAGES AND OTHER TERMS AND CONDITIONS BETWEEN THE CITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) AND AMENDING THE FY 2009-11 BUDGET. (0540-20)

City Manager's Recommendation: Adopt resolution.

6.6 RESOLUTION NO. 2009-6797 – LAND USE DETERMINATION APPEAL (APPEAL 09-01) FOR A PROPOSED MEDICAL MARIJUANA COOPERATIVE TITLED SOUTH BAY ORGANIC CO-OP LOCATED AT 1233 PALM AVENUE, IN THE C-1 GENERAL COMMERCIAL ZONE. MF 1016. (0610-05)

Executive Director's Recommendation:

1. Consider the proposed land use determination appeal and
2. Adopt Resolution 2009-6797, denying a land use determination appeal (Appeal 09-01), for a proposed medical marijuana cooperative titled South Bay Organic Co-Op located at 1233 Palm Avenue, in the C-1 General Commercial Zone.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURNMENT

The Imperial Beach City Council welcomes you and encourages your continued interest and involvement in the City's decision-making process.

FOR YOUR CONVENIENCE, A COPY OF THE AGENDA AND COUNCIL MEETING PACKET MAY BE VIEWED IN THE OFFICE OF THE CITY CLERK AT CITY HALL OR ON OUR WEBSITE AT

www.cityofib.com.

Copies of this notice were provided on August 13, 2009 to the City Council, San Diego Union-Tribune, I.B. Eagle & Times, and I.B. Sun.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
CITY OF IMPERIAL BEACH)

AFFIDAVIT OF POSTING

I, Jacqueline M. Hald, City Clerk of the City of Imperial Beach, hereby certify that the Agenda for the Regular Meeting as called by the City Council, Redevelopment Agency, Planning Commission, and Public Financing Authority of Imperial Beach was provided and posted on August 13, 2009. Said meeting to be held at 5:30 p.m. August 19, 2009, in the Council Chambers, 825 Imperial Beach Boulevard, Imperial Beach, California. Said notice was posted at the entrance to the City Council Chambers on August 13, 2009 at 12:30 p.m.

Jacqueline M. Hald, CMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: AUGUST 19, 2009
ORIGINATING DEPT.: PUBLIC WORKS
SUBJECT: RECYCLE ALL-STAR AWARD PRESENTATION

BACKGROUND:

The Recycle All-Star Program is designed to encourage residents to participate in weekly curbside collection of recyclables. Each month, a City inspector canvasses one randomly selected neighborhood on trash day in search of a Recycle All-Star – the residence with the greatest quantity of uncontaminated recyclables placed in its curbside-recycling bin. Winners receive a certificate from the City, a \$100 check from EDCO, and other premiums such as a travel mug, a frisbee, pens, pencils, note pads, and a 100% recycled-content tote bag. During inspection, information tags are placed on non-winning recycling bins to promote the Recycle All-Star Program, to remind residents of what materials are recyclable, and to point out contamination observed in the bins.

DISCUSSION:

On July 30, 2009, City inspectors canvassed the 1200 block of Essex Street in search of a Recycle All-Star. The following resident was selected as the Recycle All-Star for the month of August, 2009: Pat Bilansky

The above resident has been notified of her award by telephone and letter and invited to accept the Recycle All-Star award at the August 19, 2009 City Council meeting.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Not a project as defined by CEQA.

FISCAL ANALYSIS:

None

DEPARTMENT RECOMMENDATION:

Mayor, in company with an EDCO representative, will present the Recycle All-Star award certificate, \$100 check, and other premiums listed above to Pat Bilansky.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Gary Brown, City Manager

DRAFT

MINUTES

Item No. 2.1

**JOINT MEETING OF THE
IMPERIAL BEACH CITY COUNCIL
REDEVELOPMENT AGENCY
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY
AND
DESIGN REVIEW BOARD**

JULY 28, 2009

**Community Room (Behind City Hall)
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

WORKSHOP MEETING – 6:00 P.M.

CALL TO ORDER

MAYOR JANNEY called the Workshop Meeting to order at 6:05 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	McCoy, King
Councilmembers absent:	Rose
Mayor present:	Janney
Mayor Pro Tem absent:	Bragg (arrived at 6:19 p.m.)
Boardmembers present:	Bowman, Lopez, Phelps, Schaaf
Boardmembers absent:	None
Board Chair present:	Nakawatase
Staff present:	City Manager Brown; City Attorney Lough; Community Development Director Wade, City Clerk Hald, Recording Secretary Barclay

MAYOR JANNEY announced Councilmember Rose was unable to attend the meeting tonight because her mother is seriously ill.

PUBLIC COMMENT

ED KRAVITZ, of SaveIB.com, requested the City or the I.B. Eagle & Times adjust calendars in order to publicize City Council meeting agendas in the I.B. Eagle newspaper prior to City Council meetings.

REPORTS

1. COMMERCIAL ZONING REVIEW – CITY COUNCIL/DESIGN REVIEW BOARD WORKSHOP #2. (0610-95)

The following documents were submitted as Last Minute Agenda Information:

- a. Faxed correspondence from Ted and Mayda Winter, received July 27, 2009.
- b. Correspondence from Roger Benham, received July 27, 2009.
- c. Correspondence from Robert Miller, received July 27, 2009.

- d. Correspondence from Gerry and Barbara Farrelly, received July 28, 2009.
- e. Correspondence from Councilmember Rose, received July 28, 2009.
- f. Correspondence from Thomas and Suzanne Lindley, received July 28, 2009.
- g. Correspondence from Rich and Andrea Penny, received July 28, 2009.
- h. Correspondence from Thomas Lindley, Jr. and Michelle Lindley of Rancho Cucamonga, received July 28, 2009.
- i. Correspondence from Lisa Brown, received July 28, 2009.
- j. Correspondence from Nicole Lindley of Irvine, received July 28, 2009.
- k. Correspondence from David Webb of Germantown, MD, received July 28, 2009.
- l. Correspondence from Richard Plasman of San Marcos, received July 28, 2009.
- m. Correspondence from Jim Francis, received July 28, 2009.
- n. Correspondence from Scott Lissoy/Lissoy Family Trust, received July 28, 2009.

MAYOR JANNEY reported on the history of the item; he spoke in support of taking it slow and allowing input from the City Council, the DRB and the public as part of the process.

MICHAEL CAREY, representing Imperial Beach Concerned Citizens, supported the review of commercial zoning and expressed his support of it being a slow process; he expressed desire for staff to hold more workshops so that there is ample community participation, particularly from the affected segments of the community, and his desire to be involved with the process, and for changes to be consistent with the General Plan.

MAYOR JANNEY announced Councilmember Bragg arrived at 6:19 p.m.

BRIAN JONES expressed concern that some recommendations are inconsistent with the General Plan, specifically with regard to increased height and density, and do not enhance and maintain the current small scale and quality of life; he spoke in support of establishing a 15 ft. ceiling height for first floor active retail; he voiced his support for significant public input and for Council to concentrate on those items that encourage IB's commercial retail without sacrificing its unique small town character.

WIN HEISKALA concurred with comments made regarding a lack of process and the lack of notice to homeowners; she expressed concern regarding the proposed elimination of single family zoning west of Seacoast Dr. between IB Blvd. and Palm Ave., converting those that exist now to legal nonconforming, and having to disclose legal nonconforming use; she stated that there is adequate height and zoning in that area to allow for commercial uses that are market driven.

FRED COOK concurred with the comments made by the previous speakers; he spoke in support of a process that is similar to the process used for the Seacoast Inn; he expressed his desire for more public awareness and involvement.

RON MOODY expressed concern that the recommendations are in opposition to the General Plan and he read Goal 11 of the General Plan for the record, about limited public input, and whether the increased tax revenue from an extra floor would provide for a sustained economy that the City needs.

JEFF KIRKEENG expressed concern that the proposal is not comprehensive, does not take into account the whole community; he requested when reviewing the process, take into consideration the difficulties small businesses may face (i.e., zoning and permitting); he suggested a citywide review of zoning and parking regulations.

RANDY PUTLAND expressed concern about the proposed non-conforming use of the residential area on Seacoast Dr., a 40 ft. height limit along Seacoast Dr., and about homes being taken away from citizens (additional speaking time donated by Monica Putland).

MATT WILSON applauded efforts of Council to find new ways to generate taxes; he expressed opposition to the proposed height and density; spoke about increased use of beaches due to density of nearby cities; he spoke in support of maintaining the classic California feel.

SUSAN CASH expressed concern about using eminent domain on residential property.

MICHEL DEDINA concurred with comments made; he expressed his desire for IB to remain small and have a two-story height limit.

TERRI JOHNSON indicated opposition to the proposed zoning changes (did not wish to speak).

DAREN JOHNSON indicated opposition to the increase in height and density as it violates the General Plan and will ruin the quality of life in Imperial Beach (did not wish to speak).

BILL JOHNSON spoke about the higher heating bills he has due to his home being behind the adult school which blocks the winter sun; he expressed concern about height and setbacks.

ALBERT KNECHT, member of the Imperial Beach Chapter of the Community Commission for Better Government, expressed concern about the 40 ft. height limit and raising the parking area from the street level and increased illumination at the proposed development at 9th and Palm; and pursuing consultants without asking the community its desires; he suggested rezoning in districts or areas.

CARSON DOLLICK expressed concern that the project at 9th and Palm is too big for IB; he also expressed concern regarding his property has been down-zoned twice and concern regarding the lack of buffer and the need to widen the street.

JOHN HAUPT landlord and co-owner of Beach Club Grille, complained about a bump-out located in front of his restaurant that forces delivery trucks to double park while unloading and forces cars to cross a solid yellow line to get around the truck; he expressed desire for a more thoughtful process with a comprehensive solution.

KATHLEEN BURTON indicated opposition at this time to the zoning review and indicated that the City needs to give residents enough time to have all questions answered (did not wish to speak).

JUDY COOK indicated opposition to the zoning review and requested public workshops (did not wish to speak).

EARL HEISKALA expressed opposition to the removal of single family residences west of Seacoast Dr.; he expressed concern regarding lack of public notification; and he expressed desire for Council to give the public an opportunity for more input.

BECKY KEANE indicated opposition to height and density (did not wish to speak).

CHERYL WILSON expressed concern that the consultants are not fulfilling all aspects of their agreement, especially with regard to obtaining public input.

EVON WILSON concurred with previous comments and indicated opposition to height and density.

SUSANA JONES concurred with previous comments and indicated opposition to height and density.

JOY LAWRENCE concurred with previous comments and indicated opposition to height and density.

RHONDA MOE concurred with previous comments and indicated opposition to the rezoning plan and she proposed formation of additional working groups with Imperial Beach citizens.

BILL HETFIELD expressed concern the project as presented is not a green project; he spoke about the high rise condo project in Coronado and how it was stopped due to the potential for dividing the city; he expressed desire to hear the other concepts presented by the consultant.

SUSAN FULLER concurred with previous comments, particularly those made by Mr. Heiskala.

KATHERINE HOYT spoke of IB's nostalgia and the desire to preserve it.

TOM LINDLEY concurred with Mrs. Heiskala and Mrs. Cash; he expressed opposition to the new commercial/mixed use zoning designations.

JOHN BURTON read a letter for the record; he expressed concern about the focus on the corridor and parcels facing Seacoast Dr. or Palm Ave., and parcels on the west side of Ocean Lane; he stated he met with all the owners on the west side who believe that the residential overlay should not be removed as it would counter Council's commitment not to use eminent domain.

CARLEEN HESS stated her opposition to the project as its recommendations are inconsistent with the General Plan; she expressed concern about disregarding the specific plan process on the hotel.

SUZANNE LINDLEY concurred with previous comments.

TRAVIS BRAZIL expressed opposition to zoning changes that would radically change the landscape for IB; he expressed the need to provide sufficient economic stimulus and retain the small beach town feel; he commented that citizens have expressed opposition to zoning changes that threaten single family residents, create numerous commercial high rises, and increase traffic; he spoke in favor of a balanced Smart Growth redevelopment plan.

NOREEN SULLIVAN indicated opposition to zoning changes to height and density; with sufficient community input and transparency in the process, solutions can be found that will preserve the quality of life in the community and enable IB to achieve financial stability without destroying the attributes of the city that have been its most valuable commodity for over half a century (did not wish to speak).

CHUCK JONES indicated opposition to height limitations and lot density (did not wish to speak).

ELISABETH SHAPIRO agreed with previous comments; she spoke of the need to get community's input before preparing a plan; she expressed concern that raising the height limits may lead to more condos rather than more commercial development; she expressed the need

for a buffer zone or transition area between commercial and residential areas, and the need to enhance IB's beauty.

BETTY & WALLY THOMAS indicated opposition to the item and concurred with previous comments (did not wish to speak).

MAYOR JANNEY stated that the consultants accomplished the goals in the RFP; he commented that many residents would be in opposition to some recommendations and there is a need to look at recommendations that would be acceptable; he spoke of the money expended thus far; and he asked for input from the Design Review Board.

CHAIR NAKAWATASE commented that there had been some misinformation circulated around town.

BOARDMEMBER LOPEZ conveyed that tonight's plan is a living document and nothing has been finalized, that the process will take into account the community's desires; he suggested an outreach by mailing information to every resident with meeting dates for input.

MAYOR JANNEY stated that it was never intended to adopt the recommendations in one shot; he suggested that the proceedings be delayed and a meeting be set no earlier than September to look at the process, and ideas that might be palatable without taking on major endeavors; he spoke of the need to obtain quality retail; and he announced that attempts will be made for outreach to as many people as possible.

CITY MANAGER BROWN requested a copy of the sign-in sheet that was being circulated by citizens.

COUNCILMEMBER MCCOY clarified that there is a new law that does not allow for homes to be taken by eminent domain; she also clarified that Sweetwater Union High School District, not City Council, had planning jurisdiction for the adult school referred to by Mr. Johnson; she spoke of her desire for solar and green building; she clarified that public workshops on this topic have been held, and the City has been looking at ways to keep the community intact; she commented that changes to the C-1 zone would be conducive to encouraging more business.

COUNCILMEMBER KING said this is the first step and he asked everyone exercise patience during the process; praised the consultants for their work; he spoke of Smart Growth and how it may or may not be a good fit since IB is not in a major urban area; he spoke of the need for more input from the public.

MAYOR PRO TEM BRAGG thanked everyone for attending tonight's meeting; she spoke of tonight's high attendance in contrast to the low attendance at budget workshops; she talked about the need to consider the presentation and proposal, which contains some great recommendations.

In response to Chair Nakawatase, MAYOR JANNEY commented he would speak with the City Manager regarding the process and anticipated a review/discussion regarding the process in September.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 7:40 p.m.

James C. Janney
Mayor

Jacqueline M. Hald, CMC
City Clerk

Shirley Nakawatase
Design Review Board Chair

Tina Barclay
Recording Secretary



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: August 19, 2009

ORIGINATING DEPT.: Michael McGrane *mm*
Finance Director

SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:

None

DISCUSSION:

As of April 7, 2004, all large warrants above \$100,000 will be separately highlighted and explained on the staff report.

Vendor	Check	Amount	Explanation
SANDPIPA	69262	\$ 123,068.00	Liability/Property Insurance Premium

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

WARRANT # DATE AMOUNT
Accounts Payable

69190-69242	07/24/09	197,169.37
69243-69268	07/30/09	202,896.27
69269-69321	08/07/09	212,672.71
		612,738.35

Payroll Checks:

41386-41454	P.P.E. 07/16/09	188,732.20
41455-41527	P.P.E. 07/30/09	192,670.32
		<u>381,402.52</u>
TOTAL	\$	<u>994,140.87</u>

FISCAL IMPACT:

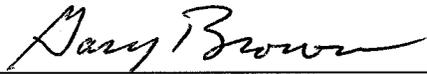
Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

It is respectfully requested that the City Council ratify the warrant register.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation



Gary Brown, City Manager

Attachments:

1. Warrant Registers

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
07/24/2009	69190	ADT SECURITY SERVICES, INC.	103			75.08	
101-6010-451.21-04	07/04/2009	AUGUST 2009	96578680	010030	01/2010	75.08	
07/24/2009	69191	AFLAC	120			461.30	
101-0000-209.01-13	07/23/2009	PPE 07/16/09	20090723		01/2010	461.30	
07/24/2009	69192	ALLIANT INSURANCE SERVICES	1193			2,474.96	
101-0000-209.01-13	06/25/2009	PR AP PPE 6/18/09	20090625		12/2009	451.45	
101-0000-209.01-14	06/25/2009	PR AP PPE 6/18/09	20090625		12/2009	561.56	
101-0000-209.01-13	07/09/2009	PPE 07/02/2009	20090709		01/2010	451.45	
101-0000-209.01-14	07/09/2009	PPE 07/02/2009	20090709		01/2010	504.94	
101-1010-411.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	18.88	
101-1020-411.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	34.44	
101-1110-412.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	65.66	
101-1130-412.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	20.54	
101-1210-413.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	48.66	
101-1230-413.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	23.70	
101-3070-427.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	.63	
101-3080-428.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	.63	
101-1910-419.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	6.32	
101-3010-421.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	11.00	
101-3020-422.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	47.84	
101-3030-423.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	38.49	
101-3040-424.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	22.12	
101-5020-432.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	50.56	
101-5010-431.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	15.80	
101-5040-434.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	2.67	
101-6020-452.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	6.32	
101-6040-454.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	12.64	
245-1240-413.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	6.32	
405-1260-413.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	120.57	
405-5030-433.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	6.32	
601-5060-436.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	15.80	
601-5050-436.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	15.10	
501-1921-419.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	6.32	
502-1922-419.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	7.24	
503-1923-419.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	20.79	
101-6010-451.11-04	07/01/2009	JULY 2009	07-01-2009		01/2010	3.16	
101-0000-209.01-14	07/01/2009	JULY 2009	07-01-2009		01/2010	122.96-	
07/24/2009	69193	AMERICAN EXPRESS	1895			369.60	
101-6010-451.30-02	06/22/2009	CAFE SUPPLIES SPORTS PK	582243	010034	01/2010	185.91	
101-6010-451.30-02	07/08/2009	CAFE SUPPLIES SPORTS PK	586797	010034	01/2010	183.69	
07/24/2009	69194	ARROWHEAD MOUNTAIN SPRING WATE	1340			79.87	
101-1010-411.30-02	06/23/2009	JUNE 09	09F0025324922	090100	12/2009	79.87	
07/24/2009	69195	CALIFORNIA AMERICAN WATER	612			11,130.31	
101-6020-452.27-02	07/10/2009	05-0106225-1 05/06-07/07	07-29-2009		12/2009	45.67	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-6020-452.27-02	07/10/2009	05-0106249-1	05/06-07/07	07-29-2009	12/2009	8.89
101-6020-452.27-02	07/10/2009	05-0106336-6	05/06-07/07	07-29-2009	12/2009	21.14
101-6020-452.27-02	07/10/2009	05-0106337-4	05/06-07/07	07-29-2009	12/2009	18.09
101-6020-452.27-02	07/15/2009	05-0109756-2	05/11-07/10	08-03-2009	12/2009	576.92
101-5010-431.27-02	07/16/2009	05-0110529-0	05/12-07/13	08-04-2009	12/2009	104.81
101-6020-452.27-02	07/16/2009	05-0111454-0	05/12-07/13	08-04-2009	12/2009	15.09
101-1910-419.27-02	07/16/2009	05-0111478-9	05/12-07/13	08-04-2009	12/2009	98.95
101-6020-452.27-02	07/16/2009	05-0111479-7	05/12-07/13	08-04-2009	12/2009	4,455.11
101-5010-431.27-02	07/16/2009	05-0111480-5	05/12-07/13	08-04-2009	12/2009	222.71
101-3030-423.27-02	07/14/2009	05-0155019-8	06/08-07/08	08-03-2009	12/2009	19.65
405-5030-433.27-02	07/14/2009	05-0155037-0	06/10-07/10	08-03-2009	12/2009	14.18
601-5050-436.27-02	07/14/2009	05-0392478-9	06/10-07/10	08-03-2009	12/2009	11.11
601-5060-436.27-02	07/14/2009	05-0505362-9	06/10-07/10	08-03-2009	12/2009	150.83
101-5010-431.27-02	07/17/2009	05-0114717-7	05/13-07/14	08-05-2009	12/2009	11.98
101-5010-431.27-02	07/17/2009	05-0115202-9	05/13-07/14	08-05-2009	12/2009	33.66
101-6020-452.27-02	07/17/2009	05-0115205-2	05/13-07/14	08-05-2009	12/2009	3,752.36
101-1910-419.27-02	07/17/2009	05-0115206-0	05/13-07/14	08-05-2009	12/2009	869.90
101-1910-419.27-02	07/17/2009	05-0115208-6	05/13-07/14	08-05-2009	12/2009	213.52
101-1910-419.27-02	07/17/2009	05-0115210-2	05/13-07/14	08-05-2009	12/2009	34.61
101-5010-431.27-02	07/17/2009	05-0115214-4	05/13-07/14	08-05-2009	12/2009	11.98
601-5060-436.27-02	07/17/2009	05-0115249-0	05/13-07/14	08-05-2009	12/2009	8.89
101-5020-432.27-02	07/17/2009	05-0424056-5	05/13-07/14	08-05-2009	12/2009	78.81
101-6020-452.27-02	07/17/2009	05-0477133-8	05/13-07/14	08-05-2009	12/2009	344.77
101-0000-221.01-03	07/21/2009	05-0543160-1	07/07-07/10	08-03-2009	01/2010	6.68
07/24/2009	69196	CARL WARREN & COMPANY	685			465.75
502-1922-419.20-06	06/29/2009	JUNE 2009 -JACKSON, JEAN	1140839		12/2009	465.75
07/24/2009	69197	CLEAN HARBORS	913			946.00
101-5040-434.21-04	06/29/2009	JUNE 2009	6Y0984021	090097	12/2009	946.00
07/24/2009	69198	COLONIAL LIFE & ACCIDENT	941			147.74
101-0000-209.01-13	07/23/2009	PPE 07/16/09	20090723		01/2010	147.74
07/24/2009	69199	CONNIE MCCAUGHEY	2			113.00
101-0000-121.00-00	07/20/2009	WAIVED 25% TOTAL OF UPHEL	MR Refund		01/2010	113.00
07/24/2009	69200	COX COMMUNICATIONS	1073			179.00
601-5050-436.21-04	06/30/2009	001 3110 091187001 JUN 09	06-30-2009	090194	12/2009	179.00
07/24/2009	69201	CREATIVE BENEFITS INC FSA	1108			309.18
101-0000-209.01-11	07/23/2009	PPE 07/16/09	20090723		01/2010	309.18
07/24/2009	69202	CSAC EXCESS INSURANCE AUTHORTI	406			62,218.00
502-1922-419.28-02	07/02/2009	09/10 EXCESS WORKERS COMP	1010090-IN	010012	01/2010	62,218.00
07/24/2009	69203	DATAQUICK	1134			180.50
101-1210-413.21-04	07/02/2009	JUNE 2009	B1-1547751	090218	12/2009	.50
101-3020-422.21-04	07/02/2009	JUNE 2009	B1-1547751	090218	12/2009	62.25
101-3070-427.21-04	07/02/2009	JUNE 2009	B1-1547751	090218	12/2009	117.75

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
07/24/2009	69204	DEPARTMENT OF JUSTICE	1154			64.00	
101-1130-412.21-04	06/30/2009	JUNE 2009 FINGERPRINT APP	743967	090101	12/2009	64.00	
07/24/2009	69205	DESIGNER BOTANICALS	1792			8,914.19	
248-1920-519.20-06	06/12/2009	CLEAN&GREEN-742 3RD ST	2377	010026	01/2010	5,535.94	
248-1920-519.20-06	07/15/2009	CLEAN&GREEN 951 4TH ST	2391	091192	12/2009	3,378.25	
07/24/2009	69206	DESIGNS & GRAPHICS	1			1,373.81	
408-1920-519.20-06	07/20/2009	BANANA PLACE-SIGNS &	07-16-2009		01/2010	1,373.81	
07/24/2009	69207	DOWNSTREAM SERVICES, INC.	1593			702.92	
601-5050-436.21-04	06/30/2009	FILTER ROUND	68460	091299	12/2009	702.92	
07/24/2009	69208	DWAYNE'S HEATING & AIR	2130			3,750.00	
248-1920-519.20-06	07/09/2009	CLEAN&GREEN-963 FLORENCE	1056	010024	01/2010	3,750.00	
07/24/2009	69209	EPIC LAND SOLUTIONS, INC.	2105			13,297.61	
405-1260-413.20-06	06/30/2009	P/E - 06/30/09 PALM AVE	0609-0190		12/2009	5,423.90	
408-1920-519.20-06	06/30/2009	P/E 06/30/09 PALM AVE REL	0609-0190	091187	12/2009	7,873.71	
07/24/2009	69210	FASTENAL	909			18.57	
101-6040-454.30-02	06/30/2009	SCREWS	CACHU19872	090043	12/2009	18.57	
07/24/2009	69211	HANSON AGGREGATES INC.	48			666.31	
101-5010-431.30-02	06/23/2009	CONCRETE SHORT LOAD	482227	090015	12/2009	666.31	
07/24/2009	69212	I B FIREFIGHTERS ASSOCIATION	214			242.00	
101-0000-209.01-08	07/23/2009	PPE 07/16/09	20090723		01/2010	242.00	
07/24/2009	69213	ICMA RETIREMENT TRUST 457	242			5,215.56	
101-0000-209.01-10	07/23/2009	PPE 07/16/09	20090723		01/2010	5,215.56	
07/24/2009	69214	J. SIMMS AGENCY	1883			1,250.00	
101-1920-419.20-06	06/30/2009	JUNE 2009	2413	090027	12/2009	1,250.00	
07/24/2009	69215	KANE, BALLMER & BERKMAN	1828			85.00	
408-1920-519.20-06	07/01/2009	SVCS THROUGH 06/30/09	14130		12/2009	85.00	
07/24/2009	69216	MARCIA RASKIN	2116			5,145.15	
101-1110-412.10-01	07/16/2009	2009 07/03-07/16 ACM	3	010054	01/2010	1,228.11	
101-1130-412.10-01	07/16/2009	2009 07/03-07/16 ACM	3	010054	01/2010	1,228.13	
405-1260-413.10-01	07/16/2009	2009 07/03-07/16 ACM	3	010054	01/2010	1,228.13	
502-1922-419.10-01	07/16/2009	2009 07/03-07/16 ACM	3	010054	01/2010	1,228.13	
101-1110-412.28-04	07/16/2009	2009 07/03-07/16 ACM	3	010054	01/2010	58.17	
101-1130-412.28-04	07/16/2009	2009 07/03-07/16 ACM	3	010054	01/2010	58.16	
405-1260-413.28-04	07/16/2009	2009 07/03-07/16 ACM	3	010054	01/2010	58.16	
502-1922-419.28-04	07/16/2009	2009 07/03-07/16 ACM	3	010054	01/2010	58.16	
07/24/2009	69217	METRO WASTEWATER JPA	1002			7,626.00	
601-5060-436.21-04	07/01/2009	JPA COSTS FY 09/10	108		01/2010	7,626.00	

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07/24/2009	69218	MICHAL PIASECKI CONSULTING	1795			6,750.00
405-1260-513.20-06	07/01/2009	JUNE 2009 PW	109	090068	12/2009	6,727.50
601-5060-436.20-06	07/01/2009	JUNE 2009 PW	109	090068	12/2009	22.50
07/24/2009	69219	MIKE MCGRANE	1939			225.06
101-1210-413.28-14	07/21/2009	TECHNICAL BOOKS-EXCEL/	9180		01/2010	225.06
07/24/2009	69220	MOBILE HOME ACCEPTANCE CORPORA	1533			602.33
101-3035-423.30-02	06/19/2009	JR LG TRAILER 6/19-8/18	146194		12/2009	602.33
07/24/2009	69221	NASLAND ENGINEERING	1656			1,175.00
408-1920-519.20-06	06/30/2009	P/E 6/30/09 735 PALM DEMO	87767		12/2009	1,175.00
07/24/2009	69222	PADRE JANITORIAL SUPPLIES	1430			1,184.91
101-1910-419.30-02	12/09/2008	CR-RTN JANITORIAL SUPPLIES	281255	090088	12/2009	3.39-
101-1910-419.30-02	03/20/2009	JANITORIAL SUPPLIES	284842-1	090088	12/2009	65.25
101-1910-419.30-02	03/20/2009	JANITORIAL SUPPLIES	285105	090088	12/2009	59.69
101-1910-419.30-02	04/17/2009	JANITORIAL SUPPLIES	286278	090088	12/2009	379.23
101-1910-419.30-02	05/19/2009	JANITORIAL SUPPLIES	286278-1	090088	12/2009	25.97
101-6040-454.30-02	06/05/2009	JANITORIAL SUPPLIES	288214	090088	12/2009	253.60
501-1921-419.30-02	06/09/2009	JANITORIAL SUPPLIES	288285	090088	12/2009	113.88
101-1910-419.30-02	06/09/2009	JANITORIAL SUPPLIES	288445	090088	12/2009	290.68
07/24/2009	69223	PATRICIA LEA AGBUNAG	4			1,226.25
101-0000-221.01-02	07/15/2009	RFND DEPOSIT BALANCE	MF 833		01/2010	1,226.25
07/24/2009	69224	PITNEY BOWES(PURCHASE POWER)	1369			3,018.99
101-1920-419.28-09	07/06/2009	POSTAGE MACHINE REFILL	07-06-2009	091307	12/2009	3,018.99
07/24/2009	69225	PORTILLO CONCRETE INC	1485			9,300.50
202-5016-531.20-06	03/31/2009	DAHLIA & 5TH OVERLAY	0901-1567		12/2009	9,300.50
07/24/2009	69226	PREFERRED BENEFIT INS ADMIN IN	37			2,196.84
101-0000-209.01-12	06/25/2009	PR AP PPE 6/18/09	20090625		12/2009	1,122.82
101-0000-209.01-12	07/09/2009	PPE 07/02/2009	20090709		01/2010	1,098.34
101-0000-209.01-12	07/01/2009	JULY 2009	CP10058		01/2010	24.32-
07/24/2009	69227	RACHEL JACKSON-SMITH	2			100.00
101-0000-347.77-02	07/14/2009	REFUND OVERPAYMENT-JRLG	210956075288891		01/2010	100.00
07/24/2009	69228	RECLAIMED AGGREGATES, INC.	2137			140.00
101-5010-431.29-04	05/31/2009	CONCRETE	9632	090013	12/2009	80.00
101-5010-431.29-04	05/31/2009	CONCRETE	9633	090013	12/2009	60.00
07/24/2009	69229	RICHARD HIDALGO	1462			891.75
101-3030-423.25-03	07/20/2009	IBLG UNIFORM PURCHASES	06005889		12/2009	891.75
07/24/2009	69230	SAN DIEGO ASSOCIATION OF GOVER	254			9,493.00
101-1920-419.29-04	07/01/2009	AGENCY ASEMNT/SHORELINE M	AR161145	010028	01/2010	9,493.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
07/24/2009	69231	SEIU LOCAL 221	1821				1,662.22
101-0000-209.01-08	07/23/2009	PPE 07/16/09	20090723		01/2010		1,662.22
07/24/2009	69232	SOUTH WEST SIGNAL	488				160.00
101-5010-431.21-04	12/31/2008	DECEMBER 2009	49095	090019	11/2009		160.00
07/24/2009	69233	STAPLES ADVANTAGE	2114				116.35
101-1210-413.30-01	07/10/2009	COPY PAPER / OFC SUPPLIES	96336341	010015	01/2010		116.35
07/24/2009	69234	UNION TRIBUNE	738				1,156.00
101-1130-412.28-07	07/01/2009	JUN 09 EMPLYMNT ADVRTSNG	121860	090032	12/2009		1,156.00
07/24/2009	69235	UNITED WAY OF SAN DIEGO COUNTY	1483				70.00
101-0000-209.01-09	07/23/2009	PPE 07/16/09	20090723		01/2010		70.00
07/24/2009	69236	VAN SCOYOC ASSOCAITES, INC.	2093				3,350.00
405-1260-413.20-06	06/30/2009	JUNE 2009 RETAINER	31792		12/2009		3,350.00
07/24/2009	69237	VISION PLAN OF AMERICA	785				185.51
101-0000-209.01-18	06/25/2009	PR AP PPE 6/18/09	20090625		12/2009		87.81
101-0000-209.01-18	07/09/2009	PPE 07/02/2009	20090709		01/2010		87.81
101-0000-209.01-18	07/01/2009	AUGUST 2009	07-01-2009		01/2010		.11-
101-1920-419.29-04	07/01/2009	AUGUST 2009	07-01-2009		01/2010		10.00
07/24/2009	69238	WAXIE SANITARY SUPPLY	802				968.05
101-6040-454.30-02	07/01/2009	SUPPLIES-JUNE 09	71369674	090060	12/2009		968.05
07/24/2009	69239	WEST COAST ARBORISTS	820				21,962.00
101-5010-431.21-04	07/02/2009	JUNE 09 TREE REMOVAL	59805	091292	12/2009		400.00
101-5010-431.21-04	07/01/2009	PALM TREE PRUNING	59804	091292	12/2009		600.00
101-5010-431.21-04	06/24/2009	09 CITYWIDE PALM PRUNING	60049-A	091292	12/2009		20,162.00
408-1920-519.20-06	06/24/2009	09 CITYWIDE PALM PRUNING	60049-A		12/2009		800.00
07/24/2009	69240	WEST GROUP CTR	826				118.32
101-1020-411.28-14	07/01/2009	JUNE 2009	818581318	090235	12/2009		118.32
07/24/2009	69241	XEROX CORPORATION	861				2,189.88
101-1920-419.20-17	07/03/2009	JUNE 2009	041536793	090195	12/2009		1,891.48
101-3030-423.20-06	07/02/2009	JUNE 2009	041466456	091273	12/2009		298.40
07/24/2009	69242	101 THINGS TO DO SAN DIEGO	2125				1,425.00
405-1260-413.28-07	07/01/2009	JULY - SEPT 09	5931	010010	01/2010		1,425.00
07/30/2009	69243	EAGLE NEWSPAPER	1204				227.00
101-1920-419.28-07	07/28/2009	SKATE PARK WKSHP AD	49625		12/2009		227.00
07/30/2009	69244	EDAW, INC	1804				14,577.31
405-1260-513.20-06	07/16/2009	05/30-07/03/09	1457027	080317	12/2009		14,577.31
07/30/2009	69245	MCDUGAL LOVE ECKIS &	962				8,764.16
405-1260-413.20-01	06/30/2009	JUNE 2009	06-30-2009		12/2009		5,570.71

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405-1260-413.20-01	06/30/2009	JUNE 2009	06-30-2009		12/2009	1,228.25
101-1220-413.20-01	06/30/2009	JUNE 2009	06-30-2009		12/2009	283.33
101-1220-413.21-04	06/30/2009	JUNE 2009	06-30-2009		12/2009	411.84
101-1220-413.21-04	06/30/2009	JUNE 2009	06-30-2009		12/2009	158.95
101-1220-413.21-04	06/30/2009	JUNE 2009	06-30-2009		12/2009	1,111.08
07/30/2009	69246	MICHAEL BUCHICHIO	1			60.00
101-5020-432.28-04	06/11/2009	PW RETREAT-COFFEE/PASTRY	06-11-2009		12/2009	60.00
07/30/2009	69247	SAN DIEGO GAS & ELECTRIC	1399			17,852.13
101-3020-422.27-01	07/09/2009	10087869371 06/01-06/30	07-25-2009		12/2009	36.87
101-1910-419.27-01	07/09/2009	10087869371 06/01-06/30	07-25-2009		12/2009	139.26
101-5010-431.27-01	07/09/2009	10088604389 05/28-06/26	07-25-2009		12/2009	29.77
101-3020-422.27-01	07/09/2009	19807697764 06/01-06/30	07-25-2009		12/2009	3,401.02
601-5060-436.27-01	07/09/2009	52635219238 05/28-06/26	07-25-2009		12/2009	6.35
101-6020-452.27-01	07/09/2009	56497714749 06/02-07/01	07-25-2009		12/2009	9.56
101-5010-431.27-01	07/09/2009	56497714749 06/02-07/01	07-25-2009		12/2009	7,599.58
101-5010-431.27-01	07/09/2009	85075178464 06/02-07/01	07-25-2009		12/2009	97.41
601-5060-436.27-01	07/09/2009	85075178464 06/02-07/01	07-25-2009		12/2009	84.98
101-6020-452.27-01	07/09/2009	85075178464 06/02-07/01	07-25-2009		12/2009	940.27
601-5060-436.27-01	07/09/2009	85417701270 06/02-07/01	07-25-2009		12/2009	4,358.03
101-5020-432.27-01	07/09/2009	91692992261 05/28-06/26	07-25-2009		12/2009	1,149.03
07/30/2009	69248	COLE OFFICE PRODUCTS INC	1400			49.53
101-5020-432.30-01	12/10/2008	COPY PAPER	282972-0	090216	12/2009	49.53
07/30/2009	69249	CONCRETE DESIGN CONCEPTS INC.	2142			11,850.00
408-1920-519.20-06	07/24/2009	FACADE IMPRVMT-PACIFIC R	01	010143	01/2010	11,850.00
07/30/2009	69250	COPY POST PRINTING	1371			56.08
101-1010-411.30-02	07/20/2009	BUSINESS CARDS- COUNCIL M	18644	F01006	01/2010	56.08
07/30/2009	69251	COUNTY OF SAN DIEGO	1055			4,459.00
101-3010-421.21-04	07/23/2009	JUNE 2009 PARKING PENALTY	06/09		12/2009	4,459.00
07/30/2009	69252	COUNTY RECORDER	1818			50.00
101-0000-221.01-02	07/21/2009	1245 EAST LANE	MF1010		01/2010	50.00
07/30/2009	69253	FASTSIGNS	1847			1,448.00
408-1920-519.20-06	07/17/2009	FACADE IMPRVMT-WOODYS	NC237-17885	010142	01/2010	1,448.00
07/30/2009	69254	GO-STAFF, INC.	2031			813.75
101-1020-411.21-01	07/07/2009	ROCHER, J 07/01/09	3	010027	01/2010	60.00
101-1020-411.21-01	07/07/2009	ROCHER, J 06/30/09	63576	090766	12/2009	45.00
601-5050-436.21-01	07/21/2009	BARZEE, SUZANNE 7/13-7/19	63886	010056	01/2010	708.75
07/30/2009	69255	IMPERIAL BEACH CHAMBER OF COMM	1505			70.00
101-1010-411.28-04	07/02/2009	2 TICKETS- MCCOY/KING - 2	5217	F01003	01/2010	70.00
07/30/2009	69256	JESSOP & SON LANDSCAPING	479			3,052.83
101-6010-451.21-04	07/28/2009	JULY 2009	388323	010004	01/2010	3,052.83

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT	
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR	TRN AMOUNT
07/30/2009	69257	MISAC	2132	240.00	
503-1923-419.28-04	07/01/2009	2009/2010 MEMBERSHIP DUES	2009/2010	F01004 01/2010	240.00
07/30/2009	69258	PADRE JANITORIAL SUPPLIES	1430	318.85	
101-6040-454.30-02	07/02/2009	JANITORIAL SUPPLIES	289237	090088 12/2009	318.85
07/30/2009	69259	PRUDENTIAL OVERALL SUPPLY	72	668.91	
101-5020-432.25-03	07/08/2009	07/08/09 PW UNIFORMS	30022372	010049 01/2010	176.82
101-5020-432.25-03	07/15/2009	07/15/09 PW UNIFORMS	30024056	010049 01/2010	203.30
101-5020-432.25-03	07/22/2009	07/22/09 PW UNIFORMS	30026141	010049 01/2010	288.79
07/30/2009	69260	RAQUEL WRIGHT	2	891.00	
408-1920-519.20-06	07/23/2009	REIMBURSE HEALTH DEPT PER	07-23-2009	01/2010	891.00
07/30/2009	69261	RELIABLE TIRES COMPANY	136	150.00	
101-5040-434.21-04	07/15/2009	PICK-UP USED TIRES	72130	F01005 01/2010	150.00
07/30/2009	69262	SANDPIPA	321	123,068.00	
502-1922-419.28-02	07/01/2009	FY9/10 LIABILITY INS RNWL	LIIB09	010031 01/2010	104,670.00
502-1922-419.28-02	07/02/2009	FY 09/10 PROP INS PREMIUM	PRIB09	010032 01/2010	18,398.00
07/30/2009	69263	SOUTH BAY COMMUNITY SVCS	472	5,559.43	
248-1920-519.20-06	07/08/2009	CASA ESTABLE I-1360 HEMLO	7	081176 12/2009	5,559.43
07/30/2009	69264	SOUTH WEST SIGNAL	488	3,050.00	
101-5010-431.21-23	07/07/2009	LOOP DETECTORS/BUTTON REL	49443	010086 01/2010	3,050.00
07/30/2009	69265	TEOMAR P. DOS SANTOS	2	53.00	
101-0000-321.72-10	07/28/2009	OL REFUNDS	0008197	01/2010	53.00
07/30/2009	69266	VICKY'S HAIR SALON	2	984.09	
408-1920-519.20-06	07/24/2009	MOVING EXPENSES CLAIM	07-24-2009	01/2010	984.09
07/30/2009	69267	VISUAL ASYLUM	1757	1,500.00	
405-1260-413.20-06	05/26/2009	IB NEWSLETTER REDESIGN	1757	091374 12/2009	1,500.00
07/30/2009	69268	WEST COAST ARBORISTS	820	3,083.20	
101-6040-454.21-04	06/24/2009	TREE MAINT SVC 09 TIDELAN	60050-A	091292 12/2009	3,083.20
08/07/2009	69269	AIMEE JOHNSON	126	126.94	
101-3035-423.28-04	07/09/2009	PARKING FEE/JRLG TRIP TO	691122	02/2010	9.00
101-3030-423.25-03	07/11/2009	UNIFORM REIMBURSMENT 9/10	001-094-595-486	02/2010	53.79
101-3030-423.25-03	07/11/2009	UNIFORM REIMBURSMENT 9/10	001-094-595-493	02/2010	64.15
08/07/2009	69270	ARROWHEAD MOUNTAIN SPRING WATE	1340	97.84	
101-1010-411.30-02	07/22/2009	JULY 2009	09G0025324922	010037 01/2010	97.84
08/07/2009	69271	ASBURY ENVIRONMENTAL SERVICES	277	131.26	
408-1920-519.20-06	07/09/2009	E-WASTE RECYCLING	130284726	090038 12/2009	131.26

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR	TRN AMOUNT
08/07/2009	69272	AT&T/MCI	1270		278.54
503-1923-419.27-04	08/07/2009	FEB/MAR 2008	T7799075	12/2009	278.54
08/07/2009	69273	BANANA PLACE	2108		487.84
408-1920-519.20-06	08/04/2009	RELOCATION EXPENSE-BLDG	08-04-2009	02/2010	487.84
08/07/2009	69274	CHICAGO TITLE INSUR CO	779		1,500.00
405-1260-413.20-06	07/22/2009	961 9TH ST-JOHNSON,E	980026519 P05	010225 01/2010	500.00
405-1260-413.20-06	07/22/2009	620 SILVER STRAND BLVD	980026517 P05	010225 01/2010	500.00
405-1260-413.20-06	07/22/2009	1104 FLORENCE ST/STONEMAN	980026518 P05	010225 01/2010	500.00
08/07/2009	69275	CITY OF CHULA VISTA	823		24,057.86
101-3050-425.21-04	06/23/2009	MAY 2009	AR127044	12/2009	11,951.43
101-3050-425.21-04	07/24/2009	JUNE 2009	AR127187	12/2009	12,106.43
08/07/2009	69276	CITY OF CHULA VISTA	831		625.00
101-1130-412.28-04	07/24/2009	CONSORTIUM TRNG FEES	07-24-2009	010218 01/2010	625.00
08/07/2009	69277	CITY OF EL CAJON	845		379.39
101-3020-422.21-04	06/25/2009	FY 08/09 4TH QUARTER	3982	12/2009	379.39
08/07/2009	69278	D.A.R. CONTRACTORS	1122		694.00
101-3050-425.20-06	06/02/2009	MAY 2009	0005059	090401 12/2009	347.00
101-3050-425.20-06	07/02/2009	JUNE 2009	0006059	090401 12/2009	347.00
08/07/2009	69279	DALE DUYCK	2		25.00
101-0000-221.02-01	07/19/2009	REFUND JR LG FEE OVERPYMT	374963337PL4391	02/2010	25.00
08/07/2009	69280	EAGLE NEWSPAPER	1204		150.00
101-1020-411.28-07	06/18/2009	LEGAL AD/JUNE 2009	49450	12/2009	95.00
101-1020-411.28-07	06/25/2009	LEGAL AD/JUNE 2009	49625	12/2009	55.00
08/07/2009	69281	ENVIRO MATRIX ANALYTICAL INC	1691		1,740.00
601-5050-436.21-04	07/24/2009	JULY 09 DRY WEATHER MONIT	9070583	010120 01/2010	1,740.00
08/07/2009	69282	FASTENAL	909		43.63
101-6040-454.30-02	07/07/2009	SCREWS	CACHU19907	090043 12/2009	43.63
08/07/2009	69283	FIRE ETC	924		2,096.38
101-3020-422.50-04	04/13/2009	SUPPLIES	19099	090314 12/2009	17.99
101-3020-422.25-03	02/20/2009	WILDLAND BOOTS	16981	12/2009	182.10
101-3020-422.30-02	03/16/2009	FOAM -5 GALLON PAILS	17921	12/2009	258.49
101-3020-422.30-02	02/10/2009	FIRE HOSES	16444	12/2009	1,637.80
08/07/2009	69284	GO-STAFF, INC.	2031		1,046.25
601-5050-436.21-01	07/14/2009	BRAZEE, S 07/14/09	63733	010056 01/2010	630.00
601-5050-436.21-01	07/28/2009	BARZEE, S 07/28/09	64039	010056 01/2010	416.25
08/07/2009	69285	GOOGLE, INC.	2009		715.31
503-1923-419.20-06	07/05/2009	JULY 2009	778983	010213 01/2010	715.31

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
08/07/2009	69286	HELEN SYLVIA	1977			56.75	
101-3030-423.25-03	07/22/2009	UNIFORM REIMBURSMENT 9/10	001-094-864-530		02/2010	56.75	
08/07/2009	69287	HORIZON HEALTH EAP	90			425.79	
101-1130-412.20-06	07/13/2009	JULY 2009	35228	010036	01/2010	425.79	
08/07/2009	69288	I B FIREFIGHTERS ASSOCIATION	214			242.00	
101-0000-209.01-08	08/06/2009	PR AP PPE 7/30/09	20090806		02/2010	242.00	
08/07/2009	69289	ICMA RETIREMENT TRUST 457	242			5,195.69	
101-0000-209.01-10	08/06/2009	PR AP PPE 7/30/09	20090806		02/2010	5,195.69	
08/07/2009	69290	JANET L. MIGUEL	1970			48.93	
101-3030-423.25-03	07/13/2009	UNIFORM REIMBURSMENT 9/10	001-094-644-035		02/2010	48.93	
08/07/2009	69291	JULIANNE CHARLAND	1963			111.56	
101-3030-423.25-03	07/22/2009	UNIFORM REIMBURSMENT 9/10	001-094-861-064		02/2010	111.56	
08/07/2009	69292	KOA CORPORATION	611			15,709.12	
405-1260-513.20-06	06/30/2009	05/25/09-06/21/09 ECO BKW	JA64F9XX27	090735	12/2009	14,920.40	
101-3020-422.20-06	03/31/2009	02/16/09-03/15/09	J99475XX66		12/2009	330.00	
101-3020-422.20-06	12/31/2009	1/24/08-12/21/08	J99475XX65		12/2009	458.72	
08/07/2009	69293	LANCE, SOLL & LANGHARD LLP	716			9,000.00	
101-1210-413.20-06	06/30/2009	2009 ENGAGEMENT-INTERIM	9780		12/2009	9,000.00	
08/07/2009	69294	MARCIA RASKIN	2116			5,295.15	
101-1110-412.10-01	07/30/2009	07/17/09-07/30/09	4	010054	01/2010	1,265.61	
101-1130-412.10-01	07/30/2009	07/17/09-07/30/09	4	010054	01/2010	1,265.63	
405-1260-413.10-01	07/30/2009	07/17/09-07/30/09	4	010054	01/2010	1,265.63	
502-1922-419.10-01	07/30/2009	07/17/09-07/30/09	4	010054	01/2010	1,265.63	
101-1110-412.28-04	07/30/2009	07/17/09-07/30/09	4	010054	01/2010	58.17	
101-1130-412.28-04	07/30/2009	07/17/09-07/30/09	4	010054	01/2010	58.16	
405-1260-413.28-04	07/30/2009	07/17/09-07/30/09	4	010054	01/2010	58.16	
502-1922-419.28-04	07/30/2009	07/17/09-07/30/09	4	010054	01/2010	58.16	
08/07/2009	69295	MASON'S ALIGNMENT, BRAKES	921			59.00	
501-1921-419.28-01	07/27/2009	FRONT END WHEEL ALIGNMENT	15461	010095	01/2010	59.00	
08/07/2009	69296	MICHAEL PILGRIM	2146			75.00	
101-3030-423.25-03	04/01/2009	SUNGLASS REMBURSMENT 9/10	230296		02/2010	75.00	
08/07/2009	69297	MICHAL PIASECKI CONSULTING	1795			6,052.50	
101-3020-422.20-06	04/30/2009	APRIL 2009 PUBLIC SAFETY	103	090068	12/2009	90.00	
101-3020-422.20-06	06/01/2009	MAY 2009	107	090068	12/2009	180.00	
101-5020-432.20-06	08/03/2009	JULY 2009 PUBLIC WORKS	112	010074	02/2010	202.50	
405-1260-513.20-06	08/03/2009	JULY 2009 PUBLIC WORKS	112	010074	02/2010	5,580.00	
08/07/2009	69298	ONE SOURCE DISTRIBUTORS INC	1470			631.11	
601-5060-436.28-01	07/08/2009	100 AMP CIRCUIT BREAKER	S3145697.001	090539	12/2009	463.85	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
601-5060-436.28-01	07/08/2009	6-100 AMP 250V FUSE	S3145699.001	090539	12/2009	167.26	
08/07/2009	69299	PARTNERSHIP WITH INDUSTRY	1302			1,160.66	
101-6040-454.21-04	07/16/2009	P/E 07/15/2009	GS02254	010050	01/2010	1,160.66	
08/07/2009	69300	PAVING STONE OF SAN DIEGO	2143			5,340.00	
248-1920-519.20-06	07/27/2009	CLEAN&GREEN-526 EMORY ST	1183	010220	01/2010	5,340.00	
08/07/2009	69301	PERVO PAINT CO.	8			2,405.11	
101-5010-431.21-23	07/24/2009	RED PAINT	16766	010083	01/2010	291.23	
101-5010-431.21-23	07/27/2009	PAINT	16769	010083	01/2010	1,342.19	
101-5010-431.21-23	08/05/2009	PAINT	16834	010083	02/2010	771.69	
08/07/2009	69302	PBS & J	1606			4,499.74	
101-5060-564.20-08	07/16/2009	JUNE 2009	1049849	091063	12/2009	4,499.74	
08/07/2009	69303	PRINTING PLACE	2122			984.70	
101-3030-423.28-11	06/30/2009	SAFETY GUIDES/BROCHURES	17031		12/2009	984.70	
08/07/2009	69304	RBF CONSULTING	1756			6,863.00	
405-1260-513.20-06	05/29/2009	APRIL 2009	9040782	070418	12/2009	520.00	
405-1260-513.20-06	08/29/2008	JULY 2008-PW YARD IMPRVMN	8071049	070418	12/2009	6,343.00	
08/07/2009	69305	RICHARD HIDALGO	1462			150.00	
101-3030-423.25-03	07/01/2009	UNIFORM SUNGLASS REIMBURS	0012200-001		02/2010	150.00	
08/07/2009	69306	ROBERT PATTON	192			506.57	
101-3035-423.28-04	07/09/2009	PARKING FEE/JRLG TRIP TO	691108		02/2010	9.00	
101-3030-423.28-04	07/14/2009	EMT FINGERPRINTING FEES	07-14-2009		02/2010	52.00	
101-3030-423.28-04	07/16/2009	EMT RECERT FEES	431659		02/2010	17.00	
101-3035-423.30-02	04/23/2009	JR LG PAPER-FLYERS/NOTICE	9882		12/2009	13.15	
101-3035-423.30-02	04/23/2009	JR LG PRINTING FEES	3052		12/2009	32.09	
101-3035-423.30-02	03/31/2009	JR LG OFFICE SUPPLIES	4287		12/2009	29.69	
101-3035-423.30-02	07/09/2009	JR LG AWARDS PAPER/ENVELO	132463310011530		02/2010	23.14	
101-3035-423.28-04	07/15/2009	JR LG BANQUET REFRESHMENT	880938		02/2010	5.99	
101-3035-423.28-04	07/09/2009	JR LG COMP REFRESHMENT	754387		02/2010	52.40	
101-3035-423.28-04	07/15/2009	JR LG BANQUET REFRESHMENT	555165		02/2010	59.24	
101-3035-423.30-02	07/09/2009	JR LG COMPETITION	617562		02/2010	31.84	
101-3035-423.30-02	04/21/2009	IBJRLG PROGRAM BUSINESS	472154061-001		12/2009	65.23	
101-3035-423.30-02	05/01/2009	IBJRLG PROGRAM ADVERTISNG	02530202-001		12/2009	83.20	
101-3035-423.30-02	06/27/2009	IBJRLG AIRHORNS	062457		12/2009	32.60	
08/07/2009	69307	SEIU LOCAL 221	1821			1,660.76	
101-0000-209.01-08	08/06/2009	PR AP PPE 7/30/09	20090806		02/2010	1,660.76	
08/07/2009	69308	SHARP REES-STEALY MEDICAL	CNTR 390			125.00	
101-3030-423.20-06	07/11/2009	WAY, ANDREW	214	010035	01/2010	125.00	
08/07/2009	69309	SPECTRA ASSOCIATES, INC.	2003			1,916.40	
101-1020-411.30-01	06/29/2009	CUSTOM MINUTE BOOKS	29158-E	091361	12/2009	1,916.40	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
08/07/2009	69310	SUNGARD PUBLIC SECTOR INC.	1370	68,980.01
503-1923-419.20-06	05/29/2009	NAVILINE/HTE 09/10 MAINT	892481	010214 01/2010 63,586.96
503-1923-419.20-06	05/29/2009	FY 09/10 LOOKING GLASS	892293	010216 01/2010 5,393.05
08/07/2009	69311	TRADITIONAL BOAT WORKS	2104	7,785.19
408-1920-519.20-06	07/16/2009	FACADE IMPRVMT-COW A BUN	2539	010140 01/2010 7,785.19
08/07/2009	69312	TYRA HIDALGO	1960	300.00
101-1920-419.29-01	07/27/2009	TUITION REIMBURSEMENT	07-27-2009	010150 01/2010 300.00
VOID CKS # 69313-69318				
08/07/2009	69319	U.S. BANK	1873	31,843.64
601-5050-436.30-02	05/31/2009	PAINTING SUPPLIES	048013/4586003	091338 12/2009 13.50
101-6040-454.30-02	05/22/2009	WORK BOOTS/CARTIER, J	067416	091346 12/2009 153.09
101-5020-432.28-04	05/21/2009	LUNCH DURING TRAINING	0027	091349 12/2009 32.50
101-3020-422.30-02	05/30/2009	STATION SUPPLIES	075621	091366 12/2009 130.51
101-3030-423.30-02	05/25/2009	PWC'S FUEL-91 OCTANE	005016	091367 12/2009 29.10
101-3035-423.28-04	05/29/2009	IBJG WEBSITE DESIGN	374-A	091368 12/2009 750.00
101-3035-423.28-04	05/29/2009	IBJG WEBSITE DESIGN	374-B	091368 12/2009 750.00
101-1010-411.28-04	06/17/2009	CVS/PHARMACY	1345	091310 12/2009 4.12
408-1920-519.20-06	06/17/2009	9TH/PALM SERVICE CALL	21560	091311 12/2009 94.66
101-1020-411.28-11	06/01/2009	RECORDS REQUEST	19683	091317 12/2009 87.00
101-1230-413.30-01	06/11/2009	OFFICE SUPPLIES	056757	091317 12/2009 152.15
101-3040-424.30-01	06/15/2009	PACKING TAPE-CLEAR	9753	091317 12/2009 17.16
101-6010-451.30-02	06/12/2009	CAFE ITEMS/SPORTS PARK	054763	091319 12/2009 397.87
101-1110-412.28-04	06/01/2009	CITY ATTY LUNCH MEETING	006980	091320 12/2009 21.27
101-1110-412.28-04	06/15/2009	CITY ATTY LUNCH MEETING	032460	091320 12/2009 21.38
101-6030-453.30-02	06/06/2009	PARTY CITY	047404	091324 12/2009 17.82
101-1210-413.28-14	06/02/2009	2009 GAAP GUIDE	75032	091330 12/2009 249.40
601-5050-436.30-02	06/02/2009	OFFICE SUPPLIES	8515	091338 12/2009 33.01
601-5050-436.30-02	06/16/2009	OFFICE SUPPLIES	000600/8041502	091338 12/2009 18.42
101-6040-454.30-02	06/05/2009	SUNSCREEN FOR PTE'S	30031979	091346 12/2009 123.95
601-5060-436.30-02	06/04/2009	CELL PHONE HOLDERS	023274/0566854	091349 12/2009 25.97
101-3020-422.21-02	06/10/2009	LUNCH DURING TRAINING	065983	091362 12/2009 17.14
101-3020-422.21-02	06/11/2009	LUNCH DURING TRAINING	048306	091362 12/2009 17.38
101-3020-422.30-02	06/10/2009	STATION SUPPLIES	000202	091366 12/2009 111.52
101-3020-422.30-02	06/11/2009	SHOP RAGS/BATTERIES	084178/3575498	091366 12/2009 73.54
101-3030-423.30-02	06/03/2009	BLUEWATER SPF	51809IBL	091367 12/2009 271.81
101-3030-423.30-02	06/16/2009	LG TRUCK STROBE LIGHTS	100444	091367 12/2009 709.82
101-3030-423.28-01	06/19/2009	BINOCULAR REPAIR	S72755	091367 12/2009 715.58
101-3035-423.30-02	06/19/2009	JR LG'S SUPPLIES/MATERIAL	074986/501214	091368 12/2009 384.81
101-1910-519.20-06	05/26/2009	1YD CONCRETE/6 SACK MIX	81510725-001	091335 12/2009 179.44
405-5030-433.30-02	05/28/2009	GRAFFITI SUPPLIES	046436/7235036	091339 12/2009 95.11
101-6040-454.30-02	05/28/2009	LAMPS/GLOVES/CONNECTORS	027194/7566054	091343 12/2009 61.93
101-6040-454.30-02	05/29/2009	TIMER MECHANISM	047237/6592717	091343 12/2009 45.10
601-5060-436.28-01	05/27/2009	BUNGEE CORDS/MOWER BLADE	037985/8024605	091347 12/2009 10.84
601-5060-436.30-02	05/27/2009	BUNGEE CORDS/MOWER BLADE	037985/8024605	091347 12/2009 7.50
101-1910-519.20-06	05/29/2009	1.5 YD CONCRETE CIVIC CTR	81594208-001	091351 12/2009 269.16
501-1921-419.50-04	05/29/2009	TRUCK BED LINER	10059477	091355 12/2009 500.00
501-1921-419.28-16	05/27/2009	BUSHINGS FOR #630	661905	091356 12/2009 9.35

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
405-5030-433.28-01	06/02/2009	WASHER HOSE/SWIVELS/HOTSY	SR8-1347	091339 12/2009 273.79
405-5030-433.30-02	06/04/2009	PAINT/TRK SUPPLIES/GLOVES	094965/0197531	091339 12/2009 109.78
101-6040-454.30-02	06/11/2009	GFICI OUTLET/BLADES	070025/3560719	091343 12/2009 21.73
101-6040-454.30-02	06/12/2009	TREATED BEAM	09-84697-2	091343 12/2009 87.10
101-6040-454.30-02	06/18/2009	IN LINE STRAINER	136648	091343 12/2009 148.77
101-6040-454.30-22	06/09/2009	BURNISHING PAD	10204976-00	091344 12/2009 24.74
101-6040-454.30-02	06/09/2009	SIGNS SOFTWARE PROGRAM	4316173116	091344 12/2009 60.34
101-6040-454.21-04	06/10/2009	LOCK REPLCMNT-PLAZA ELEC	6326	091344 12/2009 563.37
101-6040-454.30-02	06/15/2009	GRAFFITI REMOVER	15792	091344 12/2009 218.22
101-5010-431.21-23	06/10/2009	A FRAME BARRICADES	060752-00	091351 12/2009 986.91
101-5010-431.30-02	06/15/2009	CONCRETE BOX/LID-ELEC WIR	0154538	091351 12/2009 195.49
101-5010-431.30-02	06/18/2009	LUMBER	0671-236778	091351 12/2009 212.82
501-1921-419.28-16	06/03/2009	CREDIT FOR OVER CHARGE	454124	091355 12/2009 35.50
501-1921-419.50-04	06/03/2009	ELEC BRAKE TRAILER	662597	091355 12/2009 39.52
501-1921-419.28-16	06/09/2009	FUSE #115	354265	091356 12/2009 3.25
101-1910-419.28-01	06/15/2009	BOLTS/LATCHES	060932/9570437	091356 12/2009 21.50
501-1921-419.28-16	06/15/2009	BOLTS/LATCHES	060932/9570437	091356 12/2009 8.67
501-1921-419.30-02	06/15/2009	SHOP SUPPLY METAL	265256	091356 12/2009 129.50
501-1921-419.28-16	06/18/2009	BOBCAT HYDRAULIC HOSE	3261	091356 12/2009 47.95
101-1910-419.30-02	06/02/2009	STRAW ROLLS	15027440	091357 12/2009 272.22
408-5010-531.20-06	06/04/2009	2YDS CONCRETE BATCH MIX	81696590-001	091357 12/2009 369.75
101-5010-431.30-02	06/15/2009	WEDGE ANCHORS	095231/9022028	091357 12/2009 17.92
101-1910-419.28-01	05/26/2009	STORAGE VENT / WIRE	081694/9592346	091340 12/2009 40.44
101-6040-454.30-02	05/22/2009	KEMPH, J-WORK BOOTS	004968	091345 12/2009 153.09
101-6020-452.30-02	05/21/2009	TEST EQUIP BATTERIES	062877/4572953	091358 12/2009 23.86
101-1910-519.20-06	05/29/2009	CIVIC CTR POSTER	12991	091358 12/2009 52.07
101-1910-419.28-01	06/01/2009	FAUCET REPAIR/FIREHOUSE	034467/3566485	091340 12/2009 26.93
101-1910-519.20-06	06/01/2009	CITYHALL LANDSCAPE PROJEC	52494444	091340 12/2009 53.40
101-3040-424.21-04	06/02/2009	SHELVING SUPPLY-CITY HALL	090490/2025985	091340 12/2009 284.36
101-3040-424.21-01	06/03/2009	SHELVING SUPPLY-CITY HALL	036105/1566685	091340 12/2009 179.33
101-3040-424.21-04	06/03/2009	SHELVING SUPPLY-CITY HALL	066960/1026259	091340 12/2009 63.37
501-1921-419.30-02	06/04/2009	BULBS/ ELECTRICAL TAPE	040078/0026439	091340 12/2009 18.97
101-3040-424.21-01	06/04/2009	SHELVING SUPPLY-CITY HALL	069826/0026441	091340 12/2009 29.10
101-1910-419.28-01	06/08/2009	GLOVES & DOOR KNOB	005293/6020608	091340 12/2009 77.08
101-3040-424.21-01	06/08/2009	SHELVING SUPPLY-CITY HALL	0671-236081	091340 12/2009 91.40
101-3040-424.21-04	06/08/2009	SHELVING SUPPLY-CITY HALL	0671-236081	091340 12/2009 123.34
101-3040-424.21-04	06/09/2009	SHELVING SUPPLY-CITY HALL	058733/5017847	091340 12/2009 21.72
101-1910-419.28-01	06/11/2009	FIREHOUSE HALL LIGHTING	001345/3081262	091340 12/2009 48.34
101-1910-419.28-01	06/11/2009	STOCK PLUMBING SUPPLIES	136442	091340 12/2009 264.65
101-1910-419.28-01	06/16/2009	BLDG SUPPLY/WASHERS-LATS	067710/8022223	091340 12/2009 28.39
101-6040-454.30-02	06/16/2009	BLDG SUPPLY/WASHERS-LATS	067710/8022223	091340 12/2009 35.50
101-1910-419.28-01	06/18/2009	LIGHTING SUPPLIES&FLAPPER	056201/6011774	091340 12/2009 15.15
101-1910-419.28-01	06/18/2009	LITE SUPPLIES	070764/6581858	091340 12/2009 7.76
101-6040-454.30-02	06/12/2009	MULCH	041418/2198752	091345 12/2009 25.90
101-6040-454.30-02	06/15/2009	AUGER FOR RESTROOMS	006584/9594488	091345 12/2009 17.08
101-1910-519.20-06	06/02/2009	CIVIC CTR ZONE CONTROL SU	387802	091358 12/2009 198.27
101-1910-519.20-06	06/06/2009	IRRIGATION SUPPLIES/CIVIC	008763/8574890	091358 12/2009 10.08
101-6020-452.30-02	06/09/2009	IRRIGATION SUPPLY/VETS PK	33074168	091358 12/2009 489.79
101-6020-452.30-02	06/12/2009	BOX QUEEN PALMS/PALM AVE	20209	091358 12/2009 369.73
101-6020-452.30-02	06/15/2009	NURSERY CONTAINERS	20381	091358 12/2009 18.37

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-1910-519.20-06	06/16/2009	SOD CUTTER RENTAL	81932164-002	091358	12/2009	66.56
101-6020-452.30-02	06/17/2009	TOPSOIL	20527	091358	12/2009	16.31
101-6010-451.30-02	05/26/2009	CAFE SUPPLIES	05-26-2009	091322	12/2009	388.24
101-3030-423.30-02	05/26/2009	RESCUE BAG TIES	3534350	091369	12/2009	35.23
101-3030-423.30-02	05/27/2009	FIRST AID SUPPLIES	06091611	091369	12/2009	194.61
101-3030-423.30-02	05/27/2009	CREDIT FOR WRONG ITEM-RET	287987	091369	12/2009	76.38
101-3030-423.30-02	05/28/2009	SHAMPOO/SHOWER DISPENSERS	079352	091369	12/2009	10.86
101-3030-423.30-02	05/28/2009	PIER TOWER KEY COPIES	835	091369	12/2009	15.12
101-3030-423.30-02	05/28/2009	GARAGE DOOR OPENERS	8809	091371	12/2009	75.56
101-6010-451.29-04	06/01/2009	EQUIPMENT	013472	091322	12/2009	135.89
101-6010-451.30-01	06/01/2009	OFFICE SUPPLIES	081594/3592989	091322	12/2009	6.49
101-6010-451.30-01	06/01/2009	OPERATIONS SUPPLIES	9749	091322	12/2009	69.74
101-6010-451.30-02	06/04/2009	CAFE SUPPLIES	154007	091322	12/2009	68.79
101-3030-423.30-02	06/02/2009	SOAP/LG MENS LOCKER ROOM	054606	091369	12/2009	14.67
101-3030-423.30-02	06/03/2009	SPLINT/HOTPACK	07090204	091369	12/2009	216.54
101-3030-423.30-02	06/03/2009	V-VAC CATHETERS/TUBING	07090227	091369	12/2009	51.93
101-3030-423.28-01	06/03/2009	POLISHING MATERIAL/BEACH	43415192625	091369	12/2009	26.10
101-3030-423.28-01	06/04/2009	DIVE GEAR REPAIR	085472	091369	12/2009	8.26
101-3030-423.30-02	06/04/2009	VHF RADIO WARRANTY	9418	091369	12/2009	23.59
101-3030-423.30-02	06/07/2009	91 OCTANE FOR PWC	050552	091369	12/2009	16.57
101-3030-423.28-11	06/10/2009	YELLOW CARDS	4778	091369	12/2009	53.27
101-3030-423.30-02	06/11/2009	TOWELS/TISSUE	288493	091369	12/2009	216.28
101-3030-423.30-02	06/15/2009	91 OCTANE FOR PWC	054017	091369	12/2009	31.56
101-3030-423.30-02	06/16/2009	LG EQUIPMENT BATTERIES	032560/8041510	091369	12/2009	28.23
101-3030-423.28-01	06/16/2009	DIVE GEAR MAINTENANCE	304677	091369	12/2009	87.20
101-3030-423.30-02	06/01/2009	RESCUE DIVE KNITS	68489	091371	12/2009	473.65
101-3030-423.30-02	06/02/2009	LINE/GALV CLEATS	9298	091371	12/2009	18.70
101-3030-423.30-02	06/04/2009	SUNSCREEN	022503	091371	12/2009	29.36
101-3030-423.30-02	06/04/2009	MISC OFFICE SUPPLIES	3978	091371	12/2009	82.24
101-3030-423.30-02	06/09/2009	RESCUE KNIFES	68666	091371	12/2009	534.20
101-3030-423.30-02	06/11/2009	EXTRA KEY/REMOTE	49687	091371	12/2009	234.32
101-3030-423.28-11	06/16/2009	LG & JG ENVELOPES	16170	091371	12/2009	187.05
503-1923-419.28-04	05/22/2009	WORK LATE FOOD	003942	091331	12/2009	3.26
503-1923-419.27-05	05/26/2009	ATT WIRELESS	07-10-2009	091331	12/2009	221.50
503-1923-419.28-04	05/27/2009	PERSONAL	05-27-2009	091331	12/2009	50.00
503-1923-419.30-22	05/27/2009	NETWORK TOOL	941532237	091331	12/2009	183.28
601-5060-436.28-13	05/19/2009	MOELLER-CWEA RENEWAL	19177	091333	12/2009	76.00
101-3030-423.30-02	05/22/2009	GATORADE-IBLG OPEN HOUSE	004539	091370	12/2009	7.98
101-3030-423.30-02	05/23/2009	ICE/IBLG OPEN HOUSE	084381	091370	12/2009	21.00
503-1923-419.21-04	06/02/2009	TAPE DRIVE	05817389LX80264	091331	12/2009	975.00
503-1923-419.21-04	06/02/2009	REFUND-DOMAIN NAMES	1668547	091331	12/2009	70.00
503-1923-419.30-22	06/17/2009	MEMORY-MIKE PC	118957	091331	12/2009	39.15
503-1923-419.28-04	06/19/2009	WORK LATE FOOD	035994	091331	12/2009	2.87
503-1923-419.28-04	06/20/2009	WORK LATE	067786	091331	12/2009	1.68
503-1923-419.28-04	06/20/2009	WORK LATE FOOD	093580	091331	12/2009	1.59
601-5060-436.30-02	06/10/2009	DUCT TAPE/SIMPLE GREEN	023693/4270321	091333	12/2009	67.03
601-5060-436.30-02	06/16/2009	CREDIT-CHARGED WRONG AMT	06-16-2009	091333	12/2009	40.00
601-5060-436.30-02	06/16/2009	JACKS KEY SHOP-ERROR	06-16-2009	091333	12/2009	40.00
101-6020-452.30-02	06/16/2009	#616 DUPLICATE KEYS	1154	091333	12/2009	43.50
101-5010-431.30-02	06/16/2009	#142 DUPLICATE KEYS	1155	091333	12/2009	43.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
601-5060-436.30-02	06/16/2009	#115 DUPLICATE KEYS	1156	091333 12/2009 43.50
101-3030-423.25-03	06/04/2009	SWIM FINS/LG EQUIPMENT	2201	091370 12/2009 203.19
101-3030-423.25-03	06/05/2009	SWIM FINS/LG EQUIPMENT	13059	091370 12/2009 380.00
101-3030-423.28-01	06/05/2009	PWC INTAKE GRATE REPAIR	21224609	091370 12/2009 212.95
101-3030-423.30-02	06/09/2009	OFFICE SUPPLIES	2425	091370 12/2009 175.61
101-3030-423.30-02	06/09/2009	OFFICE SUPPLIES/BINDERS	2426	091370 12/2009 21.65
101-3030-423.28-01	06/11/2009	SHIPPING CHARGE/PWC SEAT	21227202	091370 12/2009 72.00
101-3030-423.28-01	06/11/2009	PWC SEAT REPAIR	21227203	091370 12/2009 854.95
101-3030-423.30-02	06/19/2009	AWARD FRAMES/MALCOLM FAMI	3865	091370 12/2009 17.11
101-1130-412.28-07	05/22/2009	EMPLOYMENT ADVERTISING	63249	091318 12/2009 52.80
101-1130-412.28-11	05/29/2009	PAPER	05-29-2009	091318 12/2009 16.44
101-1130-412.28-07	05/29/2009	ACM EMPLOYMNT ADVERTISING	554825	091318 12/2009 174.00
101-1010-411.28-08	05/21/2009	DR PHEPPS RETIREMENT GIFT	05-21-2009	091327 12/2009 17.90
101-1110-412.30-02	05/22/2009	FILING SYS FOLDERS/NUMBER	1826448	091327 12/2009 176.81
101-1010-411.28-04	05/27/2009	05/27/09 COUNCIL DINNER	2882	091327 12/2009 69.58
101-1010-411.28-11	05/28/2009	MISC OFFICE SUPPLIES	476219201-001	091327 12/2009 31.93
101-1020-411.30-01	05/28/2009	MISC OFFICE SUPPLIES	476219201-001	091327 12/2009 62.98
101-1110-412.30-01	05/28/2009	MISC OFFICE SUPPLIES	476219201-001	091327 12/2009 8.30
101-1130-412.28-07	06/01/2009	ACM EMPLOYMNT ADVERTISING	2458904513	091318 12/2009 162.00
101-1130-412.28-07	06/08/2009	EMPLOYMENT AD/PROGRAM SPE	2467329925	091318 12/2009 99.95
101-1130-412.28-07	06/09/2009	EMPLOYMENT ADVERTISING	63739	091318 12/2009 58.30
101-1130-412.28-07	06/09/2009	EMPLOYMENT ADVERTISING	63741	091318 12/2009 57.20
101-1130-412.28-07	06/09/2009	EMPLOYMENT ADVERTISING	63742	091318 12/2009 60.50
101-1130-412.28-07	06/09/2009	EMPLOYMENT ADVERTISING	63744	091318 12/2009 59.40
101-1130-412.28-07	06/09/2009	EMPLOYMENT ADS	913007	091318 12/2009 193.80
101-1920-419.30-01	06/02/2009	BINDING COMBS	476803356-001	091327 12/2009 36.67
101-6030-453.30-01	06/03/2009	TONER/INK-SENIOR CTR	476905004-001	091327 12/2009 216.38
101-1010-411.28-04	06/08/2009	CREDIT-CANCLD RESERVATION	7612406	091327 12/2009 14.10-
101-1010-411.28-04	06/08/2009	CREDIT-CANCLD RESERVATION	7612407	091327 12/2009 14.10-
101-1110-412.30-01	06/09/2009	HANGING FOLDERS	477420047-001	091327 12/2009 30.81
101-1110-412.30-01	06/11/2009	FILING SYSTEM NUMBERS	1830651	091327 12/2009 83.47
101-1110-412.30-02	06/15/2009	FLASH DRIVE	478208491-001	091327 12/2009 54.36
101-1010-411.29-04	06/15/2009	FRAMES FOR PROCLAMATIONS	478251555-001	091327 12/2009 42.55
101-1010-411.29-04	06/15/2009	FRAMES FOR PROCLAMATIONS	478251555-001	091327 12/2009 32.60
101-1010-411.30-02	06/15/2009	HEADPHONES FOR MINUTES	478251555-001	091327 12/2009 7.56
101-1110-412.29-04	06/16/2009	MATTE/FRAME PHOTO-RITTER,	043343	091327 12/2009 27.18
101-1010-411.28-04	06/17/2009	06/17/09 COUNCIL DINNER	6755060558127	091327 12/2009 110.07
101-1110-412.29-04	06/18/2009	ICE/GOING AWAY PARTY	06-18-2009	091327 12/2009 7.50
101-1130-412.28-07	06/02/2009	ACM EMPLOYMENT AD	20090602140924-	091325 12/2009 200.00
101-1130-412.28-07	06/23/2009	ACM EMPLOYMENT AD	914013	091325 12/2009 630.00
101-1910-519.20-06	06/01/2009	PLANTS/CIVIC CENTER PROJE	19364	091336 12/2009 888.18
101-1910-519.20-06	06/04/2009	CIVIC CTR IRRIGATION SUPP	1460179-A-1	091336 12/2009 458.96
101-5040-434.30-02	06/04/2009	TRASH PICKERS	1460287-A-1	091336 12/2009 228.38
101-6020-452.30-02	06/04/2009	VETS PARK CLEANING SUPPLI	25070	091336 12/2009 220.00
501-1921-419.28-01	06/08/2009	CAR WASH	013635	091336 12/2009 13.50
101-1910-419.30-02	06/08/2009	US/CA FLAGS	37151	091336 12/2009 152.85
101-6020-452.30-02	06/08/2009	US/CA FLAGS	37151	091336 12/2009 152.85
101-5010-431.21-23	06/10/2009	V TOP TUBE/CONES	060749-00	091336 12/2009 686.25
101-6020-452.30-02	06/10/2009	V TOP TUBE/CONES	060749-00	091336 12/2009 300.00
101-6020-452.28-01	06/24/2009	PLAYGROUND HARDWARE	1400132501	091336 12/2009 987.51

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
101-5020-432.30-01	06/01/2009	MISC OFFICE SUPPLIES	476521500-001	091353 12/2009 146.68
101-5020-432.30-01	06/01/2009	OFFICE SUPPLIES	476579332-001	091353 12/2009 90.83
101-5020-432.30-01	06/01/2009	STAPLER	476579813-001	091353 12/2009 7.93
101-5020-432.30-01	06/02/2009	TLG LIVEWELL-ERROR CHARGE	06-02-2009	091353 12/2009 38.99
101-5020-432.29-02	06/08/2009	PW RETREAT-CAKE	076080	091353 12/2009 49.99
101-5020-432.29-02	06/10/2009	DRINKS/SUPPLIES - RETREAT	033501	091353 12/2009 28.99
101-5020-432.29-02	06/10/2009	FOOD-PW RETREAT	042656	091353 12/2009 17.15
101-5020-432.29-02	06/11/2009	PARTY TRAY-PW RETREAT	6755060184116	091353 12/2009 64.99
101-0000-209.01-03	05/28/2009	EMP COMP LOAN-WEAVER,C	47340381	12/2009 1,011.41
101-0000-209.01-03	05/28/2009	EMP COMP LOAN-MARTINEZ,H	758809325	12/2009 616.70
101-0000-209.01-03	06/08/2009	EMP COMP LOAN-MOELLER, A	770899296/5	12/2009 2,395.46
101-3060-426.21-04	05/23/2009	DIRECT TV EOC CONNECTION	05-23-2009	091364 12/2009 36.99
101-3020-422.21-02	05/29/2009	MCLEAN FAMILY CARD	1877	091364 12/2009 4.67
101-3020-422.30-01	06/02/2009	FOLDERS/PHONE CORD	3255	091364 12/2009 300.82
101-3020-422.30-02	03/25/2009	PHARMACEUTICAL SERVICE	16008	091364 12/2009 36.50
101-3020-422.30-02	03/25/2009	PHARMACEUTICAL SERVICE	16010	091364 12/2009 16.96
08/07/2009	69320	UNITED WAY OF SAN DIEGO COUNTY	1483	70.00
101-0000-209.01-09	08/06/2009	PR AP PPE 7/30/09	20090806	02/2010 70.00
08/07/2009	69321	VICKY'S HAIR SALON	1	984.09
408-1920-519.20-06	08/07/2009	SELF MOVING CLAIM 2ND PYM	07-30-2009	02/2010 984.09
DATE RANGE TOTAL *				612,738.35 *



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER

MEETING DATE: AUGUST 19, 2009
ORIGINATING DEPT.: JACQUELINE M. HALD, CITY CLERK *JMH*

SUBJECT: RESOLUTION NO. 2009-6795 – APPROVING AN AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR FINANCIAL ASSISTANCE FOR THE 2009 ANNUAL CONCERT EVENT AND RESOLUTION NO. 2009-6796 – PROFESSIONAL SERVICES AGREEMENT WITH MME EVENT PRODUCTIONS, INC. (MME) FOR PLANNING OF 2009 ANNUAL CONCERT EVENT

BACKGROUND:

Through the Port of San Diego’s Financial Assistance Program, the Port of San Diego gives back to the community and supports the many activities and organizations that make San Diego Bay vibrant and thriving. The goal of the Financial Assistance Program is to provide funding to organizations that promote recreation, commerce, navigation and fisheries along the tidelands of San Diego Bay and the five member cities.

On November 5, 2008, the City Council of the City of Imperial Beach authorized the City Manager to execute an application for the 2009-2010 Port of San Diego Financial Assistance Program in the amount of \$30,000 for the City’s 2009 Annual Concert event. The Port had contributed \$30,000 annually towards the annual concert event; however, due to the poor economy, the Port Financial Advisory Assistance Committee recommended to the Port Commissioners an amount of \$15,000 for this year’s concert. On May 5, 2009, the San Diego Unified Port District Board approved funding in the amount of \$15,000.

DISCUSSION:

In order to receive the approved funding for the 2009 Annual Concert event, it is necessary to execute and submit the attached agreement between the San Diego Unified Port District and the City of Imperial Beach.

In preparing for this year’s concert event, a professional event coordinator is needed to plan and execute the City’s annual concert event. With a proven track record in event planning, staff recommends MME Event Productions, Inc. for planning and coordination of this year’s concert event.

FISCAL ANALYSIS:

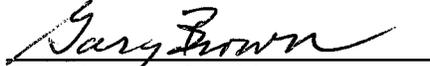
The majority of the funding for this event is being provided by the Port of San Diego through their Financial Assistance Program. This assistance will be supplemented by donations solicited from local businesses, which to date is approximately \$3,600. Funding needed for advertising and incidental expenses is available in the Fiscal Year 2009-2010 Non-Departmental Budget.

DEPARTMENT RECOMMENDATION:

1. Adopt Resolution No. 2009-6795 authorizing the City Manager to execute an agreement with the San Diego Unified Port District for financial assistance in the amount of \$15,000 for the 2009 Annual Concert.
2. Adopt Resolution No. 2009-6796 authorizing the City Manager to negotiate and execute an agreement for professional services between the City of Imperial Beach and MME Event Productions, Inc. for an amount not to exceed \$18,120.00, plus certain incidental expenses, with prior authorization from the City Manager or his designee.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2009-6795
2. Resolution No. 2009-6796
3. Agreement with Port of San Diego
4. Agreement with MME Event Productions, Inc.

RESOLUTION NO. 2009-6795

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING AN AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR FUNDING ASSISTANCE FOR THE 2009 ANNUAL CONCERT EVENT

WHEREAS, on November 5, 2008, the City Council of the City of Imperial Beach authorized the City Manager to execute an application for funding assistance from the Port of San Diego in the amount of \$30,000; and

WHEREAS, on May 5, 2009, the Board of Port Commissioners approved funding in the amount of \$15,000; and

WHEREAS, in order to receive the approved funding for the 2009 Annual Concert event, it is necessary to execute and submit an agreement between the San Diego Unified Port District and the City of Imperial Beach.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that:

1. The City Manager is authorized to execute an agreement with the San Diego Unified Port District for financial assistance in the amount of \$15,000 for the 2009 Annual Concert.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of August 2009, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

RESOLUTION NO. 2009-6796

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MME EVENT PRODUCTIONS, INC. (MME) FOR PLANNING OF CITY'S ANNUAL CONCERT EVENT

WHEREAS, on November 5, 2008, the City Council of the City of Imperial Beach authorized the City Manager to execute an application for funding assistance from the Port of San Diego in the amount of \$30,000; and

WHEREAS, on May 5, 2008, the Board of Port Commissioners approved funding in the amount of \$15,000; and

WHEREAS, a professional event coordinator is needed to plan and execute the City's annual concert event; and

WHEREAS, with a proven track record in event planning, MME Event Productions, Inc. is recommended for planning and coordination of this year's concert event;

WHEREAS, funding for this event is being provided by the Port of San Diego through their financial assistance program;

WHEREAS, financial assistance will be supplemented by donations to be solicited from local businesses, which to date is \$3,500; and

WHEREAS, funding needed for advertising and incidental expenses is available in the Fiscal Year 2009-2010 Non-Departmental budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that:

1. The City Manager is authorized to negotiate and execute an agreement for professional services between the City of Imperial Beach and MME Event Productions, Inc. for an amount not to exceed \$18,120, plus certain incidental expenses, with prior written authorization from the City Manager or his designee; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of August 2009, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CITY OF IMPERIAL BEACH
for
ANNUAL CONCERT EVENT
AGREEMENT NO. 67-2009**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, herein called "District" and the CITY OF IMPERIAL BEACH, a municipal corporation, herein called "City." Both parties agree to the following:

Recitals:

District and City desire to enter into an agreement for promotional services at the Annual Concert event at Pier Plaza, Imperial Beach, CA.

1. **SCOPE OF SERVICES:** City shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services as requested by District. City shall keep the Executive Director of the District or his designated representative informed of the progress of said services at all times.

2. **TERM OF AGREEMENT:** This Agreement shall commence on August 15, 2009 and shall terminate on December 31, 2009, subject to earlier termination as provided below.

3. **COMPENSATION:** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing; District shall compensate City based on the following, subject to the limitation of the maximum expenditure provided herein:
 - 3.1 **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$15,000. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for

herein. City shall not be required to perform further services after compensation has been expended. In the event that the City anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

3.2 Payment Procedure. For work performed on an hourly basis, City agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If City finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, City shall nevertheless, bill at the lower rate.

3.3 Progress Documentation. At the District's request, City shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. RECORDS: In accordance with generally accepted accounting principles, City shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.

Such records shall be maintained by City for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes,

appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

City understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which City or anyone else associated with the work has prepared or which relate to the work which City is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. City shall provide District at City's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the City's office or facilities, which are engaged in the performance of services pursuant to this Agreement. City shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. City's failure to provide the records within the time requested shall preclude City from receiving any compensation due under this Agreement until such documents are provided.

- 5. CITY'S SUB-CONTRACTORS:** It may be necessary for City to sub-contract for the performance of certain technical services or other services for City to perform and complete the required services; provided, however, all City's sub-contractors shall be subject to prior written approval by District. The City shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by City or City's sub-contractors. City shall compensate each City's sub-contractors in the time periods required by law. Any City's sub-contractors employed by City shall be independent Citys and not agents of District. City shall insure that City's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

City shall also include a clause in its Agreements with City's sub-contractors which reserves the right, during the performance of this Agreement and for a

period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require City's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE:** In performance of this Agreement, City and City's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. City shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

City shall comply with all Federal and State laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS:** City shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, City shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.
8. **ASSIGNMENT:** This is a personal services Agreement between the parties and City shall not assign or transfer voluntarily or involuntarily any of its rights, duties,

or obligations under this Agreement without the express written consent of Executive Director (President/CEO) of District in each instance.

9. INDEMNIFY, DEFEND, HOLD HARMLESS:

9.1 Duty to Indemnify, duty to defend and hold harmless: To the fullest extent provided by law, City agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including City's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by City as provided for in this Agreement, or failure to act by City, its officers, agents, subcontractors and employees. The City's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

9.2 The City further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.1, requires that City pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the City provided for in this Agreement.

9.3 The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of City provided for in this Agreement, City agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. INSURANCE REQUIREMENTS: City shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

10.1 Commercial General Liability (including, without limitation, Contractual Liability, Personal and Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001 with limits no less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.

A. The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.

B. The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance).

C. The coverage provided to the District, as an additional insured, shall be primary.

10.2 Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than two million dollars (\$2,000,000) per accident for bodily injury and property damage.

10.3 Worker's Compensation in statutory required limits and Employer's Liability in an amount of not less than one million dollars (\$1,000,000) per

accident for bodily injury or disease. This policy shall be endorsed to include a waiver of subrogation endorsement.

City shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in the form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such certificates shall indicate that the insurer must notify District in writing at least 30 days in advance of any change in, or cancellation of, coverage. City shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the fact of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on City or City's sub-contractors or any tier of City's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

- 11. ACCURACY OF SERVICES:** City shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not

be responsible for discovering deficiencies therein. City shall correct such deficiencies without additional compensation. Furthermore, City expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. City shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the City or its agents, employees, or subcontractors.

- 12. INDEPENDENT CONTRACTOR:** City and any agent or employee of City shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the City's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the City. City shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. City acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. City disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
- 13. ADVICE OF COUNSEL:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
- 14. INDEPENDENT REVIEW:** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own

judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

- 15. INTEGRATION AND MODIFICATION:** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
- 16. OWNERSHIP OF RECORDS:** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by City, if any, pursuant to this Agreement, shall be the property of District from the moment of their preparation and the City shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, City shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by City pursuant to this Agreement (including any duplicate copies kept by the City) shall not be shown to any other public or private person or entity, except as authorized by District. City shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.

- 17. TERMINATION:** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to City of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by City to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by City other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.
- 18. DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator

or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

- 19. PAYMENT BY DISTRICT:** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the City, made an exhaustive inspection to check the quality or quantity of the services performed by the City, made an examination to ascertain how or for what purpose the City has used money previously paid on account by the District, or constitute a waiver of claims against the City by the District. The District may in its sole discretion withhold payments or seek reimbursement from the City for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the City. Upon five (5) day written notice to the City, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the City to pay the same; and the amount due the City under this Agreement or the whole or so much of the money due or to become due to the City under this Agreement as may be considered reasonably necessary by the District shall be

retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the City at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the City. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the City.

20. CAPTIONS: The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

21. EXECUTIVE DIRECTOR'S SIGNATURE: It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the City.

21.1 Submit all correspondence, including invoices, regarding this Agreement, including Insurance Certificates and Endorsements to:

Jim Hutzelman, Assistant Director
 Communications & Community Services
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 Tel. (619) 686-6564
 Fax (619) 696-6373
 Email: jhutzelm@portofsandiego.org

21.2 The City's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Gary Brown, City Manager
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, CA 91932
Tel. (619) 423-8303/
Fax (619) 628-1395
Email: ibcmanager@cityofib.org

21.3 Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

CITY OF IMPERIAL BEACH

Ron Powell, Director
Communications & Community Services

Gary Brown, City Manager
City of Imperial Beach

PORT ATTORNEY

CITY ATTORNEY

ATTEST:

Jacqueline Hald, City Clerk

**ATTACHMENT A
SCOPE OF SERVICES**

San Diego Unified Port District

City - through its program or event – will promote District and/or commerce, navigation, recreation, fisheries and tenant businesses on the District tidelands. This will be accomplished in the following manner:

- Conduct the Annual Concert Event at Pier Plaza on September 12, 2009
- Recognize District as a sponsor of the Annual Concert Event through:
 - An article that includes District logo in the City of Imperial Beach newsletter
 - Mention in the City of Imperial Beach newsletter and website as well as on calendar releases, event releases, media advisory and post-event stories that are sent to the media promoting the event
 - Logo display on event posters displayed throughout Imperial Beach and other areas of the South Bay
 - Logo display and mention on a banner at the Dempsey Holder Safety Center, Veteran's Park and Triangle Park

**ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District**

I. COMPENSATION:

For the satisfactory performance and completion of the services under this Agreement, District shall pay City compensation as set forth hereunder.

City shall be compensated and reimbursed by District on the basis of invoices submitted.

Each invoice shall include:

- Date work performed;
- Description of the work performed;

II. INVOICING:

- A. **Payment Documentation.** As a prerequisite to payment for services, City shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records and receipts as required.

City shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:

- 1) Agreement No. 67-2009
- 2) The following certification phrase, with printed name, title and signature of City's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."

- 3) Dates of service provided
- 4) Date of invoice
- 5) A unique invoice number

District shall, at its discretion, return to City, without payment, any invoice, which has been submitted without the above information and certification phrase.

- B. Invoices shall be mailed to the attention of: Jim Hutzelman, Communications & Community Services, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.

- C. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by City for the Services. Any overpayment discovered in such an audit may be charged against the City's future invoices and any retention funds.
- D. City shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to City within thirty (30) days after receipt by District of a proper invoice.
- E. City shall indicate on last invoice submitted for payment: FINAL INVOICE.

**EXHIBIT A
CERTIFICATE OF INSURANCE
San Diego Unified Port District**

ATTACHMENT 3

ONLY THIS CERTIFICATE OF INSURANCE WILL BE ACCEPTED

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's Agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage noted on page 2 of this certificate.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

**Return this form to: San Diego Unified Port District
Attn: Audit, Risk Management & Safety
P. O. Box 120488, San Diego, CA 92112-0488
FAX: 866-875-1993**

Name and Address of Insured (Contractor or Vendor)		SDUPD Agreement Number _____ This certificate applies to all operations of named insureds property in connection with all Agreements between the District and Insured.		
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$ _____
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE			BEST'S RATING
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or Better unless Approved in Writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)		E-Mail Address:		
		Phone:	Fax Number:	
		Signature of Authorized Agent(s) or Broker(s)		
		Date:		

**SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT**

ATTACHMENT 3

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written Agreements, contracts and leases with the San Diego Unified Port District and/or any and all activities or work performed on district premises		

All written Agreements, contracts, and leases with the San Diego Unified Port District and/or any and all activities or work performed on District owned premises.

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
4. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation, change in coverage, reduction of limits or non-renewal. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, Agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

**MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION,
LIMIT REDUCTIONS, AND CHANGES IN COVERAGE TO:**

San Diego Unified Port District
Audit, Risk Management & Safety
P.O. Box 120488
San Diego, CA 92112-0488

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF IMPERIAL BEACH AND
MME EVENT PRODUCTIONS, INC.**

THIS professional services agreement ("AGREEMENT") is made and entered into this ____ day of _____, 2009 by and between the CITY OF IMPERIAL BEACH, a municipal corporation ("CITY"), and MME Event Productions, Inc. ("CONSULTANT") (collectively "PARTIES").

WHEREAS, The CITY desires to employ a CONSULTANT to furnish event planning and coordination services ("PROFESSIONAL SERVICES") for the City's Annual Concert Event ("PROJECT"); and

WHEREAS, The CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

NOW, THEREFORE, the PARTIES hereto mutually covenant and agree with each other as follows:

1. PROFESSIONAL SERVICES.

1.1. Scope of Services. The Consultant shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A", at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.

1.2. Project Coordinator. The City Clerk is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Jacqueline M. Hald is hereby designated as the Project Director for CONSULTANT.

1.3. City Modification of Scope of Services. CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT'S cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT'S compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

2.1 Term, Time for Performance. This AGREEMENT shall commence _____ day of _____, 2009 and continue until completion of the Scope of Services. The time for performance of the Scope of Services is set forth in the Time Schedule, attached as Exhibit "B". Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified in this AGREEMENT.

2.2 Delay. Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.

2.3 City's Right to Terminate for Default. Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.4 City's Right to Terminate without Cause. Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, within 10 days written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

3.1. Total Amount. The total cost for all work described in the Scope of Services shall not exceed **\$18,120.00** without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.

3.2. Additional Services. CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.

4. INDEPENDENT CONTRACTOR. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being

concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. STATEMENT OF EXPERIENCE. CONSULTANT agrees that it has the financial resources, service experience, completion ability, personnel, and experience in dealing with public agencies necessary for performing the Scope of Services and that such performance shall be in accordance with the standards customarily adhered to by an experienced and competent professional event planning firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. By executing this AGREEMENT, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the AGREEMENT in a manner satisfactory to CITY.

6. AUDIT OF RECORDS.

6.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.

6.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

6.3. CITY reserves the right during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a San Diego Port District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require CONSULTANT to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

7. CONFIDENTIALITY. All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior

written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT or (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.

8. CONFLICTS OF INTEREST.

8.1. CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code § 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

8.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.

9. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT shall be considered the property of CITY. CONSULTANT shall be permitted to reference and use said materials for use in future studies, work, and marketing so long as said materials are considered "public documents" and are not subject to attorney-client privilege, or the subject of pending closed or executive session discussions.

10. INSURANCE

10.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's

rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

10.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice (ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

10.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

10.3.1. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$1,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

10.3.2. Commercial Automobile Liability. For all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

10.3.3. Workers' Compensation. For all of the CONSULTANT's employees, if any, who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

10.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10.5. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

10.5.1. The CITY, including its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's Additional Insured status must be reflected on additional insured endorsement form which shall be submitted to the CITY.

10.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

10.6. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 5. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

11. INDEMNIFICATION. CONSULTANT agrees to indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee arising out of the Scope of Services (Exhibit A) of this AGREEMENT under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

12. SUBCONTRACTORS.

12.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.

12.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and

for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT and provide copies of said policies to the CITY prior to the commencement of work by each subcontractor. Notwithstanding the foregoing, the CITY may agree, in its sole discretion, to the Release, Waiver and Indemnity Agreement, a copy of which is attached as Exhibit B, by a subcontractor in lieu of the subcontractor obtaining and providing insurance as required by this Subsection 12.2.

12.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 11 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

13. NON-DISCRIMINATION. CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

14. NOTICES. All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted below.

Jacqueline M. Hald, City Clerk
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Don Brennan, President
MME Event Productions, Inc.
PO Box 900851
San Diego, CA 92190

15. ASSIGNABILITY. This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

16. RESPONSIBILITY FOR EQUIPMENT. CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or

failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

17. CALIFORNIA LAW; VENUE. This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

18. COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT.

19. ENTIRE AGREEMENT. This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

20. NO WAIVER. No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

21. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

22. DRAFTING AMBIGUITIES. The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

23. CONFLICTS BETWEEN TERMS. If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of

this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

24. EXHIBITS INCORPORATED. All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

25. SIGNING AUTHORITY. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

(Signatures follow on next page)

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY of IMPERIAL BEACH,
a municipal corporation

MME EVENT PRODUCTIONS, INC.

Gary Brown, City Manager

By: _____
Don Brennan, President

ATTEST:

Jacqueline Hald, City Clerk

APPROVED AS TO CONTENT:

Jacqueline M. Hald, City Clerk

APPROVED AS TO FORM:

James P. Lough, City Attorney

MME Event Productions, Inc.
General Professional Services Agreement
Annual Concert Event 2009

EXHIBIT "A"
SCOPE OF SERVICES

Plan, coordinate and execute the City of Imperial Beach 2009 Annual Concert event.

**THIS IS A FULL AND FINAL RELEASE
READ CAREFULLY BEFORE SIGNING**

RELEASE, WAIVER AND INDEMNITY AGREEMENT

I, _____ of MME Events ("Contractor"), being of lawful age, as inducement for and in consideration of the agreement by The City of Imperial Beach ("CITY") that I be granted permission to enter upon CITY's property, located at _____, California, (hereinafter referred to as the "Premises") for the purpose of production services or other related services on _____, 2009, on the Premises for the _____ ("the Event"), hereby agree to **RELEASE, WAIVE AND FOREVER DISCHARGE** CITY, its directors, officers, employees and agents (collectively "the Releasees") from all liability to me for any and all loss, property damage and/or personal injury, including death, directly or indirectly resulting from, in connection with or arising out of my participation in the Event and/or my presence on the Premises.

I hereby **COVENANT NOT TO SUE** and fully and forever release and discharge the Releasees from any and all claims, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from, in connection with or arising out of my participation in the Event and/or my presence on the Premises.

I acknowledge that participation in the Event and/or being present on the Premises presents the possibility of known and unknown risks, including without limitation, the risk of personal injury, death and/or damage to or loss of real or personal property, and I hereby **PERSONALLY, VOLUNTARILY, AND EXPRESSLY ASSUME ALL RISKS AND TAKE FULL RESPONSIBILITY FOR ALL** such personal injury, death and/or damage to or loss of property from any cause whatsoever.

I hereby acknowledge and agree that I am employed by Contractor and not by CITY, and I am therefore not entitled to any compensation from CITY or to participate in any of CITY's employee benefit plans, including without limitation pension, profit sharing, retirement, deferred compensation, insurance of all kinds, 401(k), disability, bonus, vacation, severance, and other similar plans. I hereby waive any rights I may have under any such plans maintained by CITY. I also understand and agree that if I am injured during my performance of services, any claim for worker's compensation benefits shall be made to Contractor and not CITY.

I hereby certify that I hold a valid personal health insurance policy sufficient in amount to cover any and all circumstances that may arise from my performance of the services.

I agree to abide by all federal, state and local law, rules and regulations, if any, governing the performance of my services.

I agree to **INDEMNIFY, DEFEND AND HOLD THE RELEASEES HARMLESS** from and against any and all demands, claims, lawsuits, causes of action, fines, damages (including consequential damages), liabilities, losses, costs, judgments or expenses (including, without limitation, **reasonable attorneys' fees**) of any nature whatsoever and from any cause whatsoever, whether the same be known or unknown, that I may have or assert or incur, as a result of or in any way connected with my participation in the Event and/or my presence on the Premises.

This Release, Waiver and Indemnity Agreement ("Release") is intended to be as broad and inclusive as permitted by law, and if any provision hereof is held invalid, the balance shall continue in full legal force and effect. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same economic purposes and intention of the invalid provision. This Release shall be interpreted in accordance with the laws of the State of California. I agree that any dispute regarding the enforceability of this Release shall be filed in the courts of the State of California, and shall not be transferred to any other state.

This Release is not intended to release the Releasees from any conditions or activities that, as a matter of law, cannot be avoided, waived or released and no provision of this Release should be interpreted as such.

This Release shall be binding on my personal representatives, family members, heirs, next of kin, executors, administrators, assigns, beneficiaries and employer.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE ABOVE
RELEASE. I UNDERSTAND THAT I AM WAIVING SUBSTANTIAL RIGHTS BY
VOLUNTARILY SIGNING THIS DOCUMENT.**

DATE: _____

SIGNATURE

PRINTED NAME

AGE: _____

ADDRESS & PHONE

DATE: _____

WITNESS

PRINTED WITNESS NAME



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: August 19, 2009
ORIGINATING DEPT.: City Manager

SUBJECT: ADOPT RESOLUTION NO. 2009-6791 APPROVING THE FY 2009-10 and FY 2010-11 SALARY AND COMPENSATION PLAN FOR CERTAIN EMPLOYEE GROUPS AND RECOGNIZING THOSE CLASSIFICATIONS REPRESENTED BY THE SEIU FOR FY 2009-10 & FY 2010-11

BACKGROUND:

As part of the process to implement the new Memorandum of Understanding (MOU) with the Service Employees International Union (SEIU), staff has updated the Salary and Compensation Plan for FY 2009-10 & FY 2010-11 for City Council's approval. In addition, staff is requesting that the Council approve an updated listing of those employee classes represented by SEIU.

DISCUSSION:

There is no cost of living adjustments negotiated for the two-year period of July 1, 2009 – June 30, 2011. The only changes to the Salary and Compensation Plan are titles of positions and effective date of the Plan. The Salary and Compensation Plan, attached as Exhibit "E", contains three sections that memorialize: 1) Position Classifications; 2) Salary Ranges; and 3) Employee Benefit summaries by group.

The adopted Salary and Compensation Plan for FY 2009-10 and 2010-11 will be used to continue the current compensation schedule and approved benefit increases negotiated with SEIU as presented to the City Council tonight. In addition, attached as Exhibit "D", is an updated listing of those positions represented by SEIU for Council's approval.

ENVIRONMENTAL IMPACT:

Not a project as defined by CEQA.

FISCAL IMPACT:

There are no on-going salary-related expenses beyond FY 2011. The current budget was presented as a status quo budget. The City will adjust the department budgets to reflect costs associated with the agreement with SEIU and for costs associated with providing stipends and benefits to the unrepresented groups.

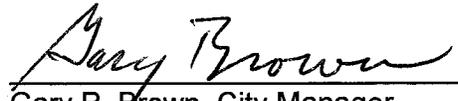
Stipend and benefit increases will cost approximately \$94,240 in FY 2009-10 and \$112,240 in FY 2010-11 and are not currently budgeted in the existing budget.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2009-6791 approving FY 2009-10 & FY 2010-11 Salary and Compensation Plan for certain employee groups and recognizing those classifications represented by the SEIU.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary R. Brown, City Manager

Attachments:

1. Resolution 2009-6791 approving FY 2009-10 & FY 2010-11 Salary and Compensation Plan for certain employee groups and recognizing those classifications represented by SEIU
2. Exhibit "D" SEIU Local 221 Miscellaneous Service Recognized Classifications
3. Exhibit "E" Imperial Beach Salary and Compensation Plan effective July 1, 2009

RESOLUTION NO. 2009-6791

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE FY 2009-10 AND FY 2010-11 SALARY AND COMPENSATION PLAN FOR CERTAIN EMPLOYEE GROUPS AND RECOGNIZING THOSE CLASSIFICATIONS REPRESENTED BY THE SEIU FOR FY 2009-10 & FY 2010-11

WHEREAS, as part of the process to implement the new Memorandum of Understanding (MOU) with the Service Employees International Union (SEIU); and

WHEREAS, staff has updated the Salary and Compensation Plan for FY 2009-10 & FY 2010-11; and

WHEREAS, staff is requesting that Council approve an updated listing of those employee classes represented by SEIU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. The FY 2009-10 and FY 2010-11 City of Imperial Beach and SEIU Local 221 Recognized Represented Classifications attached hereto as Exhibit "D" is adopted by the City Council of the City of Imperial Beach, and is retroactive to July 1, 2009.
2. The FY 2009-10 and FY 2010-11 Salary and Compensation Plan attached hereto as Exhibit "E" is adopted by the City Council of the City of Imperial Beach in accordance with approved labor contract, and is retroactive to July 1, 2009.
3. The City Manager is empowered, authorized, and instructed to place the present classifications in the appropriate step of the established standard salary rate in accordance with length of service and meritorious service.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of August 2009, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

Exhibit "D"

FY 09-11

(SEIU) LOCAL 221 MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS
(Permanent/Full-Time; Permanent/Part-Time/Part-Time/Temporary/Seasonal)

ADMINISTRATIVE, CLERICAL AND FISCAL GROUP

1. Administrative Assistant (CIP)
2. Administrative Secretary I
3. Administrative Secretary II (not including Adm. Sec. II for City Manager)
4. Account Clerk/Technician
5. Administrative Intern (CDD)
6. Administrative Intern (GIS)
7. Building/Code Compliance Specialist
8. Clerk Typist
9. Copier Clerk
10. Craft Instructor
11. Customer Service Specialist
12. Human Resources Technician
13. Junior Clerk Typist
14. Office Specialist
15. Senior Account Technician

MAINTENANCE GROUP

1. Beach Maintenance Worker (P/T)
2. Custodian
3. Graffiti Program Coordinator
4. Heavy Equipment Operator
5. Maintenance Worker II (Sewer, Street, Landscape, Tidelands)
6. Maintenance Worker I (Sewer, Street, Landscape, Tidelands)
7. Maintenance Worker (Sewer, Street, Landscape, Tidelands)
8. Mechanic II
9. Mechanic I
10. Mechanic Helper

PROFESSIONAL, SERVICE, AND TECHNICAL GROUP

1. Assistant Planner
2. Assistant Project Manager
3. Associate Planner
4. Building/Housing Inspector II
5. Building/Housing Inspector I
6. Building and Planning Technician
7. Capital Improvement Program Manager
8. Code Compliance Officer
9. Environmental Program Specialist
10. Fire Safety Inspector II
11. Network Systems Technician
12. Program Coordinator (Seniors)
13. Program Aide (Seniors)

FY 09-11

(SEIU) LOCAL 221 MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS
(Permanent/Full-Time; Permanent/Part-Time/Part-Time/Temporary/Seasonal)

14. Project Management Technician
15. Public Works Inspector
16. Recreation Leader
17. Recreation Program Coordinator
18. Recreation Program Aide
19. Residential Fire/Safety Inspector

PUBLIC SAFETY GROUP

1. Beach Lifeguard II (Part-Time & Full-Time)
2. Beach Lifeguard I (Part-Time & Full-Time)

SUPERVISORY GROUP

1. Beach Lifeguard Lieutenant
2. Beach Lifeguard Sergeant
3. Grounds & Facilities Supervisor
4. Fleet Supervisor
5. Sewer Supervisor
6. Street Supervisor
7. Tidelands Supervisor

Exhibit "E"



City of Imperial Beach

**FY 2009-11
SALARY & COMPENSATION PLAN
Sections I - III**

Effective July 1, 2009

Adopted August 19, 2009 by Resolution No. 2009-6791

City of Imperial Beach

SECTION 1
POSITION CLASSIFICATIONS
AND MONTHLY COMPENSATION SCHEDULE

FY 2009-11

CITY OF IMPERIAL BEACH
POSITION CLASSIFICATIONS AND MONTHLY COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2009 - JUNE 30, 2011

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
5010	ACCOUNT/CLERK TECHNICIAN	32	2,569	3,278
5015	ADMINISTRATIVE ASSISTANT (CIP)	41	3,063	3,909
5020	ADMINISTRATIVE INTERN	29	2,335	2,982
5025	ADMINISTRATIVE INTERN-GIS	29	2,335	2,982
5030	ADMINISTRATIVE SECRETARY I	39	2,949	3,764
5040	ADMINISTRATIVE SECRETARY II	43	3,185	4,064
5050	ASSISTANT PLANNER	46	3,382	4,316
5065	ASSISTANT PROJECT MANAGER	52	3,916	4,998
5060	ASSOCIATE PLANNER	52	3,916	4,998
8010	BEACH LIFEGUARD I	30	2,427	3,098
8020	BEACH LIFEGUARD II	37	2,809	3,585
8030	BEACH LIFEGUARD LIEUTENANT	50	3,821	4,876
8040	BEACH LIFEGUARD SERGEANT	49	3,649	4,659
9010	BEACH MAINTENANCE WORKER	18	1,747	2,231
5068	BUILDING/CODE COMPLIANCE SPECIALIST	32	2,569	3,278
5070	BUILDING & PLANNING TECHNICIAN	42	3,100	3,958
5080	BUILDING/HOUSING INSPECTOR I	51	3,858	4,925
5090	BUILDING/HOUSING INSPECTOR II	55	4,240	5,411
9015	CAPITAL IMPROVEMENT PROGRAM MANAGER	56	4,346	5,547
6010	CLERK TYPIST	29	2,335	2,982
6020	CODE COMPLIANCE OFFICER	48	3,560	4,545
6030	COPIER CLERK	9	1,416	1,808
6040	CRAFT INSTRUCTOR	9	1,416	1,808
9020	CUSTODIAN	24	2,051	2,618
6050	CUSTOMER SERVICE SPECIALIST	41	3,063	3,909
4010	DEPUTY CITY CLERK (Records Technician)	43	3,185	4,064
9000	ENVIRONMENTAL PROGRAM SPECIALIST	46	3,382	4,316
4020	FINANCIAL SERVICES ASSISTANT	48	3,560	4,545
6065	FIRE SAFETY INSPECTOR II	55	4,240	5,411
6060	FIRE SAFETY INSPECTOR II (PT)	64	5,216	6,657
9030	FLEET SUPERVISOR	52	3,916	4,998
9040	GRAFFITI PROGRAM COORDINATOR	44	3,258	4,159
9050	GROUNDS & FACILITIES SUPERVISOR	56	4,346	5,547
9060	HEAVY EQUIPMENT OPERATOR	41	3,063	3,909
6067	HUMAN RESOURCES TECHNICIAN	41	3,063	3,909
6070	JUNIOR CLERK TYPIST	19	1,796	2,293
9070	MAINTENANCE WORKER	33	2,615	3,339
9080	MAINTENANCE WORKER I	36	2,776	3,544
9090	MAINTENANCE WORKER II	41	3,063	3,909
11110	MECHANIC HELPER	15	1,618	2,064
11120	MECHANIC I	40	2,983	3,808
11130	MECHANIC II	45	3,287	4,196
6073	NETWORK SYSTEMS TECHNICIAN	38	2,901	3,701
6075	OFFICE SPECIALIST	29	2,335	2,982
4030	PERSONNEL SERVICES ASSISTANT	51	3,858	4,925
11140	PIER/BEACH MAINTENANCE WORKER	32	2,569	3,278
6080	PROGRAM AIDE	10	1,451	1,852
11153	PUBLIC WORKS INSPECTOR	50	3,821	4,876

**CITY OF IMPERIAL BEACH
CLASSIFICATION AND COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2009 - JUNE 30, 2011**

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
6090	PROGRAM COORDINATOR	30	2,427	3,098
11150	PROJECT MANAGER TECHNICIAN	45	3,287	4,196
7000	RECREATION LEADER	17	1,700	2,169
7010	RECREATION PROGRAM AIDE	10	1,451	1,852
7020	RECREATION PROGRAM COORDINATOR	34	2,642	3,372
7025	RESIDENTIAL FIRE/SAFETY INSPECTOR	39	2,949	3,764
7030	SENIOR ACCOUNT/CLERK TECHNICIAN	38	2,901	3,701
11155	SENIOR PUBLIC WORKS SUPERVISOR	64	5,216	6,657
11160	SEWER SUPERVISOR	50	3,821	4,876
11170	STREET SUPERVISOR	50	3,821	4,876
11180	TIDELANDS SUPERVISOR	50	3,821	4,876

<u>Job No.</u>	<u>Fire Department (sworn)</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
8080	FIREFIGHTER	6	3,769	4,811
8090	FIREFIGHTER/PARAMEDIC	FP6	4,195	5,354
8060	FIRE ENGINEER	7	4,195	5,354
8070	FIRE ENGINEER/PARAMEDIC	FP7	4,509	5,755
8050	FIRE CAPTAIN	8	4,964	6,336

<u>Job No.</u>	<u>Management and Mid-management</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
2020	ASSISTANT CITY MANAGER	BAND	5,807	10,452
6000	BUILDING OFFICIAL	BAND	5,757	8,496
2030	CITY CLERK	BAND	5,807	10,452
3010	CITY PLANNER	BAND	4,646	6,388
2040	COMMUNITY DEVELOPMENT DIRECTOR	BAND	5,807	10,452
3025	ENVIRONMENTAL PROGRAM MANAGER	BAND	4,646	6,388
2010	FINANCE DIRECTOR	BAND	5,807	10,452
3040	FINANCE SUPERVISOR	BAND	4,646	6,388
3050	LIFEGUARD CAPTAIN	BAND	4,646	6,388
3060	MANAGEMENT ANALYST	BAND	4,065	5,227
6071	NETWORK ADMINISTRATOR	BAND	4,646	6,388
2050	PUBLIC SAFETY DIRECTOR/FIRE CHIEF	BAND	5,807	10,452
2060	PUBLIC WORKS DIRECTOR	BAND	5,807	10,452
3070	PUBLIC WORKS SUPERINTENDENT	BAND	4,646	6,388
3080	REDEVELOPMENT COORDINATOR	BAND	5,757	7,347

<u>Job No.</u>	<u>Elected and City Manager</u>	<u>Range</u>	<u>Monthly Salary</u>
			1010
1020	CITY MANAGER	N/A	Contract
1030	MAYOR	N/A	1,100

City of Imperial Beach

SECTION 2
SALARY RANGES AND STEPS

FY 2009-11

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Fire and Miscellaneous Employee Groups
EFFECTIVE July 1, 2009 - June 30, 2011

SWORN FIRE EMPLOYEES

FIRE RANGE 06-40 HRS	06/01	06/02	06/03	06/04	06/05	06/06
Hourly	21.7460	22.8320	23.9740	25.1740	26.4320	27.7540
BI-WEEKLY	1739.68	1826.56	1917.92	2013.92	2114.56	2220.32
ANNUAL	45231.68	47490.56	49865.92	52361.92	54978.56	57728.32
FIRE RANGE 07-40 HRS	07/01	07/02	07/03	07/04	07/05	07/06
Hourly	24.2000	25.4100	26.6810	28.0150	29.4160	30.8870
BI-WEEKLY	1936.00	2032.80	2134.48	2241.20	2353.28	2470.96
ANNUAL	50336.00	52852.80	55496.48	58271.20	61185.28	64244.96
FIRE RANGE 08-40 HRS	8/01	8/02	8/03	8/04	8/05	8/06
Hourly	28.6410	30.0730	31.5760	33.1560	34.8130	36.5540
BI-WEEKLY	2291.28	2405.84	2526.08	2652.48	2785.04	2924.32
ANNUAL	59573.28	62551.84	65678.08	68964.48	72411.04	76032.32
FIRE RANGE 6P-40 HRS	06P/01	06P/02	06P/03	06P/04	06P/05	06P/06
Hourly	24.2030	25.4130	26.6840	28.0180	29.4190	30.8900
BI-WEEKLY	1936.24	2033.04	2134.72	2241.44	2353.52	2471.20
ANNUAL	50342.24	52859.04	55502.72	58277.44	61191.52	64251.20
FIRE RANGE 7P-40 HRS	07P/01	07P/02	07P/03	07P/04	07P/05	07P/06
Hourly	26.0160	27.3170	28.6820	30.1170	31.6220	33.2040
BI-WEEKLY	2081.28	2185.36	2294.56	2409.36	2529.76	2656.32
ANNUAL	54113.28	56819.36	59658.56	62643.36	65773.76	69064.32
FIRE RANGE F06-56 HRS	F06/01	F06/02	F06/03	F06/04	F06/05	F06/06
Hourly	15.5320	16.3100	17.1250	17.9810	18.8800	19.8240
BI-WEEKLY	1739.58	1826.72	1918.00	2013.87	2114.56	2220.29
ANNUAL	45229.18	47494.72	49868.00	52360.67	54978.56	57727.49
FIRE RANGE F07-56 HRS	F07/01	F07/02	F07/03	F07/04	F07/05	F07/06
Hourly	17.2860	18.1500	19.0580	20.0100	21.0120	22.0620
BI-WEEKLY	1936.03	2032.80	2134.50	2241.12	2353.34	2470.94
ANNUAL	50336.83	52852.80	55496.90	58269.12	61186.94	64244.54
FIRE RANGE F08-56 HRS	F08/01	F08/02	F08/03	F08/04	F08/05	F08/06
Hourly	20.4580	21.4800	22.5550	23.6820	24.8670	26.1100
BI-WEEKLY	2291.30	2405.76	2526.16	2652.38	2785.10	2924.32
ANNUAL	59573.70	62549.76	65680.16	68961.98	72412.70	76032.32
FIRE RANGE FP6-56 HRS	FP6/01	FP6/02	FP6/03	FP6/04	FP6/05	FP6/06
Hourly	17.2880	18.1520	19.0590	20.0130	21.0140	22.0640
BI-WEEKLY	1936.26	2033.02	2134.61	2241.46	2353.57	2471.17
ANNUAL	50342.66	52858.62	55499.81	58277.86	61192.77	64250.37
FIRE RANGE FP7-56 HRS	FP7/01	FP7/02	FP7/03	FP7/04	FP7/05	FP7/06
Hourly	18.5830	19.5120	20.4870	21.5120	22.5870	23.7160
BI-WEEKLY	2081.30	2185.34	2294.54	2409.34	2529.74	2656.19
ANNUAL	54113.70	56818.94	59658.14	62642.94	65773.34	69060.99

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Fire and Miscellaneous Employee Groups
EFFECTIVE July 1, 2009 - June 30, 2011

MISCELLANEOUS EMPLOYEES (Includes 3.5% increase as of July 1, 2008)

	09/01	09/02	09/03	09/04	09/05	09/06
RANGE 09						
Hourly	8.1680	8.5780	9.0110	9.4630	9.9370	10.4320
BI-WEEKLY	653.44	686.24	720.88	757.04	794.96	834.56
ANNUAL	16989.44	17842.24	18742.88	19683.04	20668.96	21698.56
RANGE 10						
Hourly	8.3690	8.7870	9.2270	9.6870	10.1740	10.6830
BI-WEEKLY	669.52	702.96	738.16	774.96	813.92	854.64
ANNUAL	17407.52	18276.96	19192.16	20148.96	21161.92	22220.64
RANGE 11						
Hourly	8.5780	9.0110	9.4630	9.9370	10.4320	10.9540
BI-WEEKLY	686.24	720.88	757.04	794.96	834.56	876.32
ANNUAL	17842.24	18742.88	19683.04	20668.96	21698.56	22784.32
RANGE 12						
Hourly	8.7940	9.2330	9.6940	10.1810	10.6900	11.2270
BI-WEEKLY	703.52	738.64	775.52	814.48	855.20	898.16
ANNUAL	18291.52	19204.64	20163.52	21176.48	22235.20	23352.16
RANGE 13						
Hourly	9.0180	9.4700	9.9440	10.4390	10.9620	11.5120
BI-WEEKLY	721.44	757.60	795.52	835.12	876.96	920.96
ANNUAL	18757.44	19697.60	20683.52	21713.12	22800.96	23944.96
RANGE 14						
Hourly	9.2410	9.7000	10.1890	10.6970	11.2340	11.7980
BI-WEEKLY	739.28	776.00	815.12	855.76	898.72	943.84
ANNUAL	19221.28	20176.00	21193.12	22249.76	23366.72	24539.84
RANGE 15						
Hourly	9.3350	9.7980	10.2860	10.8010	11.3450	11.9100
BI-WEEKLY	746.80	783.84	822.88	864.08	907.60	952.80
ANNUAL	19416.80	20379.84	21394.88	22466.08	23597.60	24772.80
RANGE 16						
Hourly	9.5680	10.0490	10.5510	11.0800	11.6380	12.2230
BI-WEEKLY	765.44	803.92	844.08	886.40	931.04	977.84
ANNUAL	19901.44	20901.92	21946.08	23046.40	24207.04	25423.84
RANGE 17						
Hourly	9.8050	10.2930	10.8090	11.3520	11.9160	12.5150
BI-WEEKLY	784.40	823.44	864.72	908.16	953.28	1001.20
ANNUAL	20394.40	21409.44	22482.72	23612.16	24785.28	26031.20
RANGE 18						
Hourly	10.0810	10.5850	11.1150	11.6730	12.2580	12.8710
BI-WEEKLY	806.48	846.80	889.20	933.84	980.64	1029.68
ANNUAL	20968.48	22016.80	23119.20	24279.84	25496.64	26771.68
RANGE 19						
Hourly	10.3640	10.8850	11.4290	12.0000	12.5990	13.2260
BI-WEEKLY	829.12	870.80	914.32	960.00	1007.92	1058.08
ANNUAL	21557.12	22640.80	23772.32	24960.00	26205.92	27510.08

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Fire and Miscellaneous Employee Groups
EFFECTIVE July 1, 2009 - June 30, 2011

RANGE 20	20/01	20/02	20/03	20/04	20/05	20/06
Hourly	10.6200	11.1500	11.7070	12.2930	12.9050	13.5540
BI-WEEKLY	849.60	892.00	936.56	983.44	1032.40	1084.32
ANNUAL	22089.60	23192.00	24350.56	25569.44	26842.40	28192.32
RANGE 21	21/01	21/02	21/03	21/04	21/05	21/06
Hourly	10.8850	11.4290	12.0000	12.5990	13.2260	13.8890
BI-WEEKLY	870.80	914.32	960.00	1007.92	1058.08	1111.12
ANNUAL	22640.80	23772.32	24960.00	26205.92	27510.08	28889.12
RANGE 22	22/01	22/02	22/03	22/04	22/05	22/06
Hourly	11.1570	11.7140	12.3000	12.9130	13.5610	14.2380
BI-WEEKLY	892.56	937.12	984.00	1033.04	1084.88	1139.04
ANNUAL	23206.56	24365.12	25584.00	26859.04	28206.88	29615.04
RANGE 23	23/01	23/02	23/03	23/04	23/05	23/06
Hourly	11.4360	12.0070	12.6060	13.2340	13.8960	14.5930
BI-WEEKLY	914.88	960.56	1008.48	1058.72	1111.68	1167.44
ANNUAL	23786.88	24974.56	26220.48	27526.72	28903.68	30353.44
RANGE 24	24/01	24/02	24/03	24/04	24/05	24/06
Hourly	11.8350	12.4250	13.0450	13.7000	14.3830	15.1010
BI-WEEKLY	946.80	994.00	1043.60	1096.00	1150.64	1208.08
ANNUAL	24616.80	25844.00	27133.60	28496.00	29916.64	31410.08
RANGE 25	25/01	25/02	25/03	25/04	25/05	25/06
Hourly	12.1320	12.7390	13.3730	14.0420	14.7460	15.4850
BI-WEEKLY	970.56	1019.12	1069.84	1123.36	1179.68	1238.80
ANNUAL	25234.56	26497.12	27815.84	29207.36	30671.68	32208.80
RANGE 26	26/01	26/02	26/03	26/04	26/05	26/06
Hourly	12.4390	13.0600	13.7140	14.3970	15.1150	15.8680
BI-WEEKLY	995.12	1044.80	1097.12	1151.76	1209.20	1269.44
ANNUAL	25873.12	27164.80	28525.12	29945.76	31439.20	33005.44
RANGE 27	27/01	27/02	27/03	27/04	27/05	27/06
Hourly	12.7520	13.3940	14.0630	14.7660	15.5050	16.2790
BI-WEEKLY	1020.16	1071.52	1125.04	1181.28	1240.40	1302.32
ANNUAL	26524.16	27859.52	29251.04	30713.28	32250.40	33860.32
RANGE 28	28/01	28/02	28/03	28/04	28/05	28/06
Hourly	13.0730	13.7280	14.4190	15.1360	15.8960	16.6890
BI-WEEKLY	1045.84	1098.24	1153.52	1210.88	1271.68	1335.12
ANNUAL	27191.84	28554.24	29991.52	31482.88	33063.68	34713.12
RANGE 29	29/01	29/02	29/03	29/04	29/05	29/06
Hourly	13.4730	14.1460	14.8570	15.6030	16.3830	17.2060
BI-WEEKLY	1077.84	1131.68	1188.56	1248.24	1310.64	1376.48
ANNUAL	28023.84	29423.68	30902.56	32454.24	34076.64	35788.48
RANGE 30	30/01	30/02	30/03	30/04	30/05	30/06
Hourly	14.0020	14.7040	15.4420	16.2160	17.0250	17.8750
BI-WEEKLY	1120.16	1176.32	1235.36	1297.28	1362.00	1430.00
ANNUAL	29124.16	30584.32	32119.36	33729.28	35412.00	37180.00

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Fire and Miscellaneous Employee Groups
EFFECTIVE July 1, 2009 - June 30, 2011

RANGE 31	31/01	31/02	31/03	31/04	31/05	31/06
Hourly	14.3560	15.0730	15.8260	16.6200	17.4490	18.3210
BI-WEEKLY	1148.48	1205.84	1266.08	1329.60	1395.92	1465.68
ANNUAL	29860.48	31351.84	32918.08	34569.60	36293.92	38107.68
RANGE 32	32/01	32/02	32/03	32/04	32/05	32/06
Hourly	14.8210	15.5610	16.3420	17.1570	18.0140	18.9130
BI-WEEKLY	1185.68	1244.88	1307.36	1372.56	1441.12	1513.04
ANNUAL	30827.68	32366.88	33991.36	35686.56	37469.12	39339.04
RANGE 33	33/01	33/02	33/03	33/04	33/05	33/06
Hourly	15.0890	15.8470	16.6410	17.4710	18.3410	19.2610
BI-WEEKLY	1207.12	1267.76	1331.28	1397.68	1467.28	1540.88
ANNUAL	31385.12	32961.76	34613.28	36339.68	38149.28	40062.88
RANGE 34	34/01	34/02	34/03	34/04	34/05	34/06
Hourly	15.2410	16.0000	16.8010	17.6450	18.5300	19.4560
BI-WEEKLY	1219.28	1280.00	1344.08	1411.60	1482.40	1556.48
ANNUAL	31701.28	33280.00	34946.08	36701.60	38542.40	40468.48
RANGE 35	35/01	35/02	35/03	35/04	35/05	35/06
Hourly	15.6230	16.4040	17.2270	18.0910	18.9960	19.9450
BI-WEEKLY	1249.84	1312.32	1378.16	1447.28	1519.68	1595.60
ANNUAL	32495.84	34120.32	35832.16	37629.28	39511.68	41485.60
RANGE 36	36/01	36/02	36/03	36/04	36/05	36/06
Hourly	16.0140	16.8160	17.6580	18.5430	19.4700	20.4460
BI-WEEKLY	1281.12	1345.28	1412.64	1483.44	1557.60	1635.68
ANNUAL	33309.12	34977.28	36728.64	38569.44	40497.60	42527.68
RANGE 37	37/01	37/02	37/03	37/04	37/05	37/06
Hourly	16.2050	17.0180	17.8670	18.7590	19.7000	20.6820
BI-WEEKLY	1296.40	1361.44	1429.36	1500.72	1576.00	1654.56
ANNUAL	33706.40	35397.44	37163.36	39018.72	40976.00	43018.56
RANGE 38	38/01	38/02	38/03	38/04	38/05	38/06
Hourly	16.7340	17.5680	18.4460	19.3660	20.3350	21.3520
BI-WEEKLY	1338.72	1405.44	1475.68	1549.28	1626.80	1708.16
ANNUAL	34806.72	36541.44	38367.68	40281.28	42296.80	44412.16
RANGE 39	39/01	39/02	39/03	39/04	39/05	39/06
Hourly	17.0160	17.8670	18.7590	19.7000	20.6820	21.7140
BI-WEEKLY	1361.28	1429.36	1500.72	1576.00	1654.56	1737.12
ANNUAL	35393.28	37163.36	39018.72	40976.00	43018.56	45165.12
RANGE 40	40/01	40/02	40/03	40/04	40/05	40/06
Hourly	17.2120	18.0760	18.9830	19.9300	20.9270	21.9720
BI-WEEKLY	1376.96	1446.08	1518.64	1594.40	1674.16	1757.76
ANNUAL	35800.96	37598.08	39484.64	41454.40	43528.16	45701.76
RANGE 41	41/01	41/02	41/03	41/04	41/05	41/06
Hourly	17.6700	18.5500	19.4780	20.4530	21.4770	22.5510
BI-WEEKLY	1413.60	1484.00	1558.24	1636.24	1718.16	1804.08
ANNUAL	36753.60	38584.00	40514.24	42542.24	44672.16	46906.08
RANGE 42	42/01	42/02	42/03	42/04	42/05	42/06

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Hourly	17.8870	18.7800	19.7210	20.7100	21.7500	22.8360
BI-WEEKLY	1430.96	1502.40	1577.68	1656.80	1740.00	1826.88
ANNUAL	37204.96	39062.40	41019.68	43076.80	45240.00	47498.88
RANGE 43	43/01	43/02	43/03	43/04	43/05	43/06
Hourly	18.3760	19.2970	20.2580	21.2680	22.3340	23.4490
BI-WEEKLY	1470.08	1543.76	1620.64	1701.44	1786.72	1875.92
ANNUAL	38222.08	40137.76	42136.64	44237.44	46454.72	48773.92
RANGE 44	44/01	44/02	44/03	44/04	44/05	44/06
Hourly	18.7950	19.7350	20.7250	21.7630	22.8500	23.9930
BI-WEEKLY	1503.60	1578.80	1658.00	1741.04	1828.00	1919.44
ANNUAL	39093.60	41048.80	43108.00	45267.04	47528.00	49905.44
RANGE 45	45/01	45/02	45/03	45/04	45/05	45/06
Hourly	18.9660	19.9170	20.9130	21.9590	23.0590	24.2090
BI-WEEKLY	1517.28	1593.36	1673.04	1756.72	1844.72	1936.72
ANNUAL	39449.28	41427.36	43499.04	45674.72	47962.72	50354.72
RANGE 46	46/01	46/02	46/03	46/04	46/05	46/06
Hourly	19.5100	20.4880	21.5130	22.5860	23.7140	24.8990
BI-WEEKLY	1560.80	1639.04	1721.04	1806.88	1897.12	1991.92
ANNUAL	40580.80	42615.04	44747.04	46978.88	49325.12	51789.92
RANGE 47	47/01	47/02	47/03	47/04	47/05	47/06
Hourly	20.0000	21.0030	22.0560	23.1570	24.3130	25.5260
BI-WEEKLY	1600.00	1680.24	1764.48	1852.56	1945.04	2042.08
ANNUAL	41600.00	43686.24	45876.48	48166.56	50571.04	53094.08
RANGE 48	48/01	48/02	48/03	48/04	48/05	48/06
Hourly	20.5390	21.5680	22.6480	23.7840	24.9760	26.2230
BI-WEEKLY	1643.12	1725.44	1811.84	1902.72	1998.08	2097.84
ANNUAL	42721.12	44861.44	47107.84	49470.72	51950.08	54543.84
RANGE 49	49/01	49/02	49/03	49/04	49/05	49/06
Hourly	21.0520	22.1050	23.2130	24.3760	25.5960	26.8780
BI-WEEKLY	1684.16	1768.40	1857.04	1950.08	2047.68	2150.24
ANNUAL	43788.16	45978.40	48283.04	50702.08	53239.68	55906.24
RANGE 50	50/01	50/02	50/03	50/04	50/05	50/06
Hourly	22.0470	23.1500	24.3070	25.5190	26.7940	28.1320
BI-WEEKLY	1763.76	1852.00	1944.56	2041.52	2143.52	2250.56
ANNUAL	45857.76	48152.00	50558.56	53079.52	55731.52	58514.56
RANGE 51	51/01	51/02	51/03	51/04	51/05	51/06
Hourly	22.2570	23.3720	24.5440	25.7710	27.0590	28.4110
BI-WEEKLY	1780.56	1869.76	1963.52	2061.68	2164.72	2272.88
ANNUAL	46294.56	48613.76	51051.52	53603.68	56282.72	59094.88
RANGE 52	52/01	52/02	52/03	52/04	52/05	52/06
Hourly	22.5900	23.7210	24.9060	26.1530	27.4640	28.8360
BI-WEEKLY	1807.20	1897.68	1992.48	2092.24	2197.12	2306.88
ANNUAL	46987.20	49339.68	51804.48	54398.24	57125.12	59978.88

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RANGE 53	53/01	53/02	53/03	53/04	53/05	53/06
Hourly	23.1570	24.3130	25.5260	26.8010	28.1400	29.5470
BI-WEEKLY	1852.56	1945.04	2042.08	2144.08	2251.20	2363.76
ANNUAL	48166.56	50571.04	53094.08	55746.08	58531.20	61457.76
RANGE 54	54/01	54/02	54/03	54/04	54/05	54/06
Hourly	23.7350	24.9200	26.1670	27.4770	28.8510	30.2920
BI-WEEKLY	1898.80	1993.60	2093.36	2198.16	2308.08	2423.36
ANNUAL	49368.80	51833.60	54427.36	57152.16	60010.08	63007.36
RANGE 55	55/01	55/02	55/03	55/04	55/05	55/06
Hourly	24.4600	25.6870	26.9690	28.3210	29.7360	31.2200
BI-WEEKLY	1956.80	2054.96	2157.52	2265.68	2378.88	2497.60
ANNUAL	50876.80	53428.96	56095.52	58907.68	61850.88	64937.60
RANGE 56	56/01	56/02	56/03	56/04	56/05	56/06
Hourly	25.0730	26.3270	27.6450	29.0250	30.4740	32.0000
BI-WEEKLY	2005.84	2106.16	2211.60	2322.00	2437.92	2560.00
ANNUAL	52151.84	54760.16	57501.60	60372.00	63385.92	66560.00
RANGE 57	57/01	57/02	57/03	57/04	57/05	57/06
Hourly	25.7000	26.9830	28.3340	29.7490	31.2330	32.7940
BI-WEEKLY	2056.00	2158.64	2266.72	2379.92	2498.64	2623.52
ANNUAL	53456.00	56124.64	58934.72	61877.92	64964.64	68211.52
RANGE 58	58/01	58/02	58/03	58/04	58/05	58/06
Hourly	26.3420	27.6580	29.0380	30.4880	32.0140	33.6170
BI-WEEKLY	2107.36	2212.64	2323.04	2439.04	2561.12	2689.36
ANNUAL	54791.36	57528.64	60399.04	63415.04	66589.12	69923.36
RANGE 59	59/01	59/02	59/03	59/04	59/05	59/06
Hourly	27.0030	28.3550	29.7700	31.2610	32.8220	34.4670
BI-WEEKLY	2160.24	2268.40	2381.60	2500.88	2625.76	2757.36
ANNUAL	56166.24	58978.40	61921.60	65022.88	68269.76	71691.36
RANGE 60	60/01	60/02	60/03	60/04	60/05	60/06
Hourly	27.6790	29.0660	30.5220	32.0490	33.6510	35.3310
BI-WEEKLY	2214.32	2325.28	2441.76	2563.92	2692.08	2826.48
ANNUAL	57572.32	60457.28	63485.76	66661.92	69994.08	73488.48
RANGE 61	61/01	61/02	61/03	61/04	61/05	61/06
Hourly	28.3690	29.7910	31.2820	32.8440	34.5020	36.2300
BI-WEEKLY	2269.52	2383.28	2502.56	2627.52	2760.16	2898.40
ANNUAL	59007.52	61965.28	65066.56	68315.52	71764.16	75358.40
RANGE 62	62/01	62/02	62/03	62/04	62/05	62/06
Hourly	29.0800	30.5370	32.0620	33.6650	35.3520	37.1220
BI-WEEKLY	2326.40	2442.96	2564.96	2693.20	2828.16	2969.76
ANNUAL	60486.40	63516.96	66688.96	70023.20	73532.16	77213.76
RANGE 63	63/01	63/02	63/03	63/04	63/05	63/06
Hourly	29.3590	30.8300	32.3700	33.9860	35.6870	37.4700
BI-WEEKLY	2348.72	2466.40	2589.60	2718.88	2854.96	2997.60
ANNUAL	61066.72	64126.40	67329.60	70690.88	74228.96	77937.60

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RANGE 64	64/01	64/02	64/03	64/04	64/05	64/06
Hourly	30.0910	31.5950	33.1780	34.8360	36.5780	38.4040
BI-WEEKLY	2407.28	2527.60	2654.24	2786.88	2926.24	3072.32
ANNUAL	62589.28	65717.60	69010.24	72458.88	76082.24	79880.32
RANGE 65	65/01	65/02	65/03	65/04	65/05	65/06
Hourly	30.8430	32.3830	34.0000	35.7000	37.4850	39.3590
BI-WEEKLY	2467.44	2590.64	2720.00	2856.00	2998.80	3148.72
ANNUAL	64153.44	67356.64	70720.00	74256.00	77968.80	81866.72
RANGE 66	66/01	66/02	66/03	66/04	66/05	66/06
Hourly	31.6160	33.1990	34.8570	36.6000	38.4320	40.3560
BI-WEEKLY	2529.28	2655.92	2788.56	2928.00	3074.56	3228.48
ANNUAL	65761.28	69053.92	72502.56	76128.00	79938.56	83940.48
RANGE 67	67/01	67/02	67/03	67/04	67/05	67/06
Hourly	32.4040	34.0280	35.7280	37.5130	39.3870	41.3590
BI-WEEKLY	2592.32	2722.24	2858.24	3001.04	3150.96	3308.72
ANNUAL	67400.32	70778.24	74314.24	78027.04	81924.96	86026.72
RANGE 68	68/01	68/02	68/03	68/04	68/05	68/06
Hourly	33.2120	34.8710	36.6130	38.4460	40.3690	42.3910
BI-WEEKLY	2656.96	2789.68	2929.04	3075.68	3229.52	3391.28
ANNUAL	69080.96	72531.68	76155.04	79967.68	83967.52	88173.28
RANGE 69	69/01	69/02	69/03	69/04	69/05	69/06
Hourly	34.0630	35.7630	37.5540	39.4280	41.4010	43.4700
BI-WEEKLY	2725.04	2861.04	3004.32	3154.24	3312.08	3477.60
ANNUAL	70851.04	74387.04	78112.32	82010.24	86114.08	90417.60
RANGE 70	70/01	70/02	70/03	70/04	70/05	70/06
Hourly	34.9130	36.6620	38.4950	40.4180	42.4390	44.5640
BI-WEEKLY	2793.04	2932.96	3079.60	3233.44	3395.12	3565.12
ANNUAL	72619.04	76256.96	80069.60	84069.44	88273.12	92693.12
RANGE 71	71/01	71/02	71/03	71/04	71/05	71/06
Hourly	35.7840	37.5750	39.4560	41.4280	43.4980	45.6730
BI-WEEKLY	2862.72	3006.00	3156.48	3314.24	3479.84	3653.84
ANNUAL	74430.72	78156.00	82068.48	86170.24	90475.84	94999.84
RANGE 72	72/01	72/02	72/03	72/04	72/05	72/06
Hourly	36.6760	38.5080	40.4320	42.4530	44.5790	46.8080
BI-WEEKLY	2934.08	3080.64	3234.56	3396.24	3566.32	3744.64
ANNUAL	76286.08	80096.64	84098.56	88302.24	92724.32	97360.64
RANGE 73	73/01	73/02	73/03	73/04	73/05	73/06
Hourly	37.5950	39.4770	41.4500	43.5190	45.6930	47.9790
BI-WEEKLY	3007.60	3158.16	3316.00	3481.52	3655.44	3838.32
ANNUAL	78197.60	82112.16	86216.00	90519.52	95041.44	99796.32
RANGE 74	74/01	74/02	74/03	74/04	74/05	74/06
Hourly	38.5360	40.4660	42.4880	44.6130	46.8430	49.1840
BI-WEEKLY	3082.88	3237.28	3399.04	3569.04	3747.44	3934.72
ANNUAL	80154.88	84169.28	88375.04	92795.04	97433.44	102302.72

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RANGE 75	75/01	75/02	75/03	75/04	75/05	75/06
Hourly	39.4980	41.4700	43.5470	45.7210	48.0060	50.4050
BI-WEEKLY	3159.84	3317.60	3483.76	3657.68	3840.48	4032.40
ANNUAL	82155.84	86257.60	90577.76	95099.68	99852.48	104842.40
RANGE 76	76/01	76/02	76/03	76/04	76/05	76/06
Hourly	40.4880	42.5160	44.6410	46.8710	49.2120	51.6720
BI-WEEKLY	3239.04	3401.28	3571.28	3749.68	3936.96	4133.76
ANNUAL	84215.04	88433.28	92853.28	97491.68	102360.96	107477.76
RANGE 77	77/01	77/02	77/03	77/04	77/05	77/06
Hourly	41.4980	43.5750	45.7560	48.0420	50.4460	52.9680
BI-WEEKLY	3319.84	3486.00	3660.48	3843.36	4035.68	4237.44
ANNUAL	86315.84	90636.00	95172.48	99927.36	104927.68	110173.44
RANGE 78	78/01	78/02	78/03	78/04	78/05	78/06
Hourly	42.5360	44.6620	46.8920	49.2330	51.6930	54.2790
BI-WEEKLY	3402.88	3572.96	3751.36	3938.64	4135.44	4342.32
ANNUAL	88474.88	92896.96	97535.36	102404.64	107521.44	112900.32
RANGE 79	79/01	79/02	79/03	79/04	79/05	79/06
Hourly	43.6030	45.7840	48.0770	50.4810	53.0030	55.6520
BI-WEEKLY	3488.24	3662.72	3846.16	4038.48	4240.24	4452.16
ANNUAL	90694.24	95230.72	100000.16	105000.48	110246.24	115756.16
RANGE 80	80/01	80/02	80/03	80/04	80/05	80/06
Hourly	44.6900	46.9270	49.2750	51.7420	54.3270	57.0450
BI-WEEKLY	3575.20	3754.16	3942.00	4139.36	4346.16	4563.60
ANNUAL	92955.20	97608.16	102492.00	107623.36	113000.16	118653.60
RANGE 81	81/01	81/02	81/03	81/04	81/05	81/06
Hourly	45.8050	48.0980	50.5020	53.0240	55.6730	58.4530
BI-WEEKLY	3664.40	3847.84	4040.16	4241.92	4453.84	4676.24
ANNUAL	95274.40	100043.84	105044.16	110289.92	115799.84	121582.24
RANGE 82	82/01	82/02	82/03	82/04	82/05	82/06
Hourly	46.9480	49.2960	51.7640	54.3480	57.0660	59.9160
BI-WEEKLY	3755.84	3943.68	4141.12	4347.84	4565.28	4793.28
ANNUAL	97651.84	102535.68	107669.12	113043.84	118697.28	124625.28
RANGE 83	83/01	83/02	83/03	83/04	83/05	83/06
Hourly	48.3110	50.7240	53.2610	55.9230	58.7180	61.6520
BI-WEEKLY	3864.88	4057.92	4260.88	4473.84	4697.44	4932.16
ANNUAL	100486.88	105505.92	110782.88	116319.84	122133.44	128236.16
RANGE 84	84/01	84/02	84/03	84/04	84/05	84/06
Hourly	49.5190	51.9930	54.5920	57.3240	60.1880	63.1980
BI-WEEKLY	3961.52	4159.44	4367.36	4585.92	4815.04	5055.84
ANNUAL	102999.52	108145.44	113551.36	119233.92	125191.04	131451.84
RANGE 85	85/01	85/02	85/03	85/04	85/05	85/06
Hourly	50.7600	53.2960	55.9580	58.7590	61.7010	64.7870
BI-WEEKLY	4060.80	4263.68	4476.64	4700.72	4936.08	5182.96
ANNUAL	105580.80	110855.68	116392.64	122218.72	128338.08	134756.96

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RANGE 86	86/01	86/02	86/03	86/04	86/05	86/06
Hourly	52.5440	55.1710	57.9300	60.8290	63.8680	67.0590
BI-WEEKLY	4203.52	4413.68	4634.40	4866.32	5109.44	5364.72
ANNUAL	109291.52	114755.68	120494.40	126524.32	132845.44	139482.72
RANGE 87	87/01	87/02	87/03	87/04	87/05	87/06
Hourly	53.7470	56.4320	59.2540	62.2160	65.3240	68.5930
BI-WEEKLY	4299.76	4514.56	4740.32	4977.28	5225.92	5487.44
ANNUAL	111793.76	117378.56	123248.32	129409.28	135873.92	142673.44
RANGE 88	88/01	88/02	88/03	88/04	88/05	88/06
Hourly	55.0870	57.8400	60.7320	63.7700	66.9610	70.3070
BI-WEEKLY	4406.96	4627.20	4858.56	5101.60	5356.88	5624.56
ANNUAL	114580.96	120307.20	126322.56	132641.60	139278.88	146238.56
RANGE 89	89/01	89/02	89/03	89/04	89/05	89/06
Hourly	56.4670	59.2890	62.2510	65.3650	68.6340	72.0630
BI-WEEKLY	4517.36	4743.12	4980.08	5229.20	5490.72	5765.04
ANNUAL	117451.36	123321.12	129482.08	135959.20	142758.72	149891.04
RANGE 90	90/01	90/02	90/03	90/04	90/05	90/06
Hourly	57.8810	60.7730	63.8120	67.0030	70.3550	73.8740
BI-WEEKLY	4630.48	4861.84	5104.96	5360.24	5628.40	5909.92
ANNUAL	120392.48	126407.84	132728.96	139366.24	146338.40	153657.92
RANGE 91	91/01	91/02	91/03	91/04	91/05	91/06
Hourly	59.3300	62.3000	65.4140	68.6830	72.1180	75.7210
BI-WEEKLY	4746.40	4984.00	5233.12	5494.64	5769.44	6057.68
ANNUAL	123406.40	129584.00	136061.12	142860.64	150005.44	157499.68
RANGE 92	92/01	92/02	92/03	92/04	92/05	92/06
Hourly	60.8160	63.8530	67.0450	70.3970	73.9170	77.6100
BI-WEEKLY	4865.28	5108.24	5363.60	5631.76	5913.36	6208.80
ANNUAL	126497.28	132814.24	139453.60	146425.76	153747.36	161428.80
RANGE 93	93/01	93/02	93/03	93/04	93/05	93/06
Hourly	62.3340	65.4490	68.7250	72.1600	75.7700	79.5610
BI-WEEKLY	4986.72	5235.92	5498.00	5772.80	6061.60	6364.88
ANNUAL	129654.72	136133.92	142948.00	150092.80	157601.60	165486.88
RANGE 94	94/01	94/02	94/03	94/04	94/05	94/06
Hourly	63.8960	67.0870	70.4390	73.9580	77.6580	81.5390
BI-WEEKLY	5111.68	5366.96	5635.12	5916.64	6212.64	6523.12
ANNUAL	132903.68	139540.96	146513.12	153832.64	161528.64	169601.12
RANGE 95	95/01	95/02	95/03	95/04	95/05	95/06
Hourly	65.1980	68.4600	71.8820	75.4770	79.2540	83.2190
BI-WEEKLY	5215.84	5476.80	5750.56	6038.16	6340.32	6657.52
ANNUAL	135611.84	142396.80	149514.56	156992.16	164848.32	173095.52
RANGE 96	96/01	96/02	96/03	96/04	96/05	96/06
Hourly	66.8290	70.1740	73.6860	77.3730	81.2400	85.3030
BI-WEEKLY	5346.32	5613.92	5894.88	6189.84	6499.20	6824.24
ANNUAL	139004.32	145961.92	153266.88	160935.84	168979.20	177430.24

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RANGE 97	97/01	97/02	97/03	97/04	97/05	97/06
Hourly	68.5020	71.9300	75.5260	79.3030	83.2680	87.4290
BI-WEEKLY	5480.16	5754.40	6042.08	6344.24	6661.44	6994.32
ANNUAL	142484.16	149614.40	157094.08	164950.24	173197.44	181852.32
RANGE 98	98/01	98/02	98/03	98/04	98/05	98/06
Hourly	70.2150	73.7280	77.4150	81.2820	85.3450	89.6090
BI-WEEKLY	5617.20	5898.24	6193.20	6502.56	6827.60	7168.72
ANNUAL	146047.20	153354.24	161023.20	169066.56	177517.60	186386.72
RANGE 99	99/01	99/02	99/03	99/04	99/05	99/06
Hourly	71.9720	75.5670	79.3450	83.3100	87.4770	91.8530
BI-WEEKLY	5757.76	6045.36	6347.60	6664.80	6998.16	7348.24
ANNUAL	149701.76	157179.36	165037.60	173284.80	181952.16	191054.24
100 RANGE	100/01	100/02	100/03	100/04	100/05	100/06
Hourly	73.7700	77.4560	81.3300	85.4010	89.6720	94.1530
BI-WEEKLY	5901.60	6196.48	6506.40	6832.08	7173.76	7532.24
ANNUAL	153441.60	161108.48	169166.40	177634.08	186517.76	195838.24

City of Imperial Beach

SECTION 3
BENEFIT SUMMARIES BY GROUP

FY 2009-11

BENEFITS SUMMARIES:

Appointive Management

Appointive Management are those employees designated by the City Manager as meeting established criteria under the Fair Labor Standards Act compliance provisions for white collar exemptions. Generally, positions in this class are salaried positions and exempt from overtime and special compensation provisions pursuant to FLSA regulations.

Appointive Management classifications have the terms and conditions of employment established by an employment agreement as approved by the City Manager. Appointive Management positions are categorized into two categories: Department Head and Mid-Management. Appointive Management positions are subject to at-will provisions as designated by the City Manager with specialized duties and responsibilities.

As of July 1, 2009, the following positions have been so designated:

Department Head

- Finance Director
- Assistant City Manager
- City Clerk
- Public Safety Director/Fire Chief
- Public Works Director
- Community Development Director

Mid-Management

- City Planner
- Finance Supervisor
- Lifeguard Captain
- Public Works Superintendent
- Environmental Program Manager
- Redevelopment Coordinator
- Building Official
- Management Analyst
- Network Systems Administrator

All designated Appointive Management positions receive all benefits that presently accrue to regular miscellaneous classified full-time or permanent part-time employees. In addition, Appointive Management positions, as determined by the City Manager, receive up to the following benefits:

1. Salary Adjustment: All designated management personnel shall receive salary adjustments to be set at any point within the salary band for each classification based on the performance of the incumbent.
2. Executive Leave: All designated management personnel may receive up to forty (40) hours of "Executive Leave" terminating June 30 of each year. Carryover of Executive Leave hours or cash payments are not permitted.

3. Use of City Vehicle or Auto Allowance: The City Manager shall set the terms of use of City vehicles and may provide auto allowances to designated appointment management personnel in lieu of using City vehicles for local business travel.
4. Cellular Telephone Allowance: The City Manager shall set the terms of use and may provide a cellular telephone allowance to certain appointive management personnel.
5. Health Care Benefits: All designated appointive management classifications shall receive City payment of the employee's health care benefits and other cafeteria plan selection benefits to a maximum payment of \$845 per month per employee (\$10,140 per year) effective January 1, 2010.
6. Term Life Insurance: All designated appointive management personnel shall receive City paid term life insurance equivalent to earnings rounded to the next higher \$1,000 to maximum of \$60,000 of coverage.
7. Annual Physical Examination: All designated Department Head personnel shall receive City payment for an annual physical examination by the City's selected health care provider. If the designated Department Head elects not to receive said annual physical the City Manager may authorize reimbursement up to an amount equivalent to what the annual physical exam would have cost the City, for expenses that would otherwise qualify under IRS regulations for Flexible Spending Accounts or for approved health club membership fees and/or dues.
8. Vacation Sell Back: As determined by the City Manager, all appointive management personnel shall have the option to sell back accumulated vacation at a maximum of 80 hours per calendar year contingent on a minimum of 80 hours of vacation being maintained by the employee as of the pay period designated for the sell back.
9. Severance Agreement: The City Manager may negotiate and set the terms to provide severance pay compensation for appointive management personnel.
10. Office Equipment: The City Manager may negotiate and set the terms to provide certain office equipment for certain appointive management personnel.
11. Relocation Assistance: The City Manager may negotiate and set the terms to provide relocation assistance for certain appointive management personnel.
12. Uniform Allowance: The City Manager may negotiate and set the terms to provide uniform allowance for certain appointive management personnel.

Appointive Confidential

Confidential employees are those employees designated by the City Manager, based on responsibilities which are considered confidential to management with regard to labor relations, personnel services or complex payroll functions. All designated confidential positions receive all benefits that presently accrue to regular miscellaneous classified full-time or permanent part-time employees. All existing salary and fringe benefits remain in force unless re-designated by the City Manager.

Confidential employees are precluded from participation in any bargaining unit activities and perceived benefits with the Miscellaneous Classified Service. Employer may terminate the employment relationship for cause or advance notice subject to the City of Imperial Beach Personnel Rules in effect at this time and subsequently amended.

As of July 1, 2009, the following appointive confidential positions have been so designated:

- Administrative Secretary II (City Manager's Office)
- Financial Services Assistant
- Personnel Services Assistant
- Deputy City Clerk/Records Technician

The City desires to provide alternative benefits to Confidential employees as follows:

- All benefits, as determined by the City Manager, up to those provided for Appointive Management except for, Annual Physical Examination, Severance Agreement, Office Equipment, Relocation Assistance, Uniform Allowance, Cellular Telephone Allowance and Use of City Vehicle /Auto Allowance.

Miscellaneous Classified Service / Public Safety Service

All regular full-time and permanent part-time employees assigned to the Miscellaneous Classified Service and Public Safety Service (Fire) employees are eligible for the following benefits, as follows:

1. Health Insurance: The City allocates to employees a cafeteria health benefit amount for payment of premium rate for group health insurance for each City employee and his/her dependents. The City offers the PERS health plan which includes HMO and PPO providers. An employee who elects not to be covered under the City's health insurance plan, may use the total amount for other eligible cafeteria benefits or receive a cash payment as taxable income. Employees who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical coverage (i.e. spouse coverage).

Effective January 1, 2010, the following health insurance adjustments are in effect pursuant to employer labor agreements, as follows:

Miscellaneous Classified Service:
\$795 per month (\$9,540 per plan year)

Public Safety Service (Fire):
\$775 per month (\$9,300 per plan year)

2. Flexible Spending Plan: An employee who elects to be covered under the City's health insurance plan, must select single employee coverage under the City's dental care provider. This selection is required to be eligible to take advantage of the City's Flexible Spending Accounts (FSAs) for Health Care and Dependent Care. This selection will ensure that no Third Party Administrator (TPA) administrative costs are associated with Employee's participation as described under Subpart "e" of this Section.
- a. Health and Dental Payroll Deductions Treated as Pre-Tax: All payroll deductions for health and dental care are treated by the CITY on a pre-tax basis in order for the City to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the Employee's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be to the Employee as taxable income.
 - b. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An Employee may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the City does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.
 - c. Health and Welfare FSA: Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$1,040 per plan year to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.
 - d. Dependent Care FSA: Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the City Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.
 - e. FSA Administration: The City reserves the right to contract with a Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with the third party administration, if any required. Participating employees will pay monthly, per employee, or per transaction administration fees, if any required.

- f. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the City significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the employee will not be allowed to change except as follows:

- At the next open enrollment
 - Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.
 - The City shall not be liable for any medical costs resulting to the employee as part of this election.
3. Life Insurance: All city employees are provided City-provided life insurance policy coverage in the amount of \$10,000.00.
4. Federal Social Security Administration: The City also participates in the Federal Social Security Administration program.
5. Miscellaneous Classified Service Retirement: All regular full-time and permanent part-time Miscellaneous Classified Service employees are covered by the California State Public Employees Retirement System (PERS) pursuant to labor agreements.
6. Public Safety Service (Fire) Retirement: All regular full-time and permanent part-time Public Safety Service (Fire) employees are covered by the California State Public Employees Retirement System (PERS) at the 3% at 50 formula pursuant to existing labor agreement.
7. Public Safety Service (Fire) Firefighter Paramedic Special Pay: All Firefighters who are certified as a Paramedic in accordance with established rules and regulations set forth as a San Diego County Paramedic shall receive an eleven and a third (11.3%) percent increase in pay above the incumbent's current merit step.
8. Public Safety Service (Fire) Engineer Paramedic Special Pay: All Fire Engineers who are certified as a Paramedic in accordance with established rules and regulations set forth as a San Diego County Certified Paramedic shall receive a seven and one-half (7.5%) percent increase in pay above the incumbent's current merit step.

FLOATING HOLIDAYS

All regular full-time and permanent part-time employees assigned to the Appointive Management, Confidential and Miscellaneous Classified Services receive two (2) Floating Holiday per fiscal year.

Public Safety Service (Fire) employees receive 24 hours of Floating Holiday and twelve (12) regular holidays modified to the Firefighters 56-hour workweek per fiscal year.

Floating holidays are available to the employee immediately upon hire and must be taken by June 30 (end of fiscal year) on a day agreeable to the employee and the department head. Floating Holiday hours do not accrue from fiscal year to fiscal year.

HOLIDAY FURLOUGH PROGRAM

All regular full-time and permanent part-time employees assigned to the Appointive Confidential and Miscellaneous Classified Services, and temporary part-time employees that work a consistent bi-weekly work schedule on an annual basis are eligible to participate in the City's Holiday Furlough Program. A maximum number of 40 hours is authorized for employee payroll deduction per fiscal year period between designated hard holidays of December 24 (Christmas Eve) and January 1 (New Year's Day). Prior to each calendar year, the City Manager designates the holiday furlough period for the preceding holiday period. Appointive Management and Public Safety Service (Fire) are not eligible to participate in this program.

VACATION ACCRUAL

Appointive Management, Confidential, and Miscellaneous Classified Service employees receive vacation credits earned on a monthly basis. Employees are credited with an additional day of vacation when a holiday falls on Saturday.

Vacation credits accrue on a bi-weekly basis beginning on hire date. You may accumulate up to a maximum of twice your annual accrual rate of vacation time. The amount of credits you earn is based on years of service in your employment category:

<u>0-5 Year's Service</u>	<u>Over 5 to 10 yrs</u>	<u>Over 10 to 15 yrs</u>	<u>Over 15 yrs</u>
12 days/year	15 days/year	20 days/year	25 days/year

Public Safety Service (Fire) employees receive modified vacation credits in accordance with the 56-hour workweek, as follows:

<u>0-5 Years Service</u>	<u>Over 5 to 15 Years Service</u>	<u>Over 15 Years</u>
134.4 hours/year	168 hours/year	224 hours/year

SICK LEAVE ACCRUAL

Appointive Management/ Confidential /Miscellaneous Classified Service Employees:

Sick Leave credits are accrued at the rate of one day for each full month of service for a total of 12 days of service per year. Sick leave credits accrue on a bi-weekly basis beginning on hire date. A maximum of 1,000 hours may be accumulated.

Public Safety Service (Fire):

Sick Leave accrual is modified for the Firefighter's 56-hour workweek. Firefighters accrue sick leave at the rate of 11.67 hours for each full month of service for a total of 140 hours for each twelve months of service with a maximum of 1,400 hours accumulation.

EDUCATIONAL REIMBURSEMENT

The City encourages employees to continue their self-development through education. The educational reimbursement program is designed to provide incentives to broaden the knowledge of employees in their occupational field and prepare the advancement to positions of greater responsibility. All criteria and tuition reimbursement procedures are determined by the City Manager through administrative policy. Reimbursements are available for tuition, registration fees, laboratory fees, software, parking permits and books only.

Appointive Management, Confidential, Miscellaneous Classified, and Public Safety Service (Fire) employees are eligible for \$1,000.00 per fiscal year period.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER

MEETING DATE: AUGUST 19, 2009
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR
JIM NAKAGAWA, AICP, CITY PLANNER
TYLER FOLTZ, ASSOCIATE PLANNER

SUBJECT: CONSENT AGENDA: ADMINISTRATIVE COASTAL DEVELOPMENT PERMIT (ACP 060416) AND FINAL MAP (FM 060417) FOR THE PROPOSED CONDOMINIUM CONVERSION OF SIXTY-NINE (69) UNITS LOCATED AT 363 PALM AVENUE IN THE R-1500 (HIGH DENSITY RESIDENTIAL) ZONE. MF 872.

PROJECT DESCRIPTION/BACKGROUND:

The administrative coastal development permit (060416) and tentative map (TM 060417) for this project, consisting of the condominium conversion of sixty-nine (69) residential units located at 323, 343, 363, 383 Palm Avenue, 705 3rd Street, and 702 4th Street (APN 625-211-09-00) was approved by the City Council on February 7, 2007.



PROJECT EVALUATION/DISCUSSION:

The applicant has not completed the required improvements stipulated in Resolution 2007-6444. A Final Map may be approved if there is a lien contract for the value of the required improvements that is recorded with the map and/or if there is a recorded agreement prohibiting the sale of any units until the improvements are completed. The applicant is agreeable to these restrictions, and a lien contract/covenant not to convey shall be executed along with the Final Map listing all required improvements prior to conveyance of any units.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The project may be statutorily exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15268(b)(3) (Ministerial Projects: Approval of final subdivision maps).

FISCAL IMPACT:

The applicant has deposited \$13,700.00 in the Project Account Number 060416 to fund the processing of this application.

DEPARTMENT RECOMMENDATION:

Approve the Final Map for recordation.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

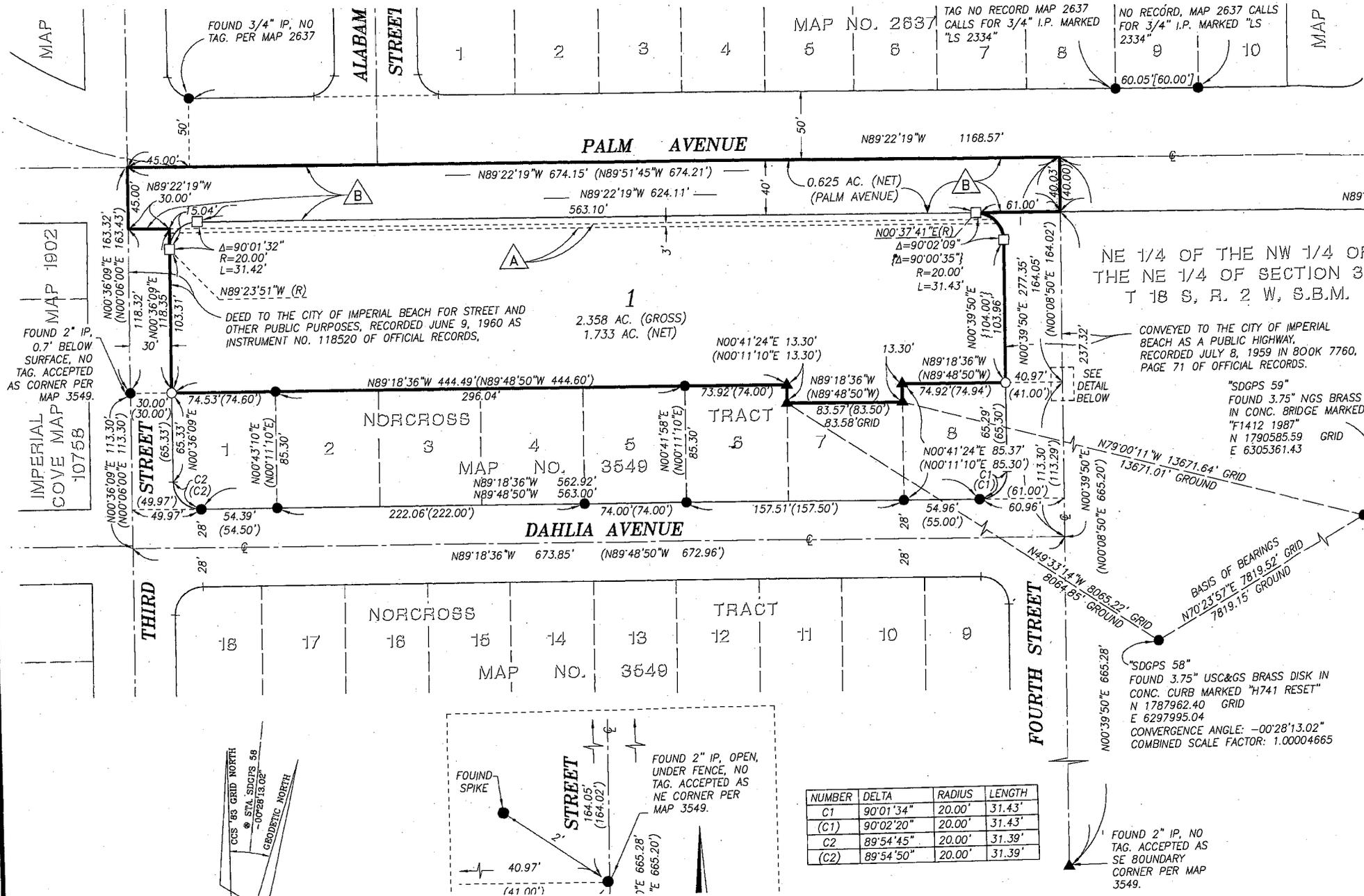


Gary Brown

Attachments:

1. Final Map

- c: file MF 872
Pam Investments II, LLC, 363 Palm Avenue, Imperial Beach, CA 91932
Tina Kessler, Hunsaker & Associates, 10179 Huennekens Street, San Diego, CA 92121
Frank Sotelo, Public Safety
Hank Levien, Public Works Director
Ed Wilczak, Building Official
Jacque Hald, City Clerk
Diana Lilly, California Coastal Commission



NUMBER	DELTA	RADIUS	LENGTH
C1	90°01'34"	20.00'	31.43'
(C1)	90°02'20"	20.00'	31.43'
C2	89°54'45"	20.00'	31.39'
(C2)	89°54'50"	20.00'	31.39'



AGENDA ITEM NO. 3.1

**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER

MEETING DATE: August 19, 2009

ORIGINATING DEPT.: CITY ATTORNEY

**SUBJECT: AN INTERIM ORDINANCE ENACTING AN URGENCY
MEASURE PROHIBITING COOPERATIVE, COLLECTIVE,
OR OTHER FORMS OF MARIJUANA DISPENSARIES
DURING A SPECIAL STUDY PERIOD FOR 45 DAYS**

BACKGROUND:

The City Attorney's office has received inquiries regarding enacting a moratorium on medical marijuana dispensaries in the City of Imperial Beach. This request comes after a number of local cities have passed similar moratoria, including Chula Vista, National City, Santee, Escondido, and Oceanside. On the same Agenda is an appeal of a denial of a business license for a Marijuana dispensary on the grounds that it is not allowed in the zone requested. Regardless of the result of that hearing, this agenda item addresses the larger issue of how the City addresses potential regulation of marijuana dispensaries as an overall City policy.

This report briefly outlines the legal framework for regulating medical marijuana in California, the conflict between state and federal law, and how the conflict between the state and federal government has left cities in the unfortunate position of making legislative decisions without clearly defined legal authority. The legal status of medical marijuana dispensaries is the subject of intense debate at the current time. This report also discusses how moratoria work, so that if the Council proceeds with a moratorium, it can better understand the process ahead.

DISCUSSION:

In 1996, the voters of the State of California passed Proposition 215, the Compassionate Use Act. Under the initiative, patients and their "primary caregivers" may possess or cultivate marijuana for the patient's medical use if the patient has an oral or written doctor's "recommendation." State law also prohibits doctors from being punished for making a "recommendation" for medicinal use of marijuana.

The initiative applies to people with cancer, AIDS, several other enumerated conditions, and "any other illness" that medicinal marijuana can relieve. People have asserted the right to use marijuana for everything from life-threatening cancer to minor injuries.

The Legislature has attempted to clarify issues, but this effort only addressed a portion of the pending questions. In 2003, the Legislature enacted Senate Bill 420, the Medical Marijuana Program Act ("MMPA"). The MMPA created a voluntary identification card program, under which patients and qualified primary caregivers could apply for identification cards. Every county health department was obligated to give these cards out under certain conditions. A person could still possess medicinal marijuana without a card, and people could possess marijuana illegally even if the person has a card, but the card could serve as an additional piece of evidence for police and prosecutors to consider when evaluating whether a person's marijuana possession is legal or not. This identification card program was the one that San Diego County had unsuccessfully challenged in court.

The Legislature also passed laws allowing patients and qualified caregivers to grow marijuana "collaboratively or collectively" (Health & Safety Code section 11362.775) and the Legislature said it was permissible to have a qualified primary caregiver who "receives compensation for actual expenses, including reasonable compensation incurred for services provided to an eligible qualified patient or person with an identification card to enable that person to use marijuana under this article, or for payment for out-of-pocket expenses incurred in providing those services, or both..." (Health & Safety Code section 11362.765).

Nonetheless, California's medical marijuana laws contain provisions showing the Legislature's intent to keep medical marijuana from being diverted to non-medical purposes. Attorney General Jerry Brown has issued guidelines about how a "cooperative" or "collective" can be operated. A copy of these guidelines may be found at http://ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf. (Attachment "2") The Attorney General has very strictly defined how a cooperative or collective can distribute medical marijuana to its members. Further, without opining on its legality, the Board of Equalization has held that marijuana sales are taxable.

An appeals court, in a published opinion, has provided some guidance about how local governments can zone medical marijuana dispensaries. The case, involving the City of Corona, involved a dispensary opening up business in a zone where dispensaries were not authorized. It had obtained a business license from the city by lying about the nature of its business on its license application. The appellate court said that a city could pursue injunctions to prevent dispensaries acting in a non-permitted zone from operating. Since the code section discussing what is allowed in the zone did not specifically allow medical marijuana dispensaries, the court ordered the dispensary shut down. As will be discussed below, however, the Corona case left a number of questions unanswered. Most importantly, the court did not consider what happens if a city completely bans marijuana collectives or cooperatives even though they are expressly allowed by state law.

In summary, under state law, people may work cooperatively or in a collective to provide medical marijuana to patients, but under very narrow restrictions. Cities have the authority to zone this activity, but whether that authority extends to completely banning medical marijuana cooperatives or collectives approved by state law remains unsettled.

Federal Law

Federal law generally prohibits the possession, sale, giving, or transportation of controlled substances, including marijuana. It does not include an exception for medical marijuana, and people using medical marijuana permitted by California law can still be prosecuted federally for possessing that marijuana.

Federal law supersedes local laws on marijuana that are inconsistent with federal law. In two cases, the United States Supreme Court has said as much, and has done so with lopsided majorities.

The Attorney General's guidelines (and one California appellate court) explain that California has avoided facing its conflict with federal law because medical marijuana in California is not, strictly speaking, legal; rather, it is just something the state will not prosecute. The federal government has not pressed the point, however, so it is difficult, at this point, to say whether the Attorney General got this right or not.

Even if the Attorney General's guidelines are right about California's law allowing use of medical marijuana being acceptable under federal law, this does not offer much help when figuring out whether a city can actually authorize dispensaries. The Attorney General's guidelines appear to acknowledge that a law that would legalize or authorize marijuana use would conflict with, and be trumped by, federal law. This may well explain why the Legislature has imposed administration of medical marijuana as an unfunded mandate upon counties and cities rather than assuming responsibility on its own for its administration.

Pending Legal Developments

There are three pending legal developments that may help clarify what cities can or cannot do with marijuana collectives or collaborations. First, it is not yet clear whether the federal government will use the power it has to aggressively fight medical marijuana cooperatives or collectives. Under the Bush administration, law enforcement regularly raided medical marijuana dispensaries and issued prosecutions for violating federal law. Under the Obama administration, Attorney General Eric Holder has said that federal law enforcement agents would not raid dispensaries authorized by state law. However, since almost no dispensary can comply with the California Attorney General's strict guidelines, the statement does not really clarify what the federal government's approach will be. As time goes on, and with the eventual appointment of a permanent United States Attorney for our region, the federal government may possibly clarify its position.

Second, a case is pending in an appellate court considering whether cities have the authority to ban medical marijuana. The City of Anaheim has completely banned medical marijuana, and was rewarded with a lawsuit. A Superior Court judge held that Anaheim could not completely ban marijuana collaborations or collectives since they were specifically authorized by state law. Anaheim has appealed the ruling, and the case is set for oral argument in September (no date yet set), with an opinion due by late December. This case will hopefully better clarify what, if any, limits a city can place on dispensaries.

Third, three initiatives involving the regulation and taxation of marijuana are pending review at the Attorney General's Office and proponents will soon start gathering signatures to place them on the ballot in 2010, although it is unclear whether they would be on the primary or general election ballot. If any of these initiatives pass, marijuana would be legalized under state law, and not just for medical purposes. This will bring the conflict with federal law into starker relief, and probably in a manner that cannot be so easily ignored by the federal government.

What Can the City Do About Medical Marijuana?

Some cities, viewing medical marijuana as a positive development, have taken a laissez faire approach to them, and Oakland has even specifically allowed them and imposed a tax on them. However, by expressly legalizing or authorizing dispensaries, cities may well be violating federal drug laws.

Other cities have recognized that dispensaries are frequently burglarized, frequently are used for general drug peddling rather than as real medical providers, and are often run by people with lengthy criminal histories and who have onsite weapons and other drugs. This has led some cities, like Anaheim, to ban them. Without taking either of these risky and possibly illegal approaches, cities have two options: do nothing, or impose a moratorium.

Doing nothing is a legitimate option. The city has a zoning ordinance on the books. If a medical marijuana cooperative is specifically permitted in a particular zone, it may operate there. If not, it may not operate there. The Council has one such determination currently on this Agenda.

One downside to doing nothing is that the Council will need to regularly deal with the issue. Imperial Beach has received inquiries about opening dispensaries, and there is even an appeal on the subject on the agenda for August 19, 2009. Another downside is that, if medical marijuana is not permitted in any zone, it may be the functional equivalent of a ban, and may land the city in court defending the same case Anaheim had lost and is appealing.

The principal advantage that doing nothing provides is buying time. As will be seen below, the other option of enacting a moratorium operates for only a limited time, after which the city has to do *something*, even if the law is no clearer after the moratorium has expired than it is now.

How Do Moratoria Work?

Government Code section 65858 allows cities to enact urgency ordinances temporarily banning a particular type of land use or other activity under narrow circumstances. **Enacting a moratorium will require a four-fifths vote of the Council.**

Under section 65858, when a matter may affect the health, safety, or welfare of the City and the city needs time to study its options and proposals for regulating a particular form of land use or permitting and regulatory scheme, a city may enact an urgency measure imposing a moratorium on new licenses and permits.

The initial moratorium may last up to 45 days. No later than ten days before it expires, city staff will need to report on their efforts to study regulation of medical marijuana dispensaries, and if 45 days is not sufficient time to complete this study, a second moratorium for ten months and fifteen days may be enacted if the City Council votes to do so with a four-fifths majority. If that time proves insufficient the moratorium may be extended only once more for a year. All in all, a moratorium will only last for up to two years, during which time the Council will need to decide how it intends to regulate medical marijuana dispensaries.

Conclusion

If it is this Council's desire to impose a moratorium, it should approve, by no less than a four-fifths majority, the accompanying ordinance. This will enact a 45-day moratorium during which staff may begin its initial study of whether and how to regulate medical marijuana dispensaries.

ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) because it is not a project as defined in Section 15378.

FISCAL IMPACT:

This ordinance has an unknown fiscal impact on the City.

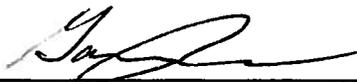
DEPARTMENT RECOMMENDATION:

Staff Recommends the Mayor and City Council:

1. Receive this report;
2. Mayor calls for the reading of the title of interim Ordinance No. 2009-1090, "AN INTERIM ORDINANCE ENACTING AN URGENCY MEASURE PROHIBITING COOPERATIVE, COLLECTIVE, OR OTHER FORMS OF MARIJUANA DISPENSARIES DURING A SPECIAL STUDY PERIOD FOR 45 DAYS";
3. City Clerk to read title of Ordinance No. 2009-1090;
4. Motion to dispense introduction and waive further reading of Ordinance No. 2009-1090; and
5. Motion to adopt, by a four-fifths vote, Ordinance No. 2009-1090 by title only.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Ordinance No. 2009-1090
2. California Attorney General Guidelines

ORDINANCE NO. 2009-1090**AN INTERIM ORDINANCE ENACTING AN URGENCY MEASURE PROHIBITING COOPERATIVE, COLLECTIVE, OR OTHER FORMS OF MARIJUANA DISPENSARIES DURING A SPECIAL STUDY PERIOD FOR 45 DAYS**

WHEREAS, in 1996, the voters of the state of California approved Proposition 215 (codified as Health and Safety Code section 11362.5 et seq., and entitled "The Compassionate Use Act of 1996"); and

WHEREAS, the intent of Proposition 215 was to enable seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law; and

WHEREAS, as a result of Proposition 215, individuals have established medical marijuana dispensaries in various cities; and

WHEREAS, there is no state regulation or standard on the cultivation and/or distribution of medical marijuana and each local jurisdiction may establish local guidelines in accord with unique local concerns; and

WHEREAS, several California cities wherein medical marijuana dispensaries have been established have experienced an increase in crime, such as burglary, robbery, loitering around the dispensaries, an increase in pedestrian and vehicular traffic and noise in the vicinity of the dispensaries, and the sale of illegal drugs, including the illegal resale of marijuana from dispensaries, in the areas immediately surrounding such medical marijuana dispensaries; and

WHEREAS, in October 2005, the State Board of Equalization instituted a policy that allows medical marijuana dispensaries to obtain a seller's permit, thus enabling the state to collect sales tax on medical marijuana sales; and

WHEREAS, in 2005, five California cities (Rocklin, Roseville, Oakland, Hayward and Fairfax) were polled by the City of Concord regarding secondary effects of medical marijuana dispensaries in the cities, and such secondary effects included street dealers attempting to sell to patrons entering the dispensaries; smoking marijuana in public areas; driving while under the influence of marijuana; attempted burglaries of marijuana establishments; robberies of clients patronizing establishments; adverse impacts on neighboring businesses; physicians writing prescriptions for any patron regardless of medical infirmity; nuisance behavior of patrons; and illegal drug sales from dispensaries. The City of Davis prepared a report of secondary impacts which included similar experiences; and

WHEREAS, in February 2006, a clinic in Tustin was shut down by the police after an undercover officer was able to buy marijuana without a prescription, and in July 2006, several dispensaries were raided in San Diego and San Marcos for selling marijuana to persons without a prescription; and

WHEREAS, in July 2007, narcotics agents shut down Natures Medicinal, Inc., a medical marijuana dispensary in the city of Bakersfield and an employee of that clinic pleaded guilty in 2008 to conspiring to distribute and possess with intent to distribute approximately 188 pounds of marijuana; and

WHEREAS, in May 2008 a CHP officer was critically injured and another motorist killed in Ventura after an individual drifted onto the shoulder and struck the officer during a traffic stop. The driver was charged with driving while intoxicated, and an investigation into the incident found that he had a large amount of marijuana in the vehicle that he had purchased from a dispensary in Compton; and

WHEREAS, in March 2009, the U.S. Attorney General stated that federal law enforcement officials would ease enforcement at California medical marijuana establishments; and

WHEREAS, the City of Imperial Beach has not adopted rules and regulations specifically applicable to the establishment and operation of dispensaries and the inability of the City to regulate these establishments in a manner that will protect the general public, homes and businesses adjacent to and near such businesses, and the patients or clients of such establishments; and

WHEREAS, based on the adverse secondary impacts experienced by other cities and the lack of any regulatory program in the City of Imperial Beach regarding the establishment and operation of medical marijuana dispensaries, it is reasonable to conclude that negative effects on the public health, safety, and welfare may occur in Imperial Beach as a result of the proliferation of medical marijuana dispensaries and the lack of appropriate regulations governing the establishment and operation of such facilities; and

WHEREAS, the Imperial Beach Municipal Code does not expressly include regulations specifically addressing medical marijuana dispensaries; and

WHEREAS, the establishment of a medical marijuana dispensary in the City will result in a direct and immediate threat to the public health, safety and welfare because the City does not currently regulate the location and operation of medical marijuana dispensaries and does not have a regulatory program in effect that will appropriately regulate the location, establishment, and operation of medical marijuana dispensaries in the City.

NOW, THEREFORE, the City Council of the City of Imperial Beach does hereby ordain as follows:

SECTION 1. Findings and Determination. The City Council ("Council") of the City of Imperial Beach ("City") does hereby find and determine that:

- (a) The City, pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws which promote, preserve and protect the public health, safety and general welfare of its citizens; and
- (b) There is concern over the proliferation of medical marijuana dispensaries in San Diego County, the seemingly unregulated status of these dispensaries, the allegations (often upheld in court) that many dispensaries are distributing marijuana for non-medical purposes, the prevalence of burglaries at medical marijuana dispensaries and the associated burden on local law enforcement, and the secondary effects associated with controlled substance distributions run by unlicensed personnel; and
- (c) There is concern that the City's existing land use and zoning regulations do not explain with sufficient clarity how they control the location and operation of medical marijuana dispensaries and as a consequence do not adequately protect the health, safety, and general welfare of the citizens of Imperial Beach from the actual and potential impacts arising from those establishments; and
- (d) There is concern that these types of medical marijuana dispensaries are operating without paying their fair share of the expenses that they would impose on the City of Imperial Beach; and
- (e) The Council wishes to study the potential options and effects of restricting the operation of medical marijuana dispensaries, considering all available options ranging from banning such dispensaries to determining appropriate location and operating requirements to considering how such businesses could pay the revenue necessary to address unintended or secondary consequences of their operation within the city limits; and
- (e) The Council has determined that there is a current and immediate threat to the public health, safety, or general welfare of the City's citizens in allowing essentially unregulated medical marijuana dispensaries to obtain licenses and operate within the City and that granting permits to such dispensaries would result in a threat to public safety, health, and general welfare during the term of the study of additional regulations of medical marijuana dispensaries; and

- (f) The 45-day initial moratorium procedure authorized by Government Code section 65858 will allow for the necessary study of the effects of regulating medical marijuana dispensaries on the City and of proposed regulatory measures, and therefore imposing a moratorium in order to provide time for study and review of the issues is required. The City Council needs time to consider potential options for regulating medical marijuana dispensaries either by the Council or by voters and consideration of some of the elements by the California Coastal Commission including potential referrals back to the City Council for further study and analysis.

SECTION 2. Emergency Measures.

- (a) No business licenses, use permits, or zoning approvals for any Medical Marijuana Dispensary within the City shall be approved, authorized, or granted, until such time as the City Council of the City of Imperial Beach has conducted an appropriate study of the effect of Medical Marijuana Dispensaries on the character of the City and the effect they may have on factors possibly including property values, density and effective utilization of property in Imperial Beach, the health, safety, and welfare of the community, and the legality and wisdom of various regulatory approaches toward Medical Marijuana Dispensaries, which study is intended to occur within a reasonable time.
 - (1) “Medical Marijuana Dispensary” means any person, business, organization, or land use involving or at any time engaged in the distribution of marijuana or related products within the City of Imperial Beach, whether for medical purposes or otherwise.
- (b) Applications that have been submitted to the City but are not approved, as of the effective date of this Interim Ordinance, shall be subject to this Interim Ordinance.

SECTION 3. Severability. The City Council of the City of Imperial Beach hereby declares that should any section, paragraph, sentence, phrase, term, or word of this Interim Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the City Council that it would have adopted all other portions of this Interim Ordinance irrespective of any such portion declared invalid.

SECTION 4. Effective Date; Expiration; Extension. Pursuant to Government Code Section 65858, this interim ordinance is an urgency measure of the City Council of the City of Imperial Beach and shall take effect immediately upon passage. This Interim Ordinance shall remain in force and effect for a period of forty-five (45) days from the date of passage of this Ordinance, and shall, thereafter, expire unless and until the City Council has extended this Interim Ordinance by a four-fifths (4/5) vote of the City Council prior to its expiration, all in accordance with Section 65858. The immediate

effective date of this Interim Ordinance is necessary to preserve and protect the public health, safety, and welfare of the residents of the City of Imperial Beach.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Imperial Beach held on August 19, 2009 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

**JACQUELINE M. HALD, CMC
CITY CLERK**

APPROVED AS TO FORM:

**JAMES P. LOUGH
CITY ATTORNEY**

EDMUND G. BROWN JR.
Attorney General



DEPARTMENT OF JUSTICE
State of California

**GUIDELINES FOR THE SECURITY AND NON-DIVERSION
 OF MARIJUANA GROWN FOR MEDICAL USE**
August 2008

In 1996, California voters approved an initiative that exempted certain patients and their primary caregivers from criminal liability under state law for the possession and cultivation of marijuana. In 2003, the Legislature enacted additional legislation relating to medical marijuana. One of those statutes requires the Attorney General to adopt “guidelines to ensure the security and nondiversion of marijuana grown for medical use.” (Health & Saf. Code, § 11362.81(d).¹) To fulfill this mandate, this Office is issuing the following guidelines to (1) ensure that marijuana grown for medical purposes remains secure and does not find its way to non-patients or illicit markets, (2) help law enforcement agencies perform their duties effectively and in accordance with California law, and (3) help patients and primary caregivers understand how they may cultivate, transport, possess, and use medical marijuana under California law.

I. SUMMARY OF APPLICABLE LAW

A. California Penal Provisions Relating to Marijuana.

The possession, sale, cultivation, or transportation of marijuana is ordinarily a crime under California law. (See, e.g., § 11357 [possession of marijuana is a misdemeanor]; § 11358 [cultivation of marijuana is a felony]; Veh. Code, § 23222 [possession of less than 1 oz. of marijuana while driving is a misdemeanor]; § 11359 [possession with intent to sell any amount of marijuana is a felony]; § 11360 [transporting, selling, or giving away marijuana in California is a felony; under 28.5 grams is a misdemeanor]; § 11361 [selling or distributing marijuana to minors, or using a minor to transport, sell, or give away marijuana, is a felony].)

B. Proposition 215 - The Compassionate Use Act of 1996.

On November 5, 1996, California voters passed Proposition 215, which decriminalized the cultivation and use of marijuana by seriously ill individuals upon a physician’s recommendation. (§ 11362.5.) Proposition 215 was enacted to “ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person’s health would benefit from the use of marijuana,” and to “ensure that patients and their primary caregivers who obtain and use marijuana for

¹ Unless otherwise noted, all statutory references are to the Health & Safety Code.

medical purposes upon the recommendation of a physician are not subject to criminal prosecution or sanction.” (§ 11362.5(b)(1)(A)-(B).)

The Act further states that “Section 11357, relating to the possession of marijuana, and Section 11358, relating to the cultivation of marijuana, shall not apply to a patient, or to a patient’s primary caregiver, who possesses or cultivates marijuana for the personal medical purposes of the patient upon the written or verbal recommendation or approval of a physician.” (§ 11362.5(d).) Courts have found an implied defense to the transportation of medical marijuana when the “quantity transported and the method, timing and distance of the transportation are reasonably related to the patient’s current medical needs.” (*People v. Trippet* (1997) 56 Cal.App.4th 1532, 1551.)

C. Senate Bill 420 - The Medical Marijuana Program Act.

On January 1, 2004, Senate Bill 420, the Medical Marijuana Program Act (MMP), became law. (§§ 11362.7-11362.83.) The MMP, among other things, requires the California Department of Public Health (DPH) to establish and maintain a program for the voluntary registration of qualified medical marijuana patients and their primary caregivers through a statewide identification card system. Medical marijuana identification cards are intended to help law enforcement officers identify and verify that cardholders are able to cultivate, possess, and transport certain amounts of marijuana without being subject to arrest under specific conditions. (§§ 11362.71(e), 11362.78.)

It is mandatory that all counties participate in the identification card program by (a) providing applications upon request to individuals seeking to join the identification card program; (b) processing completed applications; (c) maintaining certain records; (d) following state implementation protocols; and (e) issuing DPH identification cards to approved applicants and designated primary caregivers. (§ 11362.71(b).)

Participation by patients and primary caregivers in the identification card program is voluntary. However, because identification cards offer the holder protection from arrest, are issued only after verification of the cardholder’s status as a qualified patient or primary caregiver, and are immediately verifiable online or via telephone, they represent one of the best ways to ensure the security and non-diversion of marijuana grown for medical use.

In addition to establishing the identification card program, the MMP also defines certain terms, sets possession guidelines for cardholders, and recognizes a qualified right to collective and cooperative cultivation of medical marijuana. (§§ 11362.7, 11362.77, 11362.775.)

D. Taxability of Medical Marijuana Transactions.

In February 2007, the California State Board of Equalization (BOE) issued a Special Notice confirming its policy of taxing medical marijuana transactions, as well as its requirement that businesses engaging in such transactions hold a Seller’s Permit. (<http://www.boe.ca.gov/news/pdf/medseller2007.pdf>.) According to the Notice, having a Seller’s Permit does not allow individuals to make unlawful sales, but instead merely provides a way to remit any sales and use taxes due. BOE further clarified its policy in a

June 2007 Special Notice that addressed several frequently asked questions concerning taxation of medical marijuana transactions. (<http://www.boe.ca.gov/news/pdf/173.pdf>.)

E. Medical Board of California.

The Medical Board of California licenses, investigates, and disciplines California physicians. (Bus. & Prof. Code, § 2000, et seq.) Although state law prohibits punishing a physician simply for recommending marijuana for treatment of a serious medical condition (§ 11362.5(c)), the Medical Board can and does take disciplinary action against physicians who fail to comply with accepted medical standards when recommending marijuana. In a May 13, 2004 press release, the Medical Board clarified that these accepted standards are the same ones that a reasonable and prudent physician would follow when recommending or approving any medication. They include the following:

1. Taking a history and conducting a good faith examination of the patient;
2. Developing a treatment plan with objectives;
3. Providing informed consent, including discussion of side effects;
4. Periodically reviewing the treatment's efficacy;
5. Consultations, as necessary; and
6. Keeping proper records supporting the decision to recommend the use of medical marijuana.

(http://www.mbc.ca.gov/board/media/releases_2004_05-13_marijuana.html.)

Complaints about physicians should be addressed to the Medical Board (1-800-633-2322 or www.mbc.ca.gov), which investigates and prosecutes alleged licensing violations in conjunction with the Attorney General's Office.

F. The Federal Controlled Substances Act.

Adopted in 1970, the Controlled Substances Act (CSA) established a federal regulatory system designed to combat recreational drug abuse by making it unlawful to manufacture, distribute, dispense, or possess any controlled substance. (21 U.S.C. § 801, et seq.; *Gonzales v. Oregon* (2006) 546 U.S. 243, 271-273.) The CSA reflects the federal government's view that marijuana is a drug with "no currently accepted medical use." (21 U.S.C. § 812(b)(1).) Accordingly, the manufacture, distribution, or possession of marijuana is a federal criminal offense. (*Id.* at §§ 841(a)(1), 844(a).)

The incongruity between federal and state law has given rise to understandable confusion, but no legal conflict exists merely because state law and federal law treat marijuana differently. Indeed, California's medical marijuana laws have been challenged unsuccessfully in court on the ground that they are preempted by the CSA. (*County of San Diego v. San Diego NORML* (July 31, 2008) --- Cal.Rptr.3d ---, 2008 WL 2930117.) Congress has provided that states are free to regulate in the area of controlled substances, including marijuana, provided that state law does not positively conflict with the CSA. (21 U.S.C. § 903.) Neither Proposition 215, nor the MMP, conflict with the CSA because, in adopting these laws, California did not "legalize" medical marijuana, but instead exercised the state's reserved powers to not punish certain marijuana offenses under state law when a physician has recommended its use to treat a serious medical condition. (See *City of Garden Grove v. Superior Court (Kha)* (2007) 157 Cal.App.4th 355, 371-373, 381-382.)

In light of California's decision to remove the use and cultivation of physician-recommended marijuana from the scope of the state's drug laws, this Office recommends that state and local law enforcement officers not arrest individuals or seize marijuana under federal law when the officer determines from the facts available that the cultivation, possession, or transportation is permitted under California's medical marijuana laws.

II. DEFINITIONS

A. **Physician's Recommendation:** Physicians may not prescribe marijuana because the federal Food and Drug Administration regulates prescription drugs and, under the CSA, marijuana is a Schedule I drug, meaning that it has no recognized medical use. Physicians may, however, lawfully issue a verbal or written recommendation under California law indicating that marijuana would be a beneficial treatment for a serious medical condition. (§ 11362.5(d); *Conant v. Walters* (9th Cir. 2002) 309 F.3d 629, 632.)

B. **Primary Caregiver:** A primary caregiver is a person who is designated by a qualified patient and "has consistently assumed responsibility for the housing, health, or safety" of the patient. (§ 11362.5(e).) California courts have emphasized the consistency element of the patient-caregiver relationship. Although a "primary caregiver who consistently grows and supplies . . . medicinal marijuana for a section 11362.5 patient is serving a health need of the patient," someone who merely maintains a source of marijuana does not automatically become the party "who has consistently assumed responsibility for the housing, health, or safety" of that purchaser. (*People ex rel. Lungren v. Peron* (1997) 59 Cal.App.4th 1383, 1390, 1400.) A person may serve as primary caregiver to "more than one" patient, provided that the patients and caregiver all reside in the same city or county. (§ 11362.7(d)(2).) Primary caregivers also may receive certain compensation for their services. (§ 11362.765(c) ["A primary caregiver who receives compensation for actual expenses, including reasonable compensation incurred for services provided . . . to enable [a patient] to use marijuana under this article, or for payment for out-of-pocket expenses incurred in providing those services, or both, . . . shall not, on the sole basis of that fact, be subject to prosecution" for possessing or transporting marijuana].)

C. **Qualified Patient:** A qualified patient is a person whose physician has recommended the use of marijuana to treat a serious illness, including cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which marijuana provides relief. (§ 11362.5(b)(1)(A).)

D. **Recommending Physician:** A recommending physician is a person who (1) possesses a license in good standing to practice medicine in California; (2) has taken responsibility for some aspect of the medical care, treatment, diagnosis, counseling, or referral of a patient; and (3) has complied with accepted medical standards (as described by the Medical Board of California in its May 13, 2004 press release) that a reasonable and prudent physician would follow when recommending or approving medical marijuana for the treatment of his or her patient.

III. GUIDELINES REGARDING INDIVIDUAL QUALIFIED PATIENTS AND PRIMARY CAREGIVERS

A. State Law Compliance Guidelines.

1. **Physician Recommendation:** Patients must have a written or verbal recommendation for medical marijuana from a licensed physician. (§ 11362.5(d).)

2. **State of California Medical Marijuana Identification Card:** Under the MMP, qualified patients and their primary caregivers may voluntarily apply for a card issued by DPH identifying them as a person who is authorized to use, possess, or transport marijuana grown for medical purposes. To help law enforcement officers verify the cardholder's identity, each card bears a unique identification number, and a verification database is available online (www.calmmp.ca.gov). In addition, the cards contain the name of the county health department that approved the application, a 24-hour verification telephone number, and an expiration date. (§§ 11362.71(a); 11362.735(a)(3)-(4); 11362.745.)

3. **Proof of Qualified Patient Status:** Although verbal recommendations are technically permitted under Proposition 215, patients should obtain and carry written proof of their physician recommendations to help them avoid arrest. A state identification card is the best form of proof, because it is easily verifiable and provides immunity from arrest if certain conditions are met (see section III.B.4, below). The next best forms of proof are a city- or county-issued patient identification card, or a written recommendation from a physician.

4. Possession Guidelines:

a) **MMP:**² Qualified patients and primary caregivers who possess a state-issued identification card may possess 8 oz. of dried marijuana, and may maintain no more than 6 mature or 12 immature plants per qualified patient. (§ 11362.77(a).) But, if “a qualified patient or primary caregiver has a doctor’s recommendation that this quantity does not meet the qualified patient’s medical needs, the qualified patient or primary caregiver may possess an amount of marijuana consistent with the patient’s needs.” (§ 11362.77(b).) Only the dried mature processed flowers or buds of the female cannabis plant should be considered when determining allowable quantities of medical marijuana for purposes of the MMP. (§ 11362.77(d).)

b) **Local Possession Guidelines:** Counties and cities may adopt regulations that allow qualified patients or primary caregivers to possess

² On May 22, 2008, California’s Second District Court of Appeal severed Health & Safety Code § 11362.77 from the MMP on the ground that the statute’s possession guidelines were an unconstitutional amendment of Proposition 215, which does not quantify the marijuana a patient may possess. (See *People v. Kelly* (2008) 163 Cal.App.4th 124, 77 Cal.Rptr.3d 390.) The Third District Court of Appeal recently reached a similar conclusion in *People v. Phomphakdy* (July 31, 2008) --- Cal.Rptr.3d ---, 2008 WL 2931369. The California Supreme Court has granted review in *Kelly* and the Attorney General intends to seek review in *Phomphakdy*.

medical marijuana in amounts that exceed the MMP's possession guidelines. (§ 11362.77(c).)

c) **Proposition 215:** Qualified patients claiming protection under Proposition 215 may possess an amount of marijuana that is “reasonably related to [their] current medical needs.” (*People v. Trippet* (1997) 56 Cal.App.4th 1532, 1549.)

B. Enforcement Guidelines.

1. **Location of Use:** Medical marijuana may not be smoked (a) where smoking is prohibited by law, (b) at or within 1000 feet of a school, recreation center, or youth center (unless the medical use occurs within a residence), (c) on a school bus, or (d) in a moving motor vehicle or boat. (§ 11362.79.)

2. **Use of Medical Marijuana in the Workplace or at Correctional Facilities:** The medical use of marijuana need not be accommodated in the workplace, during work hours, or at any jail, correctional facility, or other penal institution. (§ 11362.785(a); *Ross v. RagingWire Telecomms., Inc.* (2008) 42 Cal.4th 920, 933 [under the Fair Employment and Housing Act, an employer may terminate an employee who tests positive for marijuana use].)

3. **Criminal Defendants, Probationers, and Parolees:** Criminal defendants and probationers may request court approval to use medical marijuana while they are released on bail or probation. The court's decision and reasoning must be stated on the record and in the minutes of the court. Likewise, parolees who are eligible to use medical marijuana may request that they be allowed to continue such use during the period of parole. The written conditions of parole must reflect whether the request was granted or denied. (§ 11362.795.)

4. **State of California Medical Marijuana Identification Cardholders:** When a person invokes the protections of Proposition 215 or the MMP and he or she possesses a state medical marijuana identification card, officers should:

a) Review the identification card and verify its validity either by calling the telephone number printed on the card, or by accessing DPH's card verification website (<http://www.calmmmp.ca.gov>); and

b) If the card is valid and not being used fraudulently, there are no other indicia of illegal activity (weapons, illicit drugs, or excessive amounts of cash), and the person is within the state or local possession guidelines, the individual should be released and the marijuana should not be seized. Under the MMP, “no person or designated primary caregiver in possession of a valid state medical marijuana identification card shall be subject to arrest for possession, transportation, delivery, or cultivation of medical marijuana.” (§ 11362.71(e).) Further, a “state or local law enforcement agency or officer shall not refuse to accept an identification card issued by the department unless the state or local law enforcement agency or officer

has reasonable cause to believe that the information contained in the card is false or fraudulent, or the card is being used fraudulently.” (§ 11362.78.)

5. **Non-Cardholders:** When a person claims protection under Proposition 215 or the MMP and only has a locally-issued (i.e., non-state) patient identification card, or a written (or verbal) recommendation from a licensed physician, officers should use their sound professional judgment to assess the validity of the person’s medical-use claim:

a) Officers need not abandon their search or investigation. The standard search and seizure rules apply to the enforcement of marijuana-related violations. Reasonable suspicion is required for detention, while probable cause is required for search, seizure, and arrest.

b) Officers should review any written documentation for validity. It may contain the physician’s name, telephone number, address, and license number.

c) If the officer reasonably believes that the medical-use claim is valid based upon the totality of the circumstances (including the quantity of marijuana, packaging for sale, the presence of weapons, illicit drugs, or large amounts of cash), and the person is within the state or local possession guidelines or has an amount consistent with their current medical needs, the person should be released and the marijuana should not be seized.

d) Alternatively, if the officer has probable cause to doubt the validity of a person’s medical marijuana claim based upon the facts and circumstances, the person may be arrested and the marijuana may be seized. It will then be up to the person to establish his or her medical marijuana defense in court.

e) Officers are not obligated to accept a person’s claim of having a verbal physician’s recommendation that cannot be readily verified with the physician at the time of detention.

6. **Exceeding Possession Guidelines:** If a person has what appears to be valid medical marijuana documentation, but exceeds the applicable possession guidelines identified above, all marijuana may be seized.

7. **Return of Seized Medical Marijuana:** If a person whose marijuana is seized by law enforcement successfully establishes a medical marijuana defense in court, or the case is not prosecuted, he or she may file a motion for return of the marijuana. If a court grants the motion and orders the return of marijuana seized incident to an arrest, the individual or entity subject to the order must return the property. State law enforcement officers who handle controlled substances in the course of their official duties are immune from liability under the CSA. (21 U.S.C. § 885(d).) Once the marijuana is returned, federal authorities are free to exercise jurisdiction over it. (21 U.S.C. §§ 812(c)(10), 844(a); *City of Garden Grove v. Superior Court (Kha)* (2007) 157 Cal.App.4th 355, 369, 386, 391.)

IV. GUIDELINES REGARDING COLLECTIVES AND COOPERATIVES

Under California law, medical marijuana patients and primary caregivers may “associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes.” (§ 11362.775.) The following guidelines are meant to apply to qualified patients and primary caregivers who come together to collectively or cooperatively cultivate physician-recommended marijuana.

A. Business Forms: Any group that is collectively or cooperatively cultivating and distributing marijuana for medical purposes should be organized and operated in a manner that ensures the security of the crop and safeguards against diversion for non-medical purposes. The following are guidelines to help cooperatives and collectives operate within the law, and to help law enforcement determine whether they are doing so.

1. **Statutory Cooperatives:** A cooperative must file articles of incorporation with the state and conduct its business for the mutual benefit of its members. (Corp. Code, § 12201, 12300.) No business may call itself a “cooperative” (or “co-op”) unless it is properly organized and registered as such a corporation under the Corporations or Food and Agricultural Code. (*Id.* at § 12311(b).) Cooperative corporations are “democratically controlled and are not organized to make a profit for themselves, as such, or for their members, as such, but primarily for their members as patrons.” (*Id.* at § 12201.) The earnings and savings of the business must be used for the general welfare of its members or equitably distributed to members in the form of cash, property, credits, or services. (*Ibid.*) Cooperatives must follow strict rules on organization, articles, elections, and distribution of earnings, and must report individual transactions from individual members each year. (See *id.* at § 12200, et seq.) Agricultural cooperatives are likewise nonprofit corporate entities “since they are not organized to make profit for themselves, as such, or for their members, as such, but only for their members as producers.” (Food & Agric. Code, § 54033.) Agricultural cooperatives share many characteristics with consumer cooperatives. (See, e.g., *id.* at § 54002, et seq.) Cooperatives should not purchase marijuana from, or sell to, non-members; instead, they should only provide a means for facilitating or coordinating transactions between members.

2. **Collectives:** California law does not define collectives, but the dictionary defines them as “a business, farm, etc., jointly owned and operated by the members of a group.” (*Random House Unabridged Dictionary*; Random House, Inc. © 2006.) Applying this definition, a collective should be an organization that merely facilitates the collaborative efforts of patient and caregiver members – including the allocation of costs and revenues. As such, a collective is not a statutory entity, but as a practical matter it might have to organize as some form of business to carry out its activities. The collective should not purchase marijuana from, or sell to, non-members; instead, it should only provide a means for facilitating or coordinating transactions between members.

B. Guidelines for the Lawful Operation of a Cooperative or Collective:

Collectives and cooperatives should be organized with sufficient structure to ensure security, non-diversion of marijuana to illicit markets, and compliance with all state and local laws. The following are some suggested guidelines and practices for operating collective growing operations to help ensure lawful operation.

1. **Non-Profit Operation:** Nothing in Proposition 215 or the MMP authorizes collectives, cooperatives, or individuals to profit from the sale or distribution of marijuana. (See, e.g., § 11362.765(a) [“nothing in this section shall authorize . . . any individual or group to cultivate or distribute marijuana for profit”]).

2. **Business Licenses, Sales Tax, and Seller’s Permits:** The State Board of Equalization has determined that medical marijuana transactions are subject to sales tax, regardless of whether the individual or group makes a profit, and those engaging in transactions involving medical marijuana must obtain a Seller’s Permit. Some cities and counties also require dispensing collectives and cooperatives to obtain business licenses.

3. **Membership Application and Verification:** When a patient or primary caregiver wishes to join a collective or cooperative, the group can help prevent the diversion of marijuana for non-medical use by having potential members complete a written membership application. The following application guidelines should be followed to help ensure that marijuana grown for medical use is not diverted to illicit markets:

- a) Verify the individual’s status as a qualified patient or primary caregiver. Unless he or she has a valid state medical marijuana identification card, this should involve personal contact with the recommending physician (or his or her agent), verification of the physician’s identity, as well as his or her state licensing status. Verification of primary caregiver status should include contact with the qualified patient, as well as validation of the patient’s recommendation. Copies should be made of the physician’s recommendation or identification card, if any;
- b) Have the individual agree not to distribute marijuana to non-members;
- c) Have the individual agree not to use the marijuana for other than medical purposes;
- d) Maintain membership records on-site or have them reasonably available;
- e) Track when members’ medical marijuana recommendation and/or identification cards expire; and
- f) Enforce conditions of membership by excluding members whose identification card or physician recommendation are invalid or have expired, or who are caught diverting marijuana for non-medical use.

4. **Collectives Should Acquire, Possess, and Distribute Only Lawfully Cultivated Marijuana:** Collectives and cooperatives should acquire marijuana only from their constituent members, because only marijuana grown by a qualified patient or his or her primary caregiver may lawfully be transported by, or distributed to, other members of a collective or cooperative. (§§ 11362.765, 11362.775.) The collective or cooperative may then allocate it to other members of the group. Nothing allows marijuana to be purchased from outside the collective or cooperative for distribution to its members. Instead, the cycle should be a closed-circuit of marijuana cultivation and consumption with no purchases or sales to or from non-members. To help prevent diversion of medical marijuana to non-medical markets, collectives and cooperatives should document each member's contribution of labor, resources, or money to the enterprise. They also should track and record the source of their marijuana.

5. **Distribution and Sales to Non-Members are Prohibited:** State law allows primary caregivers to be reimbursed for certain services (including marijuana cultivation), but nothing allows individuals or groups to sell or distribute marijuana to non-members. Accordingly, a collective or cooperative may not distribute medical marijuana to any person who is not a member in good standing of the organization. A dispensing collective or cooperative may credit its members for marijuana they provide to the collective, which it may then allocate to other members. (§ 11362.765(c).) Members also may reimburse the collective or cooperative for marijuana that has been allocated to them. Any monetary reimbursement that members provide to the collective or cooperative should only be an amount necessary to cover overhead costs and operating expenses.

6. **Permissible Reimbursements and Allocations:** Marijuana grown at a collective or cooperative for medical purposes may be:

- a) Provided free to qualified patients and primary caregivers who are members of the collective or cooperative;
- b) Provided in exchange for services rendered to the entity;
- c) Allocated based on fees that are reasonably calculated to cover overhead costs and operating expenses; or
- d) Any combination of the above.

7. **Possession and Cultivation Guidelines:** If a person is acting as primary caregiver to more than one patient under section 11362.7(d)(2), he or she may aggregate the possession and cultivation limits for each patient. For example, applying the MMP's basic possession guidelines, if a caregiver is responsible for three patients, he or she may possess up to 24 oz. of marijuana (8 oz. per patient) and may grow 18 mature or 36 immature plants. Similarly, collectives and cooperatives may cultivate and transport marijuana in aggregate amounts tied to its membership numbers. Any patient or primary caregiver exceeding individual possession guidelines should have supporting records readily available when:

- a) Operating a location for cultivation;
- b) Transporting the group's medical marijuana; and
- c) Operating a location for distribution to members of the collective or cooperative.

8. **Security:** Collectives and cooperatives should provide adequate security to ensure that patients are safe and that the surrounding homes or businesses are not negatively impacted by nuisance activity such as loitering or crime. Further, to maintain security, prevent fraud, and deter robberies, collectives and cooperatives should keep accurate records and follow accepted cash handling practices, including regular bank runs and cash drops, and maintain a general ledger of cash transactions.

C. **Enforcement Guidelines:** Depending upon the facts and circumstances, deviations from the guidelines outlined above, or other indicia that marijuana is not for medical use, may give rise to probable cause for arrest and seizure. The following are additional guidelines to help identify medical marijuana collectives and cooperatives that are operating outside of state law.

1. **Storefront Dispensaries:** Although medical marijuana “dispensaries” have been operating in California for years, dispensaries, as such, are not recognized under the law. As noted above, the only recognized group entities are cooperatives and collectives. (§ 11362.775.) It is the opinion of this Office that a properly organized and operated collective or cooperative that dispenses medical marijuana through a storefront may be lawful under California law, but that dispensaries that do not substantially comply with the guidelines set forth in sections IV(A) and (B), above, are likely operating outside the protections of Proposition 215 and the MMP, and that the individuals operating such entities may be subject to arrest and criminal prosecution under California law. For example, dispensaries that merely require patients to complete a form summarily designating the business owner as their primary caregiver – and then offering marijuana in exchange for cash “donations” – are likely unlawful. (*Peron, supra*, 59 Cal.App.4th at p. 1400 [cannabis club owner was not the primary caregiver to thousands of patients where he did not consistently assume responsibility for their housing, health, or safety].)

2. **Indicia of Unlawful Operation:** When investigating collectives or cooperatives, law enforcement officers should be alert for signs of mass production or illegal sales, including (a) excessive amounts of marijuana, (b) excessive amounts of cash, (c) failure to follow local and state laws applicable to similar businesses, such as maintenance of any required licenses and payment of any required taxes, including sales taxes, (d) weapons, (e) illicit drugs, (f) purchases from, or sales or distribution to, non-members, or (g) distribution outside of California.



AGENDA ITEM NO. 4.1

**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER

MEETING DATE: AUGUST 19, 2009

ORIGINATING DEPT.: CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING MUNICIPAL CODE CHAPTER 9.10, RELATING TO SKATEBOARD AND ROLLER SKATE RIDING

BACKGROUND:

The City Council has been working for a long time to construct a skate park in the City to better serve its citizens' recreational interests. However, the existing ordinances governing skateboard and roller skate riding in the City of Imperial Beach (specifically Section 9.10.040) make it illegal to construct a skate park.

Even if it were otherwise legal to construct a skate park in Imperial Beach, the State Legislature has prohibited government agencies from operating a skate park unless the agency enacts an ordinance prohibiting use of the facility without wearing a helmet and elbow and kneepads.

On non-skate park public property, the Attorney General has opined that cities may in some instances be held liable for injuries suffered by skateboarders engaging in their sport on public property. Currently, the Municipal Code prohibits skateboarding on certain private property, and prohibits skating on public property which interferes with use of the public property or interferes with others' safety.

Under the current ordinance, all skate law violations are deemed misdemeanors, exposing the offender to up to six months in jail and requiring the city and the court system to provide the offender with a jury trial.

DISCUSSION:

The proposed ordinance removes the legal obstacle to constructing a skate park in Imperial Beach by allowing the City Manager or his designee to design, build, maintain, improve, or repair a skate park approved by resolution of the City Council.

This ordinance also addresses the State Legislature's requirement that the City prohibit use of any skate park unless the user wears a helmet and elbow and kneepads. Those who do not comply with these rules may face any sanctions normally authorized by the Municipal Code for violations.

A review of the Municipal Code provisions relating to skateboarding and roller skating indicate that making two changes to the ordinance could help increase skateboarder safety and decrease potential liability. The Attorney General opined that under some circumstances cities might be liable for injuries to skaters on public property. One change to help minimize liability is

a change to Section 9.10.030 which would also make it illegal to skate on public property in a manner that interferes with the skateboarder's safety, and not just the safety of others. Second, the proposed ordinance would require use of helmets and elbow and knee pads on public property in general, and not just in a skate park. It would be difficult for the city to acknowledge (under compulsion from the Legislature) that helmets and pads are needed for skating in a skate park, but not needed for skating anywhere else on public property.

A review of the existing ordinance also suggests that the city should use the default penalty provisions in its code instead of making each offense a misdemeanor. Under the city's default penalty provisions, an offense can be charged either as a misdemeanor or infraction (like a traffic ticket, punishable only by fines) at the City Attorney's discretion. Making this change will allow enforcement of the skating ordinance without requiring the city to always go through the time and expense of a jury trial over whether someone was skating on private property.

At the City Council meeting of August 5, 2009 City Council conducted the first reading of this ordinance. As part of the motion, City Council requested a review of this ordinance should state legislation AB 874 (Saldaña), eliminating the knee-and-elbow-pad requirement for skaters, be approved.

ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) because it is not a project as defined in Section 15378.

FISCAL IMPACT:

This ordinance has an unknown fiscal impact on the City. It could result either in additional expenses or savings, depending on how the City Manager administers contracts for professional services pursuant to this ordinance.

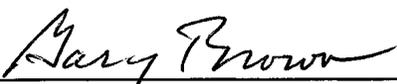
DEPARTMENT RECOMMENDATION:

Staff Recommends the Mayor and City Council:

1. Receive report;
2. Mayor calls for the reading of the title of amended Ordinance No. 2009-1088 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING CHAPTER 9.10 OF THE MUNICIPAL CODE RELATING TO SKATEBOARD AND ROLLER SKATE RIDING;"
3. City Clerk to read Ordinance 2009-1088; and
4. Motion to dispense with the second reading and adopt Ordinance No. 2009-1088 by title only and return to City Council with a review of this ordinance should state legislation AB 874 (Saldaña), eliminating the knee-and-elbow-pad requirement for skaters, be approved.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachment:

1. Ordinance No. 2009-1088

ORDINANCE NO. 2009-1088

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING MUNICIPAL CODE SECTIONS 9.10.030 AND 9.10.040 AND REPEALING SECTION 9.10.050, RELATING TO SKATEBOARD AND ROLLER SKATE RIDING

WHEREAS, the City of Imperial Beach aspires to create a skate park to better serve the recreational interests of its citizens; and

WHEREAS, under the current Municipal Code provisions governing skating, it is illegal for any person – including city employees – to install the facilities needed to create a skate park; and

WHEREAS, the City Council for the City of Imperial Beach seeks to remove legal obstacles to the creation of a skate park; and

WHEREAS, the City of Imperial Beach believes that not all offenses under Chapter 9.10 of the Municipal Code need to be treated as misdemeanors and would prefer to permit violations to be charged as infractions in appropriate cases as with most other violations of a municipal code; and

WHEREAS, Vehicle Code section 21967 gives local government entities broad authority to prohibit or restrict skateboard activities on public streets and highways.

NOW, THEREFORE, the City Council of Imperial Beach hereby ordains as follows:

SECTION 1. Section 9.10.030 is amended to read as follows:

9.10.030. Interference with public.

It is unlawful for any person to ride roller skates, a skateboard, or similar conveyance in such a manner as to:

- A. Interfere with the lawful use of public property by one or more members of the public;
- B. Endanger the safety of the rider or one or more members of the public who are lawfully using public property;
- C. Interfere with pedestrian or vehicular traffic on a public right-of-way;
- D. In violation of Section 12.56.050 or 12.68.010.

SECTION 2. Section 9.10.040 is amended to read as follows:

9.10.040. Ramps prohibited on public property.

A. It is unlawful for any person to use, construct or place upon any public property a ramp, jump, platform or similar device intended for use by a person riding a bicycle, skateboard, roller skates or similar wheeled device. This section does not prohibit the City Manager or his or her designee from constructing, improving, or maintaining any ramp, platform or similar device at an area approved by resolution of the City Council per Section 12.56.050. Nor does this

section prohibit any person from using any ramp, platform, or similar device placed at any such area by the City Manager or his or her designee, except that any person using such facility must wear the safety equipment designated in Section 12.56.050.

B. The costs incurred by the city in removing a ramp, jump, platform or similar device placed contrary to this section shall be a charge imposed upon and payable by the individual violating this section. If the individual violating this section is a minor, then the charge shall be imposed against the individual's custodial parent, parents or guardians. (Ord. 99-935 § 1 (part), 1999)

SECTION 3. Section 9.10.050 is repealed.

SECTION 2. The City Clerk is directed to prepare and have published a summary of this ordinance no less than five days prior to the consideration of its adoption and again within 15 days following adoption indicating votes cast.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Imperial Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code section 36933.

INTRODUCED at a regular meeting of the City Council of the City of Imperial Beach, California, on the ___ day of August 2009 and **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, on the ___ day of August 2009 by the following roll call vote:

AYES: **COUNCILMEMBERS:**
NOES: **COUNCILMEMBERS:**
ABSENT: **COUNCILMEMBERS:**

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

APPROVED AS TO FORM:

JAMES P. LOUGH
CITY ATTORNEY



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: CITY COUNCIL/REDEVELOPMENT AGENCY
FROM: GARY BROWN, CITY MANAGER/EXECUTIVE DIRECTOR
MEETING DATE: August 19, 2009
ORIGINATING DEPT.: PUBLIC WORKS
SUBJECT: RESOLUTION NOS. 2009-6794 AND R-09-189 – MAKING FINDINGS AND DETERMINATIONS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33445 RELATING TO THE FUNDING OF PUBLIC WORKS YARD EXPANSION PROJECT (MF 950)

BACKGROUND:

On September 2, 2009, the City Council of the City of Imperial Beach will consider the approval of DRC 080009, and SPR 080010 and the Coastal Commission will consider the approval of CDP 6-09-030 at a future hearing for the expansion of the Imperial Beach Public Works Yard ("Yard") located at 495 10th Street in the PF Zone to accommodate increased programs and to relocate some operations from the west to the south side of the yard. The redesign and construction of the Yard includes 800 square feet of office expansion, new loading ramp over railroad tracks, removal of existing loading ramps, new entry drive, new public and City parking area with landscaping, new public asphalt bike path and bike parking, new chain-link fencing with landscaping, an oil containment enclosure, exposed rails, expansion of material bins, installation of storm water controls (e.g. grass swales), and removal of trees along the south boundary of the Yard ("Project").

DISCUSSION:

The estimated total cost of the project is \$676,000.00 to be funded from tax increment monies, allocated and paid to the Redevelopment Agency of the City of Imperial Beach ("Agency") pursuant to Health and Safety Code section 33670(b). Use of tax increment monies to fund the construction of a publicly owned building requires a noticed public hearing in accordance with Health and Safety Code section 33679. At the noticed public hearing, the City Council/ Redevelopment Agency must make the relevant findings pursuant to Health and Safety Code section 33445.

Conclusion:

The use of tax increment monies for a public project requires the City Council/ Redevelopment Agency to make findings in accordance with Health and Safety Code section 33445. Therefore, they may adopt Resolution No. 2009-6794 and Resolution No. R-09-189, with the said required findings to authorize the use of said monies.

ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) because it is not a project as defined in CEQA Guidelines Section 15378. The proposed action merely authorizes funding for a project for which a draft mitigated negative declaration (SCH# 2009071093) has been prepared but the proposed funding authorization does not bind the City or the Agency to approve any entitlements for the project.

FISCAL IMPACT:

The fiscal impact to the Redevelopment Agency is \$676,000.00 in tax increment monies to fund the redesign and the construction of the project.

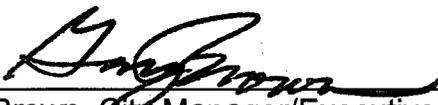
DEPARTMENT RECOMMENDATION:

Staff recommends the City Council/Redevelopment Agency:

1. Declare the public hearing open;
2. Receive this report and public comment;
3. Close the public hearing; and
4. Motion to adopt Resolution No. 2009-6794 and Resolution No. R-09-189, making findings and determinations pursuant to Health and Safety Code section 33445 relating to the funding of Public Works Yard expansion project (MF (950)).

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gary Brown, City Manager/Executive Director

Attachments:

1. Resolution No. 2009-6794
2. Resolution No. R-09-189

RESOLUTION NO. 2009-6794**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, MAKING FINDINGS AND DETERMINATIONS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33445 RELATING TO THE FUNDING OF PUBLIC WORKS YARD EXPANSION PROJECT (MF 950)**

WHEREAS, on September 2, 2009, the City Council of the City of Imperial Beach will consider the approval of DRC 080009 and SPR 080010 and the California Coastal Commission will consider the approval of CDP 6-09-030 at a future hearing for the expansion of the Public Works Yard located at 495 10th St. in the PF Zone to accommodate increased programs and relocate some operations from the west to the south side; and

WHEREAS, the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project in the City of Imperial Beach and the Five-Year Implementation Plan for the Palm Avenue/Commercial Redevelopment Project of the Imperial Beach Redevelopment Agency provide for the redesign and construction of the Imperial Beach Public Works Yard ["Yard"]. The Public Works Yard Expansion Project (MF 950) includes 800 square feet of office expansion, new loading ramp over railroad tracks, removal of existing loading ramps, new entry drive, new public and City parking area with landscaping, new public asphalt bike path and bike parking, new chain-link fencing with landscaping, an oil containment enclosure, exposed rails, expansion of material bins, installation of storm water controls (e.g. grass swales), and removal of trees along the south boundary of the Yard ["Project"]; and

WHEREAS, the City Council held a noticed public hearing on August 19, 2009, and made available for public inspection and copying a summary, in accordance with Health and Safety Code section 33679.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. In accordance with Health and Safety Code section 33445(a), the City Council determines:
 - a. that the Project is a benefit to the project area or the immediate neighborhood in which the Project is located because it will improve the character of the immediate neighborhood and eliminate visual blight of this industrial facility; and
 - b. that no other reasonable means of financing the Project is available to the community because of the general financial condition of the City due to declining tax revenue and because the City of Imperial Beach has the lowest per capita retail sales tax in San Diego County; and
 - c. that the payment of funds for the Project will assist in the elimination of one or more blighting conditions inside the project area, and is consistent with the implementation plan adopted by the Imperial Beach Redevelopment Agency pursuant to Health and Safety Code section 33490 because it will help eliminate and prevent the spread of blight and deterioration, help eliminate adverse neighborhood conditions, and help prevent the acceleration of such conditions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of August 2009, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

RESOLUTION NO. R-09-189**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, MAKING FINDINGS AND DETERMINATIONS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33445 RELATING TO THE FUNDING OF PUBLIC WORKS YARD EXPANSION PROJECT (MF 950)**

WHEREAS, on September 2, 2009, the City Council of the City of Imperial Beach will consider the approval of DRC 080009 and SPR 080010 and the California Coastal Commission will consider the approval of CDP 6-09-030 at a future hearing for the expansion of the Public Works Yard located at 495 10th St. in the PF Zone to accommodate increased programs and relocate some operations from the west to the south side; and

WHEREAS, the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project in the City of Imperial Beach and the Five-Year Implementation Plan for the Palm Avenue/Commercial Redevelopment Project of the Imperial Beach Redevelopment Agency provide for the redesign and construction of the Imperial Beach Public Works Yard ["Yard"]. The Public Works Yard Expansion Project (MF 950) includes 800 square feet of office expansion, new loading ramp over railroad tracks, removal of existing loading ramps, new entry drive, new public and City parking area with landscaping, new public asphalt bike path and bike parking, new chain-link fencing with landscaping, an oil containment enclosure, exposed rails, expansion of material bins, installation of storm water controls (e.g. grass swales), and removal of trees along the south boundary of the Yard ["Project"]; and

WHEREAS, the Redevelopment Agency held a noticed public hearing on August 19, 2009, and made available for public inspection and copying a summary, in accordance with Health and Safety Code section 33679.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Imperial Beach as follows:

1. In accordance with Health and Safety Code section 33445(a), the Board determines:
 - a. that the Project is a benefit to the project area or the immediate neighborhood in which the Project is located because it will improve the character of the immediate neighborhood and eliminate visual blight of this industrial facility; and
 - b. that no other reasonable means of financing the Project is available to the community because of the general financial condition of the City due to declining tax revenue and because the City of Imperial Beach has the lowest per capita retail sales tax in San Diego County; and
 - c. that the payment of funds for the Project will assist in the elimination of one or more blighting conditions inside the project area, and is consistent with the implementation plan adopted by the Imperial Beach Redevelopment Agency pursuant to Health and Safety Code section 33490 because it will help eliminate and prevent the spread of blight and deterioration, help eliminate adverse neighborhood conditions, and help prevent the acceleration of such conditions.

PASSED, APPROVED, AND ADOPTED by the Redevelopment Agency of the City of Imperial Beach at its meeting held on the 19th day of August 2009, by the following roll call vote:

AYES: BOARDMEMBERS:
NOES: BOARDMEMBERS:
ABSENT: BOARDMEMBERS:

JAMES C. JANNEY
CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, CMC
SECRETARY



STAFF REPORT CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: AUGUST 19, 2009

ORIGINATING DEPT.: FINANCE DEPARTMENT *MB*

SUBJECT: AMEND FISCAL YEAR 2009-10 BUDGET TO ADDRESS
STATE BUDGET IMPACTS

BACKGROUND:

This report discusses the State Budget impacts to the City of Imperial Beach and requests Council approval to reprioritize programs to rebalance the budget as a result of these impacts.

DISCUSSION:

The Governor signed the budget on July 28, 2009. The State bridged a projected \$26 billion budget gap in part by diverting local funds back to the State. These actions will cause serious negative impacts to local agencies. Moreover, the State will likely face more deficit funding decisions in the near future given the economy, reliance on onetime fixes, and the threat of several State Budget law suits. State proposals that were not adopted, warn us of potential future actions. These potential actions include: the diversion of the entire street maintenance local Gas Tax funds; elimination of COPS police funding, and re-establishment of jail booking costs.

Given the continued State budget problems, the key discussion question is: what level of budget reduction measures should the City adopt now to deal with probable continued State taking of local funds. If the City adopts draconian measures in order to have greater flexibility to respond to the State, then there is a corresponding severe impact to local programs and redevelopment efforts. Severe impacts could translate to reductions in: street maintenance, graffiti elimination, reductions in housing programs such as the Clean and Green program, and the stoppage of all redevelopment funded capital projects. If the City takes a more moderate policy by utilizing reserves to mitigate impacts to current programs, then there is a potential of exacerbating our own tentative financial situation. Low impact strategies would use reserves or temporary loans to the Redevelopment Agency to cover the cost of the State impact, thereby minimizing the State impacts to city programs, but moderately reducing General Fund reserves for three years.

FISCAL IMPACT:

The following is a brief description of the State Budget impacts:

Redevelopment Agency Impacts:

One of the actions the State of California took to balance their budget was to take \$2.085 billion in local redevelopment agency revenues. The impact to the Imperial Beach Redevelopment Agency is \$2.7 million in the current fiscal year and \$0.5 million in Fiscal Year 2010-11. Without corrective action, the State's action of taking redevelopment funds will cause the fund to go from a \$1.0 million positive balance to a \$1.7 million deficit. The \$3.2 million State hit is equivalent to wiping out over 2 years of available annual redevelopment non-housing funds.

Redevelopment Non-Housing	
Revenue	
Tax Increment Revenues	\$6,312,000
Interest Income	\$229,000
Total Revenues	\$6,541,000
Expenses	
Pass Thru to Other Districts	(\$1,547,000)
County TI Admin Costs	(\$50,000)
Debt Service	(\$1,673,400)
Graffiti Removal Program	(\$209,000)
CIP Projects FY 2009-10	(\$417,000)
Operations Labor	(\$781,000)
Operations Other Costs	(\$897,000)
Total Expenses	(\$5,574,400)
Available for Programs/New Debt	\$966,600
State Budget Impact (09-10)	(\$2,665,000)
Imbalance After State Impact	(\$1,698,400)

The California Redevelopment Association has threatened to sue the State to prevent this transfer of redevelopment tax increment funds. Similarly, last fiscal year the State attempted to take \$370 million from redevelopment agencies and \$0.5 million from the City's redevelopment Agency. A judge ruled the action illegal primarily because it was not ultimately used for redevelopment purposes. The Legislature tried to address this issue by passing the redevelopment funds to schools within redevelopment areas. The payment to the State is due in May 2010.

City General Fund Impacts:

The State Budget approved "borrowing" \$1.9 billion of local property taxes from local governments as allowed under Proposition 1A (some may question the legality of this borrowing and this memo is not meant to address legality) . The impact to the City of Imperial Beach is \$345,000. The State is required to repay (with interest) the borrowed funds by June 30, 2013. The interest rate is to be determined by the State Controller not to exceed 6%.

Recommended Actions to Offset State Budget Impacts:

Due to the State induced imbalance to the Redevelopment Non-Housing Fund, staff is proposing a moderate approach to rebalance the fund by: (1) suspending some currently approved redevelopment funded projects; and (2) earmarking General Fund reserves to be utilized to establish a short term loan to the redevelopment fund.

Table 1 lists six projects recommended for suspension for two years (could be reinstated sooner if the State Budget impact is ruled illegal). This savings and savings from projects recently completed would reduce the imbalance from \$1.7 million to approximately \$0.7 million.

Table 1: Suspend for 2 Years		
Sand Compatibility (SCOUP)	R09801	\$ 39,000
Eco Route Tourism Study	S04101	\$ 55,000
Marina Vista Master Plan	F05501	\$ 121,000
PW Admin/Community Access	F05101	\$ 286,000
Sports Park Master Plan	P05401	\$ 180,000
Bayside Master Plan	R05101	\$ 171,000
Total Suspended		\$ 852,000

In addition to the imbalance caused by the State, the Redevelopment Fund potentially may be the funding source for other redevelopment opportunities as decided by Council. These potential projects could total \$0.7 million. A three year loan from the General Fund of \$2.0 million would cover the remaining imbalance, potential projects costs, and provide cash flow for the first year debt service. At 6.0% interest, the General Fund would receive approximately \$60,000 of interest per year for three years.

Table 2 lists other redevelopment non-housing projects. Three projects are suggested to be held pending further information (such as potential grant funding). These projects could be suspended for additional savings if certain events do not materialize. Staff is proposing that 4 high priority projects continue.

Hold until Further Information		
Palm Ave Com Corridor MP	R05205	\$ 196,000
Reg Beach Sand Project 2	R08801	\$ 167,000
Date Ave Street End Imp.	S08103	\$ 418,000
Total Hold		\$ 781,000
Continued Projects		
S/D Intercep @ 8th Calla	D08101	\$ 251,000
Street Improvement Phase 3	S04108	\$ 1,213,000
Façade Improvement Program	R05102	\$ 269,000
Palm Ave Street End Plaza	S08102	\$ 20,000
Total Continuing		\$1,753,000

Staff is further recommending that the General Fund Reserve be used to offset the State "borrowing" of General Fund property taxes (\$345,000). The General Fund Reserve will total approximately \$5 million after the redevelopment loan and the property tax State loan.

DEPARTMENT RECOMMENDATION:

Staff recommends that Council approve the attached resolutions that amend the Fiscal Year 2009-10 Budget to rebalance funds impacted by the State Budget.

CITY MANAGER'S RECOMMENDATION: Approve Department recommendation.



 Gary R. Brown, City Manager

Attachments:

1. Resolution 2009-6798
2. Redevelopment Resolution R-09-190
3. Listing of Non-Housing Tax Increment Projects

RESOLUTION NO. 2009-6798

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING THE FISCAL YEAR 2009-10 BUDGET TO ADDRESS STATE BUDGET IMPACTS

WHEREAS, the City Council has reviewed the negative financial impacts of the State Budget relative to the City of Imperial Beach; and

WHEREAS, these impacts have caused an imbalance in the Redevelopment Non-Housing Fund: and

WHEREAS, The State intends to borrow City of Imperial Beach property tax revenues

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. The General Fund Fiscal Year 2009-10 Budget is hereby amended by adding \$345,000 from General Fund Reserves to offset the State Prop 1A property tax borrowing.
2. The General Fund Fiscal Year 2009-10 Budget is hereby amended by up to \$2,000,000 from General Fund Reserves to loan the Imperial Beach Redevelopment Agency funds to offset imbalances caused by State Budget impacts.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of August 2009, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

RESOLUTION NO. R-09-190

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING THE FISCAL YEAR 2009-10 BUDGET TO ADDRESS STATE BUDGET IMPACTS

WHEREAS, the Board has reviewed the negative financial impacts of the State Budget relative to the Redevelopment Agency of the City of Imperial Beach; and

WHEREAS, these impacts have caused an imbalance in the Redevelopment Non-Housing Fund: and

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Agency of the City of Imperial Beach as follows:

1. The Redevelopment Agency non-housing fund suspends \$852,000 of Capital Improvement projects to offset imbalances caused by State Budget impacts.
2. The Redevelopment Agency non-housing fund's Fiscal Year 2009-10 Budget is hereby amended by adding \$2,665,000 for the State Budget payment in May 2010.
3. The Redevelopment Agency non-housing fund's Fiscal Year 2009-10 Budget is amended to make debt payments to the City's General Fund for a loan for up to \$2,000,000 caused by the State Budget impacts.

PASSED, APPROVED, AND ADOPTED by the Redevelopment Agency of the City of Imperial Beach at its meeting held on the 19th day of August 2009, by the following roll call vote:

AYES: BOARDMEMBERS:
NOES: BOARDMEMBERS:
ABSENT: BOARDMEMBERS:

JAMES C. JANNEY, CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

ATTACHMENT 3

Non-Housing Tax Increment Projects

Program	Project Description	Project #	Project Budget	Total Committed	Budget Remaining
Comm Development	BAYSIDE MASTER PLAN	R05101	\$171,000	\$0	\$171,000
	FACADE IMPROVEMENT PRGRAM	R05102	\$950,000	\$681,138	\$268,862
	Palm Ave Com Corridor MP	R05205	\$300,000	\$103,584	\$196,416
	Reg Beach Sand Project 2	R08801	\$167,000	\$0	\$167,000
	SAND COMPATIBILITY(SCOUP)	R09801	\$40,000	\$100	\$39,900
Comm Development Total			\$1,628,000	\$784,822	\$843,178
Drainage	S/D Intercep @ 8th Calla	D08101	\$279,000	\$27,648	\$251,352
Drainage Total			\$279,000	\$27,648	\$251,352
Facilities	MARINA VISTA MASTER PLAN	F05501	\$204,000	\$82,202	\$121,798
	PUBLIC WORKS MASTER PLAN	F05101	\$676,000	\$390,258	\$285,742
Facilities Total			\$880,000	\$472,460	\$407,540
Parks	SPORTS PARK MASTER PLAN	P05401	\$204,000	\$24,145	\$179,855
Parks Total			\$204,000	\$24,145	\$179,855
Streets	Date Ave Street End Imp.	S08103	\$500,000	\$82,093	\$417,907
	ECO-ROUTE (TOURISM STUDY)	S04101	\$60,000	\$5,079	\$54,921
	Palm Ave Street End Plaza	S08102	\$50,000	\$30,000	\$20,000
	STREET IMPROVE PHASE III	S04108	\$2,376,178	\$1,162,921	\$1,213,257
Streets Total			\$2,986,178	\$1,280,092	\$1,706,086
Grand Total			\$5,977,178	\$2,589,166	\$3,388,012



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: AUGUST 19, 2009

ORIGINATING DEPT.: PUBLIC WORKS

**SUBJECT: REVIEW OF SPORTS PARK SKATE PARK DESIGN –
CIP P07-101**

BACKGROUND: On May 6, 2009, City Council was briefed on a Skate Park concept which proposed the construction of a skate park in an area of Sports Park south of the Sports Park Recreation Center and adjacent to and partly including the outdoor basketball court. The area proposed was approximately 7,500 square feet. See Attachment 1. Following the presentation, City Council authorized the City Manager or his designee to enter into a contract with a skate park design consultant for skate park design services in an amount not to exceed \$35,000.

DISCUSSION: The City Manager entered into an agreement with Grindline Skateparks, Inc. on June 1, 2009, for the consultant to design an approximate 7,500 square foot concrete skate park in the City's Sports Park. The Agreement compensation was not to exceed \$27,360.00 for the services outlined in the Agreement.

Given that the total project funds available at the time of the Agreement were approximately \$130,000, the consultant was to provide a project design that would or could be built in phases, two or more, such that the first phase construction would remain within the existing available budget – approximately \$100,000.

City staff and Grindline Skateparks, Inc. held and advertised a community meeting with interested skateboarders and adults on June 25, 2009, at the Sports Park Recreation Center to outline the project scope to the community and to solicit their input on the elements of a 7,500 square foot skate park. Grindline Skateparks, Inc. took that input back to their office and worked up a plan to maximize the skate park elements requested by those present at the meeting.

On August 6, 2009, Grindline Skateparks, Inc. returned to the City with a proposed design for Sports Park Skate Park. This design was presented to interested community members at an advertised public meeting. The design concept – phase 1 and subsequent phase(s) - shown is provided in Attachment 2 herewith. The design elements for both phase 1 and subsequent phases were met with general approval from those present. The participants were invited to suggest modifications or concerns to the proposed design. Those modifications or concerns were taken back to the Grindline Skateparks, Inc. office to further refine the proposed design.

It is the intent of this staff report to present to City Council the proposed design, as well as any suggested modifications to the proposed design resulting from the August 6, 2009, community meeting. Further, it is the intent of this staff report to allow City Council to review and confirm the direction staff and Grindline Skateparks, Inc. are proceeding. Finally, the staff report is an opportunity for residents and other interested parties to comment to City Council on the proposed skate park design.

Assuming City Council is satisfied with the staff and consultant work to date, the following schedule is proposed:

- Convert design to construction drawings – NLT October 2009.
- Discretionary Permit (Environmental Documents) – January 2010.
- City Council Approval/File NOD – January/February 2010.
- Coastal Commission Review – March/April 2010.
- Advertise for RFP – Construction – April/May 2010.
- Award construction contract – May/June 2010.
- Begin construction – June/July 2010.
- Project, Phase 1, complete – September 2010.

If City Council desires to complete the entire project at one time and not phase the project as funds become available, Staff recommends that this direction be given at this meeting. Staff will return at a subsequent City Council meeting with a budget amendment resolution transferring funds from one or more other approved CIP projects or City reserves to the Skate Park CIP project. This action would most likely defer action/completion on one or more of the approved CIP project(s). It is estimated that the design, administration, and construction of the complete 7,500 square foot skate park is \$400,000.

ENVIRONMENTAL DETERMINATION: According to the City Planner, this project will require an appealable costal development permit. To satisfy CEQA, it will likely need a Mitigated Negative Declaration (MND). Staff will need data regarding parking demand, traffic and noise impacts. Addressing these issues will be one of the next tasks for this project.

FISCAL IMPACT: To date all funds available are donated funds from various community agencies, and private individuals.

- | | |
|-----------------------|-------------|
| • Available funding | *\$142,000 |
| • Design consultant | (\$ 27,360) |
| • Contract management | (\$ 9,640) |
| • Available Balance | \$ 105,000 |

* \$7,000 more than budgeted. Will return with a budget amendment.

Total project cost for all phases is estimated at \$400,000.

DEPARTMENT RECOMMENDATION:

1. Receive this report;
2. Comment on project design and development timeline;
3. Receive any comments from the public; and
4. Give direction to City staff to proceed with the project (Phase 1 or whole) – with or without modifications described above or in the staff presentation.

CITY MANAGER'S RECOMMENDATION:

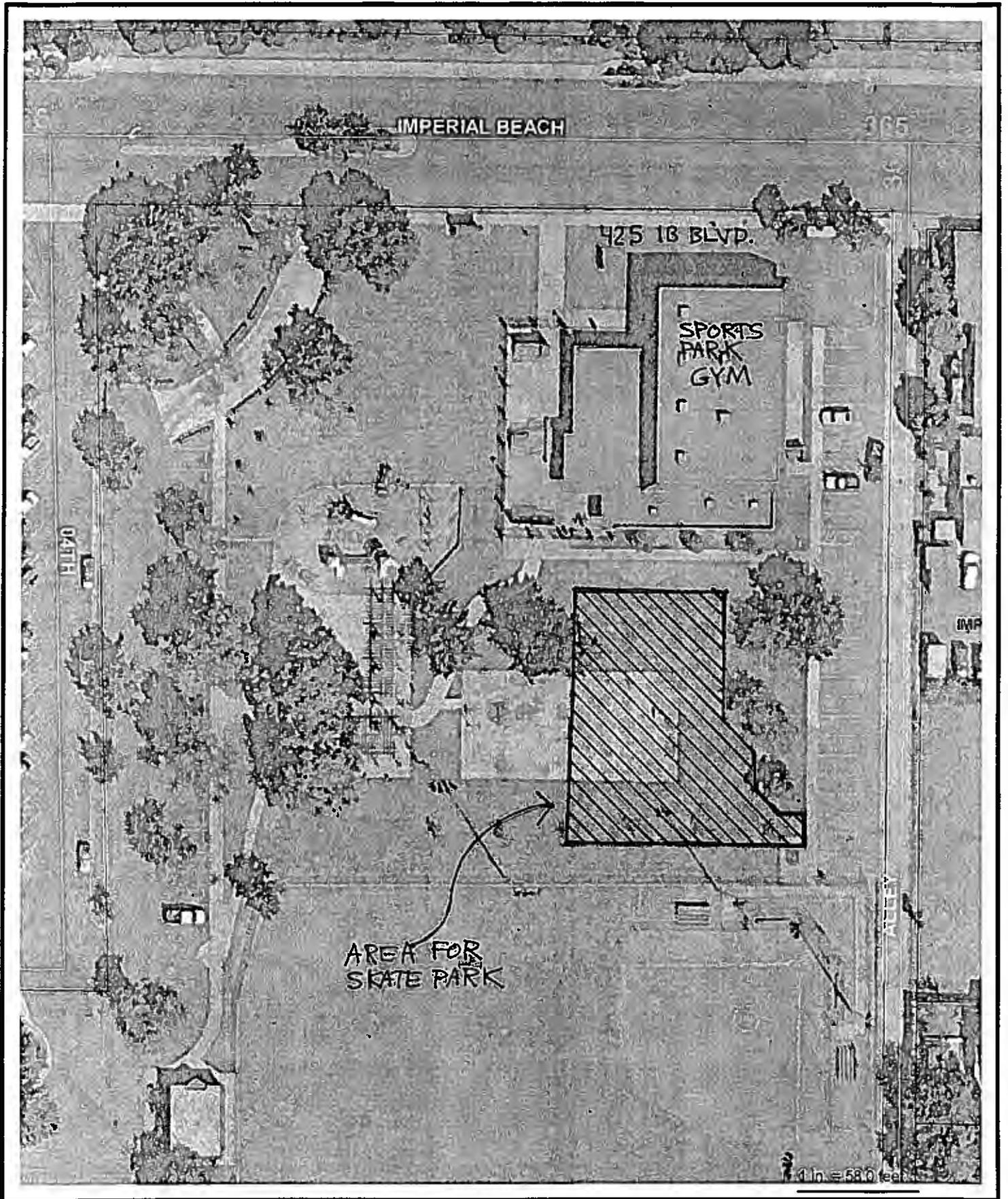
Approve Department recommendation.



Gary Brown, City Manager

Attachments:

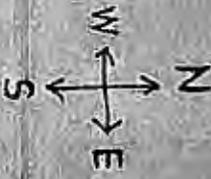
1. Sketch of area proposed for the Sports Park Skate Park – as provided to City Council May 6, 2009
2. Concept drawing of proposed Sports Park Skate Park – as presented to the Skating community August 6, 2009.



Title Line 1



BALL FIELDS



BOOCH

PICNIC AREA

TOT LOT
PLAYGROUND

BUFFER AREA

1/2 BASKETBALL
COURT TO
REMAIN

SIDEWALK

ENTRANCE TO
GYM > PATIO

1/2 BASKETBALL
COURT TO BE
REMOVED OR
INCORPORATED
INTO SKATE
PARK

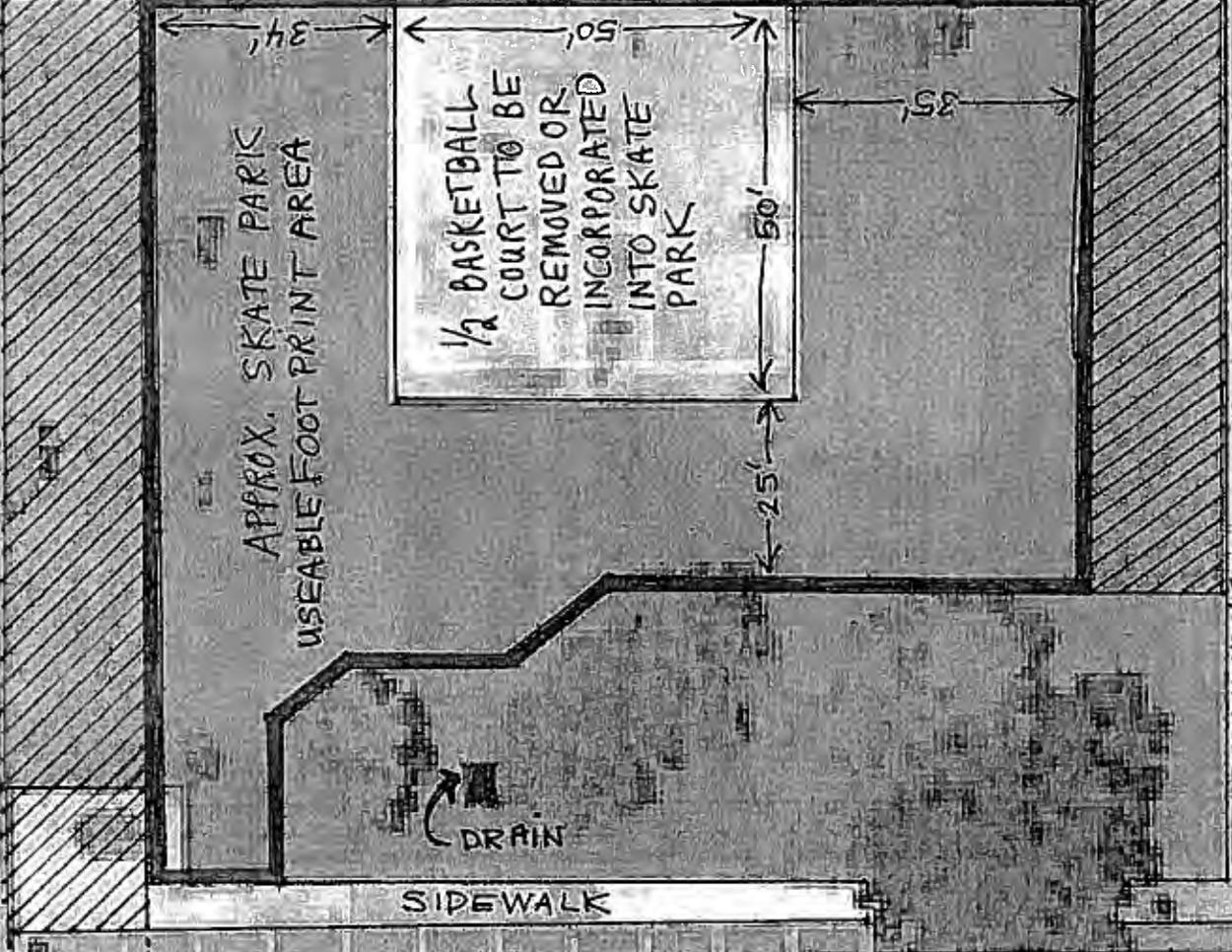
APPROX. SKATE PARK
USEABLE FOOT PRINT AREA

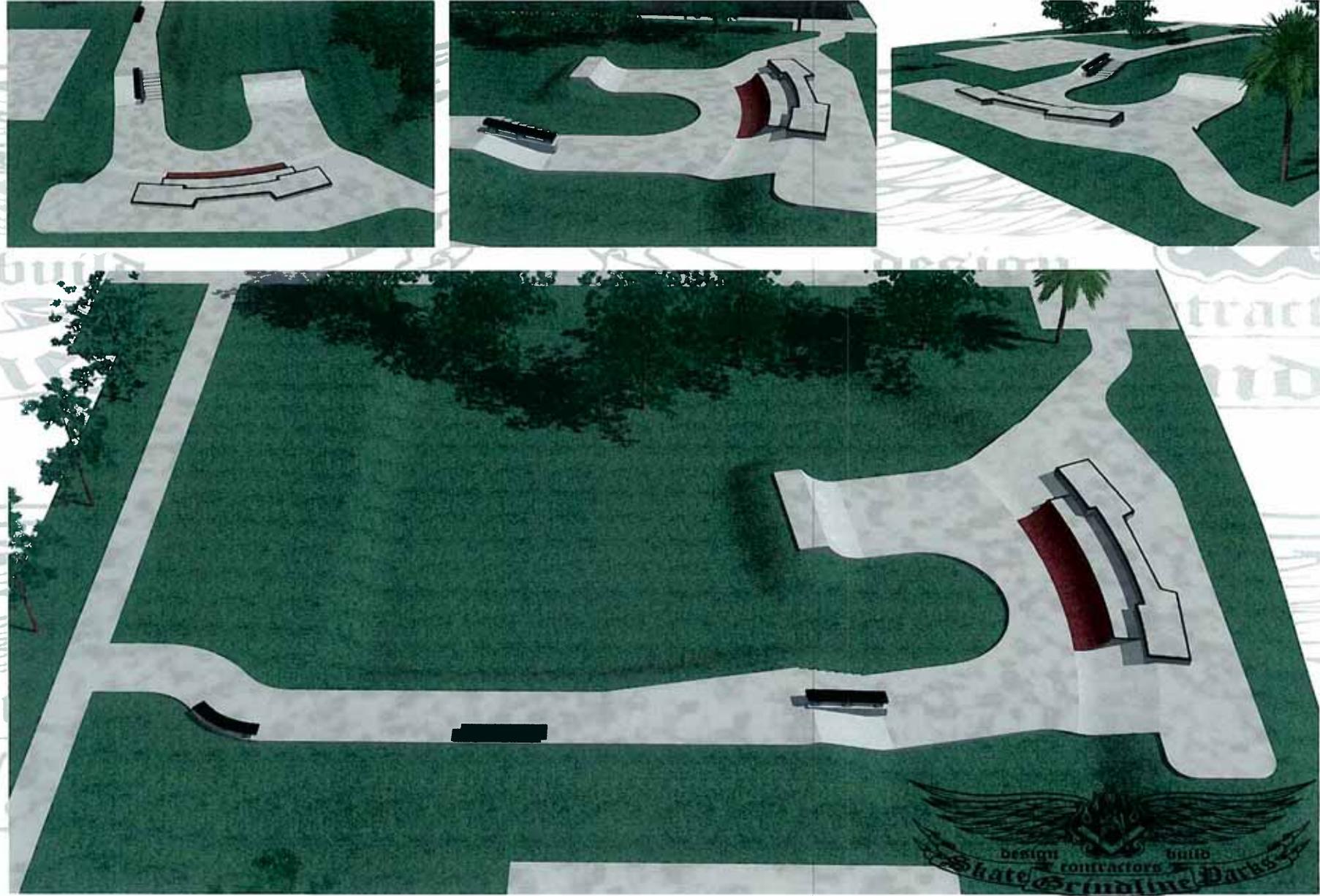
SPORTS PARK GYM

SIDEWALK

SIDEWALK

ALLEY



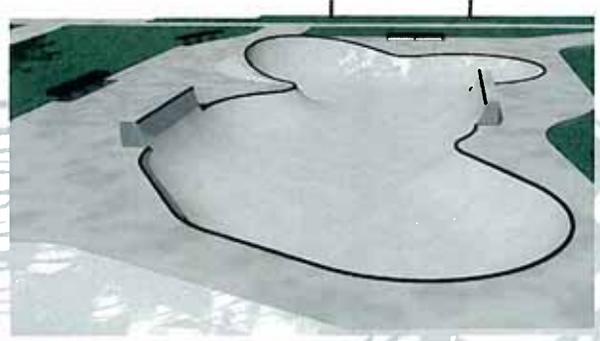


GRINDLINE
 CONTRACTORS
 4619 14th ave SW
 Seattle, WA 98106
 (206) 932-6414
 www.grindline.com

IMPERIAL BEACH, CA
3,000 SQ FT

IMPERIAL BEACH SKATEPARK
PHASE 1





4619 14th ave SW
Seattle, WA 98106
(206) 932-6414
www.grindline.com

IMPERIAL BEACH, CA
7,100 SQ FT

IMPERIAL BEACH SKATEPARK
PHASE 1 & 2





Grindline Skateparks Inc.
4058 32nd SW
Seattle, WA 98109-1220
(206) 910-3402
www.grindline.com
info@grindline.com

PHASE I = 3,000 SQ FT
PHASE 2 = 4,100 SQ FT

PHASE 2

GRINDLINE SKATEPARKS COMMENT FORM
IMPERIAL BEACH SKATEPARK - PHASE 1 AND 2





**STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY**

TO: CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GARY BROWN, EXECUTIVE DIRECTOR

MEETING DATE: AUGUST 19, 2009

**ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR
ELIZABETH CUMMING, ASSISTANT PROJECT MANAGER**

SUBJECT: ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM (EECBGP)

BACKGROUND:

The Energy Efficiency and Conservation Block Grant Program (EECBGP) was created by the Energy Independence and Security Act of 2007 (EISA). It is funded by the American Recovery and Reinvestment Act (ARRA), which has provided \$787 billion in economic investment nationally for the purpose of stimulating the economy. ARRA appropriates funding to the U.S. Department of Energy (DOE) for the issuance of formula-based block grants to states, U.S. Territories, large cities and counties, and Indian tribes

The DOE has allocated \$49.6 million to the California Energy Commission (CEC) through the EECBG Program. The Energy Commission must distribute not less than 60% or approximately \$29.7 million of these funds to small cities with populations less than 35,000 and counties with populations less than 200,000. EECBG Program funding is available to incorporated cities within the State of California that did not receive direct EECBG funds from the DOE and the City of Imperial Beach is an eligible applicant. The California Energy Commission proposes to allocate the block grant money on a per capita basis with a minimum of \$25,000 for cities and \$50,000 for counties. For local jurisdictions receiving the per capita allocation, there is an unemployment adjustment. Considering these factors the City of Imperial Beach has been allocated an estimated \$145,392.56 in funding. All projects must focus on energy efficiency and be cost-effective and may include various types of lighting retrofits, building upgrades, mechanical equipment, clean energy systems, and various energy management controls.

DISCUSSION:

In September 2009 the CEC will issue a solicitation document to initiate the application process for the EECBG Program. Projects that were considered for the EECBGP were Lighting Retrofits, Heating and Cooling Systems in City Hall and LED Traffic Lights. City staff determined the project that will best benefit the city is to retrofit street lights to either one of two

basic technologies that offer improved energy savings, lower maintenance and reduced impact to the environment. The two technologies are Light Emitting Diode (LED) or Induction lighting and both are superior to existing high pressure sodium lighting. Induction lighting is based on the principles of induction and light generation via a gas discharge. It operates with no filament or electrode leading to a lamp of unmatched durability. Other advantages of induction lighting include instant starting and a higher color rendering index for a more pleasing "white" light. LED lighting is an electronic semiconductor device that emits light when an electric current passes through it and is more efficient than incandescent bulbs as they rarely burn out. SDG&E is assisting Public Works to determine whether LED or Induction Lighting will be the most cost effective and energy efficient way to retrofit the city's street lighting system. The project will cost approximately \$145,000 and will cover all the lights, materials needed for retrofit and labor.

ENVIRONMENTAL DETERMINATION:

This is not a project as defined by CEQA.

FISCAL IMPACT:

There is no direct fiscal impact with this report.

DEPARTMENT RECOMMENDATION:

Staff recommends that the Agency:

1. Receive this report and provide direction to staff; and
2. Adopt Resolution No. 2009-6793 authorizing staff to make an application to the California Energy Commission's Grants and Loans Office by the date and time specified in the solicitation document and authorizing the Imperial Beach City Manager to enter into, manage and administer the agreement with the CEC.

EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, Executive Director

Attachments:

1. Resolution No. 2009-6793

RESOLUTION NO. 2009-6793

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH APPROVING THE SUBMITTAL OF ENERGY-RELATED ECONOMIC RECOVERY PROGRAMS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 - ENERGY EFFICIENCY AND CONSERVATION PROGRAM APPLICATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT WITH THE CALIFORNIA ENERGY COMMISSION

WHEREAS, The Energy Efficiency and Conservation Block Grant Program was created by the Energy Independence and Security Act of 2007 and funded by the American Recovery and Reinvestment Act (ARRA); and

WHEREAS, The ARRA appropriates funding to the U.S Department of Energy (DOE) and has allocated the California Energy Commission (CEC) \$49.6 million for the Energy Efficiency and Conservation Block Grant Program (EECBGP); and

WHEREAS, the CEC must distribute approximately \$29.7 million of these funds to small cities with populations less than 35,000; and

WHEREAS, The projects must be “energy efficient” and “cost effective” and typically the most cost effective projects include lighting conversion retrofits and controls, street lighting and traffic signal conversion retrofits, heating, ventilation, and air conditioning modifications and controls, automated energy management systems, motors, variable speed drives and pumps, and water/wastewater system process and control retrofits; and

WHEREAS, All projects must be completed and operational by September 30, 2012; and

WHEREAS, staff has determined that the most cost effective project to the City of Imperial Beach would be the retrofitting of the City’s streetlights to either LED or Induction Lighting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that it desires to submit an application to the CEC to utilize Energy-Related Economic Recovery Programs funding.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Imperial Beach that the City Manager is authorized to execute an agreement with the CEC for the use of Energy-Related Economic Recovery Programs funding.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 19th day of August 2009, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: AUGUST 19, 2009

ORIGINATING DEPT.: FINANCE *MB*

SUBJECT: RESOLUTION APPROVING THE AGREEMENT BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND CITY OF IMPERIAL BEACH FOR TIDELANDS MAINTENANCE SERVICES - AGREEMENT 33-2009 - FISCAL YEARS 2009/2010 THROUGH 2011/2012

BACKGROUND: The San Diego Unified Port District contracts with the City of Imperial Beach for maintenance of the tidelands properties controlled by the Port District within the Imperial Beach city limits. The existing contract was authorized by the City Council on September 20, 2006 – Resolution No. 2006-6399. This Agreement expired June 30, 2009. The contract compensation for maintenance services for the past three fiscal years were:

- \$787,000 FY 2006/2007
- \$802,000 FY 2007/2008
- \$807,000 FY 2008/2009

In June, the Port District and the City of Imperial Beach agreed to a three month extension with compensation up to \$209,900. The Port District and City of Imperial Beach staffs have been working on a replacement agreement for the next three fiscal years. The staffs have agreed to a scope of services and a cost for services for the next three fiscal years as follows:

- \$632,556.69 FY 2009/2010 (9 months)
- \$847,708.92 FY 2010/2011
- \$854,323.92 FY 2011/2012

DISCUSSION:

The negotiated compensation allows for the following annual reimbursements:

- General & Landscape Maintenance \$752,000.00
- New costs for added maintenance of the Palm Avenue street-end, Dahlia Avenue street-end and Lifeguard tower maintenance. \$ 38,408.92
- Unspecified Services (actual cost up to) \$ 15,000.00
- Fuel Services (actual cost up to) \$ 30,000.00
- CPI Allowance (Estimate up to) \$ 6,000.00 - \$18,915

The agreement also allows for the City to request additional compensation for any change in salaries or negotiated benefits with the SEIU during the term of the three-year agreement.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The total compensation for this agreement is \$\$2,334,589. Cost of the Tidelands Maintenance attributable to the San Diego Unified Port District should be covered with the allocation in the Agreement. There will be costs above the Port District's allocation due to City sponsored events, and reimbursable private/public events authorized on Tidelands properties.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Adopt the attached resolution.
3. Authorize the City Manager to enter into a Tidelands Maintenance Agreement with the San Diego Unified Port District at the costs and conditions outlined in the discussion section above and in attachment 2, Exhibit A to this staff report.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2009-6792
2. Exhibit A to Resolution No. 2009-6792; Agreement Between San Diego Unified Port District and City of Imperial Beach for Tidelands Maintenance Services Agreement - No. 33-2009 (provided separately)

RESOLUTION NO. 2009-6792**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE AGREEMENT BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND CITY OF IMPERIAL BEACH FOR TIDELANDS MAINTENANCE SERVICES - AGREEMENT 33-2009 - FISCAL YEARS 2009/2010 THROUGH 2011/2012**

WHEREAS, the San Diego Unified Port District contracts with the City of Imperial Beach for maintenance of the tidelands properties controlled by the Port District within the Imperial Beach city limits; and

WHEREAS, the existing contract was authorized by the City Council on September 20, 2006 – Resolution No. 2006-6399; and

WHEREAS, this Agreement expired June 30, 2009; and

WHEREAS, an extension to his Agreement expires September 30, 2009; and

WHEREAS, the contract compensation for maintenance services for the past three fiscal years were:

- \$787,000 FY 2006/2007
- \$802,000 FY 2007/2008
- \$807,000 FY 2008/2009
- \$200,900 FY 2009/2010 through September 30,2009; and

WHEREAS, the Port District and City of Imperial Beach staffs have been working on a replacement agreement for the next three fiscal years; and

WHEREAS, The staffs have agreed to a scope of services and a cost for services for the next 2.75 fiscal years as follows:

- \$632,556.69 FY 2009/2010 (9 months)
- \$847,708.92 FY 2010/2011
- \$854,323.92 FY 2011/2012; and

WHEREAS, the agreement also allows for the City to request additional compensation for any change in salaries or negotiated benefits with the SEIU during the term of the three-year agreement; and

WHEREAS, the cost of the Tidelands Maintenance attributable to the San Diego Unified Port District should be able to be covered with the allocation in the Agreement; and

WHEREAS, there will be costs above the Port District's allocation due to City sponsored events, and reimbursable private/public events authorized on Tidelands properties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. The above recitals are true and correct.
2. This legislative body approves the Agreement as negotiated by City Staff.
3. The City Manager is authorized to enter into an agreement with the San Diego Unified Port District for Tidelands Maintenance Services as shown in Agreement No. 33-2009 attached as Exhibit A.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of August 2009, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CITY OF IMPERIAL BEACH
for
TIDELANDS MAINTENANCE SERVICES
AGREEMENT NO. 33-2009**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, herein called "District" and the CITY OF IMPERIAL BEACH, a municipal corporation, herein called "City."

RECITALS:

WHEREAS, the San Diego Unified Port District Act allows the District to contract with the Municipalities, who's territorial limits are adjacent to or contiguous to those of the District for maintenance services, and;

WHEREAS, the District and the City desire to execute an Agreement for MAINTENANCE services on non-ad valorem tideland trust property located in the City, and;

WHEREAS, the City has the capacity to provide maintenance services to said District property, and;

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

- 1. SCOPE OF SERVICES:** City shall perform services for District in accordance with this Agreement and Attachment A, Scope of Services. City shall perform and complete the required services in said Scope of Services within the dates set forth in the Agreement. City shall keep District and their designated representative informed of the progress of said services at all times.

Labor, equipment, and materials funded by the District in support of this Agreement, shall be used solely for maintenance of District Tidelands specified in Attachment A, Scope of Services.

City shall submit a Quarterly Inspection checklist, Exhibit B, as required by District.

City expressly agrees that all documents prepared under its direction pursuant to this Agreement, have been thoroughly reviewed and checked for, among other things, integration with all other documents, consistency, thoroughness, clarity, and cohesiveness.

The activities and services authorized for reimbursement shall only be those which have occurred, and been rendered on or after October 1, 2009, and which are in furtherance of the San Diego Bay tideland trust for the accommodation of commerce, navigation, fisheries, and recreation on said trust tidelands for the benefit of all of the people of the State of California.

2. **TERM OF AGREEMENT:** This Agreement covers services rendered from October 1, 2009 through June 30, 2010 (Period One), July 1, 2010 through June 30, 2011 (Period Two), and July 1, 2011 through June 30, 2012 (Period Three). If both parties desire to renew the Agreement and the cost of services for the new Agreement is not finalized before the current Agreement expires, the current Agreement may be extended for one year at an annual consideration equal to the most recent year's cost of services. After negotiations are completed, contract amount will be adjusted based on final negotiated cost.

3. **COMPENSATION:** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing; District shall compensate City based on the following, subject to the limitation of the maximum expenditure provided herein:

3.1 In consideration of the foregoing performances by the City, the District shall pay the City an amount not to exceed **Six Hundred Thirty Two Thousand, Five Hundred Fifty Six and 69/100 Dollars (\$632,556.69)** for Period One, **Eight Hundred Forty Seven Thousand, Seven Hundred Eight and 92/100 Dollars (\$847,708.92)** for Period Two and **Eight Hundred Fifty Four Thousand, Three Hundred Twenty Three and 92/100 Dollars (\$854,323.92)** for Period Three, incorporated by reference as though fully set forth herein for a total amount under this Agreement not to exceed **Two Million Three Hundred Thirty-Four Thousand, Five Hundred Eighty nine and 53/100 Dollars (\$2,334,589.53)**.

Payments shall be made upon written request to the District and may be submitted on a quarterly basis. District agrees to reimburse the City within 30 days of receipt of a properly prepared request for reimbursement.

3.2. If, during the term of this Agreement, the City foresees a need to change salaries and benefits City shall give District 90-day written notice of such changes and provide documentation satisfactory to District to substantiate the change. Such changes shall be recognized as a basis for increasing the remaining consideration due, if approved by District's Board of Port Commissioners in their sole discretion, shall be reflected in the next quarterly payment to City.

3.3. District agrees to reimburse the City's fuel expenses for vehicles performing work under this Agreement. Fuel expenses shall be limited to actual fuel used by vehicles while performing services in accordance with Attachment A, Scope of Services. Appropriate records and receipts shall be required for reimbursement.

3.4. District agrees to compensate the City for increases in the cost of goods, materials and services purchased while performing services under this agreement. Compensation values shall be calculated as follows:

Agreement Period One - \$120,000 (base rate) x Average Consumer Price Index (not to exceed 5% from January 1, 2009 through December 31, 2009) equals compensation rate for agreement period one.

Example: $\$120,000 \times 5.0\%$ (Average CPI) = \$6,000 (CPI payment for period one)

Agreement Period Two – CPI payment for period one plus the base rate from agreement period one of 120,000 x Average Consumer Price Index (not to exceed 5% from January 1, 2010 through December 31, 2010) equals compensation value for agreement period two. CPI payment for agreement period two equals CPI payment for period one plus agreement period two compensation value.

Example: $\$6,000$ (agreement period one compensation value) + $\$120,000$ = $\$126,000$ (base rate)

$\$126,000 \times 5.0\%$ (Average CPI) = $\$6,300$ (agreement period two compensation value)

CPI payment for period two ($\$12,300$) = $\$6,000 + \$6,300$

Agreement Period Three - Agreement period two compensation value plus the calculated base rate from agreement period two x Average Consumer Price Index (not to exceed 5% from January 1, 2011 through December 31, 2011) equals compensation rate for agreement period three. CPI payment for agreement period three equals CPI payment for period one plus CPI payment for period two plus agreement period three compensation value.

Example: \$6,300 (agreement period two compensation value) + \$126,000 (calculated base rate from agreement period two) = \$132,300 (agreement period three base rate)

\$132,300 (agreement period three base rate) x 5.0% (Average CPI) = \$6,615 (agreement period three compensation value)

CPI payment for period three (\$18,915) = \$6,000 + \$6,300 + \$6,615

The Consumer Price Index to be used for this calculation will be the "Consumer Price Index - All Urban Consumers, San Diego Area." CPI adjustment will be invoiced on the forth quarter of each Period of the Agreement.

4. **RECORDS:** In accordance with generally accepted accounting principles, City shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of Imperial Beach and such records shall be kept for at least three (3) years after the termination of this Agreement.

Such records shall be maintained by City for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

City understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which City or anyone else associated with the work has prepared or which relate to the work which City is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. City shall provide District at City's expense a copy of all such records within ten (10) working days of a written request by District.

District's right shall also include inspection at reasonable times of the City's office or facilities, which are engaged in the performance of services pursuant to this Agreement. City shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. City's failure to provide the records within the time requested shall preclude City from receiving any compensation due under this Agreement until such documents are provided.

5. **CITY'S SUB-CONTRACTORS:** It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE:** In performance of this Agreement, City and City's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. City shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

City shall comply with all Federal and State laws, and District Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended. If during the term of this Agreement, the City's costs are increased by new laws or regulations, changes will be reimbursable by the District subject to approval by the Board of Port Commissioners.

7. **INDEPENDENT ANALYSIS:** City shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, except as referenced hereunder, City shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.

8. **ASSIGNMENT:** This is a personal services Agreement between the parties and City shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of Executive Director (President/CEO) of District in each instance. Nothing herein prevents the City from contracting for services for maintenance and other services typically contracted out by the City.

9. MUTUAL INDEMNIFICATION

9.1. City hereby agrees to and does indemnify, defend and hold harmless the District, and any and all of their respective officers, employees, agents, and representatives from any and all claims, lawsuits, liabilities, damages, injuries to any person, including injury to City's employees, and expenses, including attorney fees and costs that arise out of City's performance or failure to perform work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of City, City's agents or employees.

9.2. District hereby agrees to and does indemnify, defend and hold harmless the City, and any and all of their respective officers, employees, agents, and representatives from any and all claims, lawsuits, liabilities, damages, injuries to any person, including injury to District employees, and expenses, including attorney fees and costs that arise out of District's performance or failure to perform work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of District, District's agents or employees.

10. INSURANCE REQUIREMENTS: City shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

10.1 Commercial General Liability (including, without limitation, Contractual Liability, Personal and Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001 with limits no less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.

- A. The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
- B. The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit C, Certificate of Insurance).
- C. The coverage provided to the District, as an additional insured, shall be primary.

10.2 Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than two million dollars (\$2,000,000) per accident for bodily injury and property damage.

10.3 Worker's Compensation in statutory required limits and Employer's Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. This policy shall be endorsed to include a waiver of subrogation endorsement.

City shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in the form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit C and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such certificates shall indicate that the insurer must notify District in writing at least 30 days in advance of any change in, or cancellation of, coverage.

City shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on City or City's sub-contractors or any tier of City's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

- 11. INDEPENDENT CONTRACTOR:** City and any agent or employee of City shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the City's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the City. City shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. City acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. City disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

District and any agent or employee of the District shall act in an independent capacity and not as officers or employees of City. The City assumes no liability for District's actions and performance, nor assumes responsibility for taxes,

bonds, payments or other commitments, implied or explicit by or for the District. District shall not have authority to act as an agent on behalf of the City unless specifically authorized to do so in writing. District acknowledges that it is aware that because it is an independent contractor, City is making no deductions from its fee and is not contributing to any fund on its behalf. District disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

12. **ADVICE OF COUNSEL:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
13. **INDEPENDENT REVIEW:** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
14. **INTEGRATION AND MODIFICATION:** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration

of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

- 15. TERMINATION:** In addition to any other rights and remedies allowed by law, either party may terminate this Agreement at the end of a service year with or without cause by giving six (6) months written notice prior to the start of the next year of service to the other parties of such termination and specifying the effective date thereof.

In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by City to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by City other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

- 16. DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved

by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

17. **PAYMENT BY DISTRICT:** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the City, made an exhaustive inspection to check the quality or quantity of the services performed by the City, made an examination to ascertain how or for what purpose the City has used money previously paid on account by the District, or constitute a waiver of claims against the City by the District.
18. **CAPTIONS:** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

19. EXECUTIVE DIRECTOR'S SIGNATURE: It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the City.

19.1 Submit all correspondence, including invoices, regarding this Agreement, including Insurance Certificates and Endorsements to:

Sharyn Williams, Department Business Manager
General Services Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. (619) 725-6091
Fax (619) 531-7983
Email: swilliam@portofsandiego.org

19.2 The City's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Gary Brown, City Manager
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, CA 91932
Tel. (619) 423-8303/
Fax (619) 628-1395
Email: ibcmanager@cityofib.org

END OF PAGE

19.3 Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

CITY OF IMPERIAL BEACH

Pete Cruz, Director
General Services

Gary Brown, City Manager
City of Imperial Beach

PORT ATTORNEY

CITY ATTORNEY

James P. Lough, City Attorney

ATTEST:

Jacqueline Hald, City Clerk

ATTACHMENT A

Scope of Services San Diego Unified Port District

Tidelands Maintenance Service Agreement with the City of Imperial Beach

City agrees to furnish all labor, equipment and materials to perform all the work required for tidelands maintenance services, as requested by district and in accordance with this scope of services.

I. General Information

A. City shall provide maintenance services of District property within the City of Imperial Beach, as follows:

- a. Beach Front
- b. Mel Portwood Plaza - all improvements less the three store fronts and Plaza art work
- c. Imperial Beach Pier – including lifeguard tower (exterior) and the restrooms,
- d. Dunes Park – except art sculpture
- e. Street-ends – Carnation Ave., Palm Ave. , Dahlia Ave., Date Ave, Elm Ave. Elder Ave, Elkwood Ave, Ebony Ave, Admiralty Ave, Descanso Ave, Encanto Ave and Imperial Beach Ave.
(Except art work sculpture)
- f. Palm and Seacoast Parking Lot
- g. Elkwood Parking Lot

B. Services shall include general maintenance tasks for trash collection, sweeping, graffiti removal, electrical/lighting, utilities, signage, fences/gates/barriers, restrooms, beach, lifeguard towers, hardscape surfaces, pier accoutrements, sports / stage / amphitheater facilities, benches / patio / playgrounds, parking lots, street-ends, planted areas, turf areas, tree trimming, and irrigation systems.

C. City shall provide all labor, supervision, materials, equipment and incidentals required to perform specified services. Full compensation for all labor,

supervision, materials, equipment and incidentals shall be included in the prices paid for various Agreement items of specified work. No other compensation will be allowed by City.

- D. City shall move, cover or protect any structures or equipment that may be damaged during maintenance and service operations. The City shall remove from Tidelands all surplus materials, tools, equipment, and coverings upon completion of work. At the District's discretion, the District shall have the option to supply or retain all repair parts and materials. For work performed by the City, the City shall not permit debris and/or waste materials generated from any operations to enter into storm water conveyance system. For these City costs, the City shall remove and dispose of debris outside of Tidelands and clean the job site daily.
- E. Quarterly inspections of District Tidelands facilities in the City of Imperial Beach shall be held jointly with the District and City of Imperial Beach Public Works Representatives. See Quarterly Inspection Check list (Exhibit B).

II. Safety

In the execution of all work within the Tidelands area of responsibility, the City shall establish a work environment conducive to an absence or freedom from risk of injury, accident or dangerous occurrence. The City shall establish an environment that precludes, to the maximum extent practicable, any accidental events or happenings of a serious or dangerous nature. An alertness for unplanned or uncontrolled events that could lead to or cause injury to persons, damage to equipment or other losses shall be a matter of pre-eminent importance. To ensure the pre-eminence of safety, the City shall:

- A. Abide by all Federal, State, Local and District policies and procedures. The City will be responsible for any and all non-compliance fines due to City's negligence.

- B. Provide all barricades, warning signs, warning signals and guard ropes necessary to protect the public when maintenance is being performed in public areas. Upon completion of the work, the City shall remove all signs and barricades.
- C. Be responsible for the safety, efficiency and adequacy of the facilities, appurtenances and methods. City shall be responsible for any damage incurred to facilities, due to improper maintenance or operation.
- D. Be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the services provided.
- E. Give notices and comply with all applicable laws and regulations related to work performed by or under contract with the City. In such case, the City has the responsibility and obligation for the safety of persons or property to protect them from damage, injury or loss. The City shall ensure the erection and maintenance of all necessary safeguards for such safety and protection.
- F. Ensure material usage is accomplished with strict adherence to California Division of Industrial Safety or other governing regulations, and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- G. Follow CALTRANS traffic control guidelines when performing work within the public right-of-way.

III. Maintenance Services

City shall perform all services those listed below on District Tidelands facilities and properties within the City of Imperial Beach.

General Maintenance Services

- A. Trash Collection. District facilities and properties are to be kept clean and free of all litter and debris. Services shall include removal of trash and debris from all open areas to keep District properties and facilities free of trash and litter. The City shall empty trash containers and change liners daily or as needed. During special events and from Memorial Day weekend through Labor Day weekend, the City shall empty trash containers and remove litter twice a day or as needed.
- B. Sweeping Maintenance. Services shall include hand or mechanical sweeping of sand and debris. City shall sweep all areas, including street ends, and place collected sand on beach or beach access points daily or as needed.
- C. Graffiti Removal. Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- D. Electrical / Lighting Maintenance. Services shall include maintenance and replacement of worn or damaged electrical fixtures to include hand dryers, irrigation controllers, in-ground lighting, walkway lighting, and lighting fixtures, ballasts, lenses, outlets, and service covers on light poles. All electrical and lighting fixtures shall be inspected monthly and re-lamped, maintained, or replaced as required for safe operation.
- E. Utility Maintenance. Services shall include maintenance of sewer laterals, potable water supply lines from fixture to utility main and include, fixtures, laterals, supply lines, cleanouts, valves, and pressure regulators. The District shall be responsible for maintenance and repair of sewer mains, potable water mains, and fire supply lines. The District shall provide services for emergencies related to jetting and maintenance of the sewer line at the pier. City shall notify the District Representative immediately once blockages are found at the lift stations or sewer main.

- F. Signage Maintenance. Services shall include service, maintenance and replacement of worn or damage signage. All signage shall be inspected weekly and cleaned and maintained as required.
- G. Fence and Gates Maintenance. Services shall include maintenance of worn or damage fences, gate and barriers. All fencing, gate and barriers shall be inspected for operation and safe condition quarterly.
- H. Public Restroom Maintenance. Services shall include maintenance, restocking, and cleaning of public restrooms, showers, ceramic tiles and drinking fountains. All foreign matter shall be removed including excrement and dirt from walls, interior floors, ceilings, partitions, equipment, ceramic tiles and fixtures. Floors shall be swept clean of all loose and foreign matter. Floors shall be mopped dry, leaving no puddles, wet, or slippery conditions. Stains not removed by wet mopping shall be scrubbed. Washbasins and drinking fountains shall be scoured using a cleanser and wiped down with a damp cloth. Mirrors shall be cleaned and polished. Outside shower walls, shower floors, and fixtures shall be cleaned. Toilet bowls, urinals, and fixtures shall be thoroughly scoured. All uratic buildup in and around toilets and urinals shall be removed. Toilet stalls, doors, partitions, and handrails shall be cleaned and wiped down with a damp cloth or refurbished as needed. Toilet tissue and dispenser shall be fully stocked in each stall daily or as needed. Vandalized or unusable rolls of tissue shall be removed and replaced. Floor drains shall be flushed with fresh water, and checked for proper operating conditions. The City shall clean the public restrooms, showers, and drinking fountains twice a day 7 days a week, 365 days per year. During special events, and from Memorial Day weekend through Labor Day weekend, the City shall service restrooms as needed to keep District facilities clean and stocked.
- I. Beach Area Maintenance. Services shall include the removal of dead animals or seaweed, pickup/disposal of large debris, wood, or metal. Beach area includes 300 feet south of the most southern end of Seacoast Drive and North to Carnation Avenue. Removal of dead animals shall be done within 24 hours of

discovery. The accumulation of seaweed, large debris, wood, or metal along the beach shall be collected and disposed of as necessary. The City shall inspect beaches for seaweed, large debris, wood, or metal on a daily basis.

- J. Lifeguard Tower Maintenance. Services shall include quarterly inspection and basic maintenance of all Lifeguard Towers. The City shall install or remove portable lifeguard towers as needed for lifeguard operations.

- K. Hardscape Surfaces. Services shall include removal of bird droppings, gum and wax, power washing of concrete flat work and paver block areas, sand removal and inspection. Concrete areas and trash enclosures shall be power washed weekly to remove bird droppings, gum, and wax. Ceramic tiles shall be inspected, maintained and replaced as needed, excluding artwork ceramic tile.

- L. Pier Accoutrements Services shall include inspection of railing, planking, bolts, fasteners, hardware, and metal bracing and painting of warning markings on the wood rails. City shall ensure pier is free from trip hazards, and loose items and shall maintain as needed. Railing and planking inspection shall be performed daily. City shall power wash restaurant area decking monthly, and pier decking quarterly, or as needed. All railing bolts, hardware and metal bracing shall be inspected semi-annually. Maintenance painting of warning markings on the wood rails shall be done annually. City shall limit equipment and vehicle access according to weight limits. City shall operate or exercise the boat ladder and lift mechanicals at the end of the pier on a weekly basis and shall provide any minor maintenance. Compensation for maintenance shall be made through the "Unspecified Services and Allowances" line items in the Fee Schedule.

- M. Sports, Stage & Amphitheater Facilities Maintenance. Services shall include maintenance and service of sports, stage, & amphitheater facilities. City shall clean, remove and power wash unwanted substances from surface areas, seats, and courts weekly. Sporting facilities, including basketball backboards, posts, and nets shall be inspected quarterly and maintained as needed for safe operation.

- N. Benches, Patio & Playground Areas Maintenance. Services shall include inspection and maintenance of all picnic tables and benches, and platforms weekly. City shall also conduct general daily playground inspections, perform detailed monthly playground inspections, and provide maintenance services as needed for safe operation. City shall maintain a log of inspection reports for playground equipment for auditing purposes. All equipment shall be maintained as needed for safe operation. Benches, patio, and playground areas shall be power washed bi-weekly. All trellises shall be inspected quarterly and painted or preserved annually.
- O. Parking Lots. Services shall include maintenance of landscape, trash removal and pay boxes and stands. Pay boxes and stands shall be refurbished as needed and inspected on a quarterly basis. The maintenance of the asphalt surfaces is the responsibility of the District.
- P. Street Ends. Services shall include removal of sand accumulation and basic maintenance of installed landscape, signage, pavers, barriers, bollards, street walls and sea walls. The maintenance of the asphalt surfaces are the responsibility of the District.

Landscape Maintenance

- A. Planted Areas Maintenance. Services shall include irrigation, removal and replanting of dead or diseased shrubs with "in-kind" replacements as needed. Weeds shall be removed weekly. All ground cover shall be pruned and trimmed quarterly. Fertilization of shrubs and ground cover including treating for diseases, weeds, and insects shall be performed semi-annually.
- B. Turf Maintenance. Services shall include irrigation, weed removal, and maintenance of bare and damaged areas as needed. Lawns shall be mowed to ½" high weekly. Dethatching, aeration, and fertilization of turf areas including treating for diseases, weeds, and insects shall be performed as required.

- C. Tree Trimming. Services shall include pruning of all trees. All work shall be performed annually or as required. City shall perform clean up and disposal of tree pruning and other ancillary items. Pruning of trees shall be performed under the recommendations of a certified Arborist. Dead, grossly deformed, or damaged trees, by reason of the City's operation or negligence, shall be removed and replaced at no additional cost to the District. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
- D. Irrigation Maintenance. Services shall include maintenance and inspection of mainlines, laterals, valves, valve boxes, sprinkler heads, controllers, and water pressure regulators. All leaking and defective irrigation valves and sprinkler heads shall be repaired within 24 hours of notification or observation or as needed. Irrigation system performance shall be inspected for spray pattern adjustments, clogging, and damage to sprinklers weekly. City shall test, adjust or maintain irrigation water pressure levels of 60-80 psi including controllers, valves, valve boxes, sprinkler heads, laterals, mainlines and water pressure regulators shall be performed monthly.

IV. Unspecified Services and Allowances

- A. The District or Imperial Beach Representative may request unspecified services to be performed that are not specifically defined in the above General Requirements section. Extra work shall not be performed until the City receives a written "Notice to Proceed" from the District specifically indicating the scope and negotiated cost for the work. The lump sum total for Unspecified Services is the total amount to be spent within the term of the agreement, and no additional compensation will be made thereof. The District does not guarantee a minimum amount of unspecified services.
- B. As part of Unspecified Services and Allowances, the District will compensate City for fuel costs for maintenance services as substantiated by the City of Imperial Beach's fuel records. Fuel records shall include the equipment type

and number, vehicle number, mileage, fuel quantity, date, and fuel cost per gallon.

V. Submittals

- A. The City shall submit to the District Representative a copy of their Injury, Illness, and Prevention Plan and their Lockout / Tag-out Program within 10 calendar days prior to the commencement of work.

- B. The City shall furnish materials safety data sheet for all chemicals used on District properties.

VI. Compensation & Invoicing

The City shall submit a written invoice quarterly to the District for services performed under this Agreement and indicated in the Fee Schedule.

**ATTACHMENT B
FEE SCHEDULE
PERIOD ONE
October 1, 2009 – JUNE 30, 2010**

City of Imperial Beach General Maintenance Services on Tidelands Properties

A. Trash Collection	Per Month	\$ 9,898.80
B. Sweeping Maintenance	Per Month	\$ 4,378.77
C. Graffiti Removal	Per Month	\$ 1,171.82
D. Electrical / Lighting Maintenance	Per Month	\$ 4,596.68
E. Utility Maintenance	Per Month	\$ 333.77
F. Signage Maintenance	Per Month	\$ 921.41
G. Fence and Gates Maintenance	Per Month	\$ 131.93
H. Public Restroom Maintenance	Per Month	\$ 9,273.56
I. Beach Maintenance	Per Month	\$ 4,346.20
J. Lifeguard Tower Maintenance	Per Month	\$ 260.85
K. Pier Plaza Maintenance	Per Month	\$ 7,789.91
L. Pier Maintenance	Per Month	\$ 4,011.91
M. Sports & Amphitheater Facilities Maintenance	Per Month	\$ 198.10
N. Playgrounds & Picnic Area Maintenance	Per Month	\$ 4,886.15
O. Parking Lots	Per Month	\$ 2,370.96
P. Street Ends	Per Month	\$ 5,309.93

Landscape Maintenance

A. Planted Areas Maintenance	Per Month	\$ 2,174.83
B. Turf Maintenance	Per Month	\$ 2,379.31
C. Tree Trimming	Per Month	\$ 274.83
D. Irrigation Maintenance	Per Month	\$ 1,157.69
Sub-Total Per Month		\$ 65,867.41

Total Per Year

\$ 592,806.69

Additional Services and Allowances

A. Additional Services	Lump Sum	\$ 11,250
B. Fuel		\$ 22,500
C. CPI Allowance (Pursuant to the calculation in Section 3.4 the maximum allowable)		6,000
		\$
Total (Year One)		\$ 632,556.69

**ATTACHMENT B
FEE SCHEDULE
PERIOD TWO
JULY 1, 2010 – JUNE 30, 2011**

City of Imperial Beach General Maintenance Services on Tidelands Properties

A. Trash Collection	Per Month	\$ 9,898.80
B. Sweeping Maintenance	Per Month	\$ 4,378.77
C. Graffiti Removal	Per Month	\$ 1,171.82
D. Electrical / Lighting Maintenance	Per Month	\$ 4,596.68
E. Utility Maintenance	Per Month	\$ 333.77
F. Signage Maintenance	Per Month	\$ 921.41
G. Fence and Gates Maintenance	Per Month	\$ 131.93
H. Public Restroom Maintenance	Per Month	\$ 9,273.56
I. Beach Maintenance	Per Month	\$ 4,346.20
J. Lifeguard Tower Maintenance	Per Month	\$ 260.85
K. Pier Plaza Maintenance	Per Month	\$ 7,789.91
L. Pier Maintenance	Per Month	\$ 4,011.91
M. Sports & Amphitheater Facilities Maintenance	Per Month	\$ 198.10
N. Playgrounds & Picnic Area Maintenance	Per Month	\$ 4,886.15
O. Parking Lots	Per Month	\$ 2,370.96
P. Street Ends	Per Month	\$ 5,309.93

Landscape Maintenance

A. Planted Areas Maintenance	Per Month	\$ 2,174.83
B. Turf Maintenance	Per Month	\$ 2,379.31
C. Tree Trimming	Per Month	\$ 274.83
D. Irrigation Maintenance	Per Month	\$ 1,157.69

Sub-Total Per Month \$ 65,867.41

Total Per Year \$ 790,408.92

Additional Services and Allowances

A. Additional Services	Lump Sum	\$ 15,000
B. Fuel		\$ 30,000
C. CPI Allowance (Pursuant to the calculation in Section 3.4 the maximum allowable)		12,300
		\$

Total (Year Two) \$ 847,708.92

**ATTACHMENT B
FEE SCHEDULE
PERIOD THREE
JULY 1, 2011 – JUNE 30, 2012**

City of Imperial Beach General Maintenance Services on Tidelands Properties

A.	Trash Collection	Per Month	\$ 9,898.80
B.	Sweeping Maintenance	Per Month	\$ 4,378.77
C.	Graffiti Removal	Per Month	\$ 1,171.82
D.	Electrical / Lighting Maintenance	Per Month	\$ 4,596.68
E.	Utility Maintenance	Per Month	\$ 333.77
F.	Signage Maintenance	Per Month	\$ 921.41
G.	Fence and Gates Maintenance	Per Month	\$ 131.93
H.	Public Restroom Maintenance	Per Month	\$ 9,273.56
I.	Beach Maintenance	Per Month	\$ 4,346.20
J.	Lifeguard Tower Maintenance	Per Month	\$ 260.85
K.	Pier Plaza Maintenance	Per Month	\$ 7,789.91
L.	Pier Maintenance	Per Month	\$ 4,011.91
M.	Sports & Amphitheater Facilities Maintenance	Per Month	\$ 198.10
N.	Playgrounds & Picnic Area Maintenance	Per Month	\$ 4,886.15
O.	Parking Lots	Per Month	\$ 2,370.96
P.	Street Ends	Per Month	\$ 5,309.93

Landscape Maintenance

A.	Planted Areas Maintenance	Per Month	\$ 2,174.83
B.	Turf Maintenance	Per Month	\$ 2,379.31
C.	Tree Trimming	Per Month	\$ 274.83
D.	Irrigation Maintenance	Per Month	\$ 1,157.69

Sub-Total Per Month \$ 65,867.41

Total Per Year \$ 790,408.92

Additional Services and Allowances

A.	Additional Services	Lump Sum	\$ 15,000
B.	Fuel		\$ 30,000
C.	CPI Allowance (Pursuant to the calculation in Section 3.4 the maximum allowable)		18,915
			\$
Total (Year Three)			\$ 854,323.92

**ATTACHMENT C
COMPENSATION & INVOICING
San Diego unified Port District**

I. COMPENSATION

For the satisfactory performance and completion of the services under this Agreement, District will pay City compensation as set forth hereunder.

- A. The City shall submit a written invoice quarterly to the District for services performed under this Agreement and indicated in the Fee Schedule, Attachment B.
- B. City shall be compensated and reimbursed by District on the basis of invoices submitted each quarter for services performed during the preceding quarter.

II. INVOICING

- A. Payment Documentation. As a prerequisite to payment for services, City shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records and receipts as required.

City shall include the following information on each invoice submitted for payment to the District in addition to the information required in Section I above:

- 1) Agreement No. 33-2009
- 2) The following certification phrase, with printed name, title and signature of City's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."

- 3) Period of service provided
- 4) Date of invoice
- 5) A unique invoice number

District shall, at its discretion, return to City without payment, any invoice that has been submitted without the above information and certification phrase.

- A. Invoices shall be mailed to the attention of: Sharyn Williams, General Services, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- B. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by City for the services. Any overpayment discovered in such an audit may be charged against the City's future invoices and any retention funds.
- D. City shall submit all invoices within 30 days of completion of work represented by the request and within 60 days of incurring costs to be reimbursed under the Agreement. Payment will be made to City within 30 days after receipt by District of a properly submitted invoice.
- E. City shall indicate on last and final quarterly invoice submitted for payment: **FINAL INVOICE**.

EXHIBIT A

LOCATION SERVICE FREQUENCY AND DESCRIPTION OF WORK San Diego Unified Port District

		Description of Work & Frequency of Action
a. Trash Collection	Daily 2 x day	Empty trash containers/change liners daily /as needed During Events/Memorial Day weekend thru Labor Day weekend, empty trash containers & remove litters
b. Graffiti Removal	Inspect Daily/Remove in 48 Hrs.	Remove graffiti by Chemical cleaning, Power Washing or Painting. Move, cover, or protect surfaces, equip. or structures during graffiti removal. Inspect graffiti daily & remove w/in 48 hrs
c. Electrical & Lighting	Monthly & As Needed	Electrical fixtures/lighting fixtures inspected monthly, repair, re-lamp, replace as need for safe operation.
d. Utility Maintenance	As Needed	Maint. & repair of sewer laterals; potable water supply lines from fixtures to utility main includes fixtures, laterals, supply lines, cleanouts, valves pres. Regulator
e. Signage Maintenance	Weekly Inspect	Maintain, repair, replace worn/damage signage. Inspect weekly, clean, repair & replace as required
f. Fence & Gate Maintenance	Quarterly Inspect	Maintain/minor repair worn/damaged fences, gates & barriers. Inspect quarterly for operation & safe condition
g. Public Restroom Maintenance	2 x day 7d/week Daily	Clean public RR & drinking fountain. Floors mopped dry. Stains wet mop or scrubbed. Toilet bowls, urinal & fixtures thoroughly scoured. Toilet stalls, doors, partitions, & handrails cleaned with damp cloth. Mirrors cleaned & polished. Clean 2 x day & as needed during Events & Memorial Day weekend thru Labor Day weekend. Toilet tissue/dispenser fully stocked daily or as needed
h. Pier Maintenance	Daily Monthly Quarterly Semi Annual Annually Weekly	Inspect railing and planking for trip hazard/ loose items. Repair as needed. Power wash restaurant area decking monthly Power wash pier decking quarterly or as needed Inspect railing bolts, hardware & metal bracing semi annual Maintenance painting of warning markings on wood rails done annually Operate/exercise the boat ladder and lift mechanicals at the end of pier weekly & provide minor repair.
DUNES PARK		
a. Trash Collection	Daily 2 x day	Empty trash containers/change liners daily /as needed During Events/Memorial Day weekend thru Labor Day weekend, empty trash containers & remove litters
b. Sweeping	Daily or As Needed	Hand or mech'l sweeping all areas. Shall sweep all areas & place collected sand on beach or beach access points.
c. Graffiti Removal	Inspect Daily/Remove in 48 Hrs.	Remove graffiti by Chemical cleaning, Power Washing or Painting. Move, cover, or protect surfaces, equip. or structures during graffiti removal. Inspect graffiti daily & remove w/in 48 hrs
d. Electrical & Lighting	Monthly	Electrical fixtures/lighting fixtures inspected monthly, repaired, re-

		lamp, replaced as need for safe operation.
e. Utility Maintenance	As Needed	Maint. & repair of sewer laterals; potable water supply lines from fixtures to utility main includes fixtures, laterals, supply lines, cleanouts, valves pres. Regulator
f. Signage Maintenance	Weekly Inspect	Maintain, repair, replace worn/damage signage. Inspect weekly, clean, repair & replace as required
g. Fence & Gate Maintenance	Quarterly Inspect	Maintain/minor repair worn/damaged fences, gates & barriers. Inspect quarterly for operation & safe condition
h. Public Restroom Maintenance	2 x day 7d/week Daily	Clean public RR, showers, & drinking fountain. Floors mopped dry. Stains wet mop or scrubbed. Toilet bowls, urinal & fixtures thoroughly scoured. Toilet stalls, doors, partitions, & handrails cleaned with damp cloth. Mirrors cleaned & polished. Clean 2 x day & as needed during Events & Memorial Day weekend thru Labor Day weekend. Toilet tissue/dispenser fully stocked daily or as needed
i. Sports/Amphitheater Facility Maintenance	Weekly Quarterly	Clean, remove & water wash unwanted substances from surface areas, seats, & courts Inspect basketball backboards, posts, & nets quarterly & repair as needed for safe operation
j. Playground/Picnic Area Maintenance	Weekly Daily Monthly Bi-weekly Annually	Inspect/repair picnic tables/benches/platforms weekly Playground daily General Inspection Playground monthly Detailed Inspection/repair as needed for safe operation Water washed benches, patio & playground areas bi-weekly Inspect/ paint or re-preserve all trellis annually
k. Planted Areas Maintenance	As Needed Weekly Quarterly Annually	Irrigation, removal & replanting of dead or diseased shrubs with replacement in kind as needed Remove weeds weekly Prune/trim ground cover quarterly Fertilization of shrubs, ground cover; treating for disease, weeds, & insects once a year
l. Turf Maintenance	As Needed Annually	Repair damage irrigation, bare and damaged areas & weed removal as needed Detaching, aeration, & fertilization including treating for disease, weeds and insects performed annually
m. Tree Trimming	Annually	Perform pruning semi-annual or Annually as required under recommendation of a certified arborist.
n. Irrigation Maintenance	Monthly W/in 24 hrs Annually	Test, Adjust, Repair irrigation water pres.. 60-80 psi includes controller, valve & boxes, sprinkler heads, laterals, mainlines, & water pres. Regulator Repair leaks/defective irrigation valves/sprinkler heads within 24 hours of notice. Certification irrigation backflow device
o. Handrailings	Quarterly Inspect	Remove rust, clean, and polish, as needed.
MEL PORTWOOD PIER PLAZA		
a. Trash Collection	Daily 2 x day	Empty trash containers/change liners daily /as needed During Events/Memorial Day weekend thru Labor Day weekend, empty trash containers & remove litters

b. Sweeping	Daily or As Needed	Hand or mech'l sweeping all areas. Shall sweep all areas & place collected sand on beach or beach access points.
c. Graffiti Removal	Inspect Daily/Remove in 48 Hrs.	Remove graffiti by Chemical cleaning, Power Washing or Painting. Move, cover, or protect surfaces, equip. or structures during graffiti removal. Inspect graffiti daily & remove w/in 48 hrs
d. Electrical & Lighting	Monthly	Electrical fixtures/lighting fixtures inspected monthly, repaired, re-lamp, replaced as needed for safe operation.
e. Utility Maintenance	As Needed	Maint. & repair of sewer laterals; potable water supply lines from fixtures to utility main includes fixtures, laterals, supply lines, cleanouts, valves pres. Regulator
f. Signage Maintenance	Weekly Inspect	Maintain, repair, replace worn/damage signage. Inspect weekly, clean, repair & replace as required
g. Public Restroom Maintenance	2 x day 7d/week Daily	Clean public RR, showers, & drinking fountain. Floors mopped dry. Stains wet mop or scrubbed. Toilet bowls, urinal & fixtures thoroughly scoured. Toilet stalls, doors, partitions, & handrails cleaned with damp cloth. Mirrors cleaned & polished. Clean 2 x day & as needed during Events & Memorial Day weekend thru Labor Day weekend. Toilet tissue/dispenser fully stocked daily or as needed
h. Plaza Maintenance	Weekly As Needed	Removal of bird droppings, gum & wax & power wash concrete areas & trash enclosure weekly Inspect/replacement of broken/missing ceramic tiles as needed
j. Playground/Picnic Area Maintenance-Landscape	Weekly Daily Monthly Bi-weekly Annually	Inspect/repair picnic tables/benches/platforms weekly Playground General Inspection in daily basis Playground monthly Detailed Inspection/repair as needed for safe operation Water washed benches, patio & playground areas bi-weekly Inspect/ paint or re-preserve all trellis annually
k. Planted Areas Maintenance-Landscape	As Needed Weekly Quarterly Annually	Irrigation, removal & replanting of dead or diseased shrubs with replacement in kind as needed Remove weeds weekly Prune/trim ground cover quarterly Fertilization of shrubs, ground cover; treating for disease, weeds, & insects once a year
l. Turf Maintenance Landscape	As Needed Annually	Repair damage irrigation, bare and damaged areas & weed removal as needed Detaching, aeration, & fertilization including treating for disease, weeds and insects performed annually
m. Tree Trimming	Annually	Perform pruning semi-annual or Annually as required under recommendation of a certified arborist.
n. Irrigation Maintenance Landscape	Monthly W/in 24 hrs Annually	Test, Adjust, Repair irrigation water pres.. 60-80 psi includes controller, valve & boxes, sprinkler heads, laterals, mainlines, & water pres. Regulator Repair leaks/defective irrigation valves/sprinkler heads within 24 hours of notice. Certification irrigation backflow device
o. Handrailings	Quarterly Inspect	Remove rust, clean, and polish, as needed.

BEACH AREA		
a. Trash Collection	Daily 2 x day	Empty trash containers/change liners daily /as needed During Events/Memorial Day weekend thru Labor Day weekend, empty trash containers & remove litters
b. Graffiti Removal	Inspect Daily/Re move in 48 Hrs.	Remove graffiti by Chemical cleaning, Power Washing or Painting. Move , cover, or protect surfaces, equip. or structures during graffiti removal. Inspect graffiti daily & remove w/in 48 hrs
c. Signage Maintenance	Weekly Inspect	Maintain, repair, replace worn/damage signage. Inspect weekly, clean, repair & replace as required
d. Fence & Gate Maintenance	Quarterly Inspect	Maintain/minor repair worn/damage fences, gates & barriers. Inspect quarterly for operation & safe condition
e. Beach Area Maintenance	Daily Within 24 Hours As needed	Inspect beaches for seaweed, large debris, wood or metal. Accumulation shall be collected & dispose. Removal of dead animals done within 24 hrs of discovery. Install/Remove portable lifeguard towers as needed
f. Lifeguard Tower Maintenance	Quarterly Inspect	Inspection and basic maintenance of all towers. Install or remove portable lifeguard towers.
a. Trash Collection	Daily 2 x day	Empty trash containers/change liners daily /as needed During Events/Memorial Day weekend thru Labor Day weekend, empty trash containers & remove litters
b. Sweeping	Daily or As Needed	Hand or mech'l sweeping all areas. Shall sweep all areas & place collected sand on beach or beach access points.
c. Graffiti Removal	Inspect Daily/Re move in 48 Hrs.	Remove graffiti by Chemical cleaning, Power Washing or Painting. Move , cover, or protect surfaces, equip. or structures during graffiti removal. Inspect graffiti daily & remove w/in 48 hrs
d. Electrical & Lighting	Monthly	Electrical fixtures/lighting fixtures inspected monthly, repaired, re- lamp, replaced as needed for safe operation.
e. Signage Maintenance	Weekly Inspect	Maintain, repair, replace worn/damage signage. Inspect weekly, clean, repair & replace as required
f. Fence & Gate Maintenance	Quarterly Inspect	Maintain/minor repair worn/damage fences, gates & barriers. Inspect quartly for operation & safe condition
g. Parking Lots	As Needed	Maintain/Refurbish Pay Boxes & Stands
h. Turf Maintenance	As Needed	Repair damage irrigation, bare and damaged areas & weed removal as needed Detaching, aeration, & fertilization including treating for disease, weeds and insects performed annually
i. Tree Trimming	Annually	Perform pruning semi-annual or Annually as required under recommendation of a certified arborist.
j. Irrigation Maintenance	Monthly W/in 24 hrs Annually	Test, Adjust, Repair irrigation water pres.. 60-80 psi includes controller, valve & boxes, sprinkler heads, laterals, mainlines, & water pres. Regulator Repair leaks/defective irrigation valves/sprinkler heads within 24 hours of notice. Certification irrigation backflow device
k. Planted Areas Maintenance	As Needed	Irrigation, removal & replanting of dead or diseased shrubs with replacement in kind as needed

	Weekly Quarterly Annually	Remove weeds weekly Prune/trim ground cover quarterly Fertilization of shrubs. ground cover; treating for disease, weeds, & insects once a year
a. Trash Collection	Daily 2 x day	Empty trash containers/change liners daily /as needed During Events/Memorial Day weekend thru Labor Day weekend, empty trash containers & remove litters
b. Sweeping	Daily or As Needed	Hand or mech'l sweeping all areas. Shall sweep all areas & place collected sand on beach or beach access points.
c. Graffiti Removal	Inspect Daily/Re move in 48 Hrs.	Remove graffiti by Chemical cleaning, Power Washing or Painting. Move , cover, or protect surfaces, equip. or structures during graffiti removal. Inspect graffiti daily & remove w/in 48 hrs
d. Electrical & Lighting	Monthly	Electrical fixtures/lighting fixtures inspected monthly, repaired, re-lamp, replaced as needed for safe operation.
e. Signage Maintenance	Weekly Inspect	Maintain, repair, replace worn/damage signage. Inspect weekly, clean, repair & replace as required
f. Fence & Gate Maintenance	Quarterly Inspect	Maintain/minor repair worn/damage fences, gates & barriers. Inspect quarterly for operation & safe condition
g. Parking Lots	As Needed	Maintain/Refurbish Pay Boxes & Stands
h. Planted Areas Maintenance	As Needed Weekly Quarterly Annually	Irrigation, removal & replanting of dead or diseased shrubs with replacement in kind as needed Remove weeds weekly Prune/trim ground cover quarterly Fertilization of shrubs. ground cover; treating for disease, weeds, & insects once a year
i. Turf Maintenance	As Needed Annually	Repair damage irrigation, bare and damaged areas & weed removal as needed Detaching, aeration, & fertilization including treating for disease, weeds and insects performed annually
j. Tree Trimming	Annually	Perform pruning semi-annual or Annually as required under recommendation of a certified arborist.
k. Irrigation Maintenance	Monthly W/in 24 hrs Annually n. Irrigation Maintena nce	Test, Adjust, Repair irrigation water pres.. 60-80 psi includes controller, valve & boxes, sprinkler heads, laterals, mainlines, & water pres. Regulator Repair leaks/defective irrigation valves/sprinkler heads within 24 hours of notice. Certification irrigation backflow device
l. Handrailings	Quarterly Inspect	Remove rust, clean, and polish, as needed.

EXHIBIT B

QUARTERLY INSPECTION CHECKLIST San Diego Unified Port District

SUBJECT: Procedure for Inspection Reporting

REFERENCE: Tidelands Maintenance Services

PURPOSE: To define the process and requirements of performing tidelands maintenance service inspections and documenting discrepancies for action for maintenance services not in compliance with the Agreement.

SCOPE: Applies to all work performed by the City under the Agreement and it's Attachments and Exhibits.

RESPONSIBILITIES:

City:

Complete work as specified in Attachment A, Scope of Services and Exhibit A, Location Service Frequency and Description of Work, of the Agreement and manages performance of personnel to meet the requirements of the Agreement.

Correct Discrepancies for Action to the satisfaction of the District.

District's Inspector:

Perform joint inspections and tidelands maintenance monitoring of areas as scheduled in the Scope of Services Attachment A and included in Exhibit A Location Service Frequency and Description of Work.

Provide City a Action Report for each inspected area of the recommended maintenance/discrepancies for action identifying assigned responsibility.

INSPECTION ACTION REPORT

DISTRICT REPRESENTATIVE:

DATE:

AREA(S) INSPECTED	DATE INSPECTED	ACTION BY	COMMENTS
a. Trash Collection			
b. Graffiti Removal			
c. Electrical & Lighting			
d. Utility Maintenance			
e. Signage Maintenance			
f. Fence & Gate Maintenance			
g. Public Restroom Maintenance			
h. Pier Maintenance			
DUNES PARK			
a. Trash Collection			
b. Sweeping			
c. Graffiti Removal			
d. Electrical & Lighting			
e. Utility Maintenance			
f. Signage Maintenance			
g. Fence & Gate Maintenance			
h. Public Restroom Maintenance			
i. Sports/Amphitheater Facility Maintenance			
j. Playground/Picnic Area Maintenance			
k. Planted Areas Maintenance			
l. Turf Maintenance			
m. Tree Trimming			
n. Irrigation Maintenance			
o. Handrailings			
MEL PORTWOOD PIER PLAZA			
a. Trash Collection			
b. Sweeping			

c. Graffiti Removal			
d. Electrical & Lighting			
e. Utility Maintenance			
f. Signage Maintenance			
g. Public Restroom Maintenance			
h. Plaza Maintenance			
j. Playground/Picnic Area Maintenance-Landscape			
k. Planted Areas Maintenance-Landscape			
l. Turf Maintenance Landscape			
m. Tree Trimming			
n. Irrigation Maintenance Landscape			
o. Handrailings			
BEACH AREA			
a. Trash Collection			
b. Graffiti Removal			
c. Signage Maintenance			
d. Fence & Gate Maintenance			
e. Beach Area Maintenance			
f. Lifeguard Tower Maintenance			
			(Seacoast Dr. at Palm Ave. & Elkwood St. at Seacoast Dr.)
a. Trash Collection			
b. Sweeping			
c. Graffiti Removal			
d. Electrical & Lighting			
e. Signage Maintenance			
f. Fence & Gate Maintenance			
g. Parking Lots			
h. Turf Maintenance			
i. Tree Trimming			
j. Irrigation Maintenance			
k. Planted Areas Maintenance			
a. Trash Collection			
b. Sweeping			
c. Graffiti Removal			

d. Electrical & Lighting			
e. Signage Maintenance			
f. Fence & Gate Maintenance			
g. Parking Lots			
h. Planted Areas Maintenance			
i. Turf Maintenance			
j. Tree Trimming			
k. Irrigation Maintenance			
l. Handrailings			

SAT – Satisfactory ACT – Corrective Action Required IB – City of Imperial Beach DIST – SDUPD
 UNSAT – Unsatisfactory

Accepted receipt of notification:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
CERTIFICATE OF INSURANCE
San Diego Unified Port District

By signing this form, the authorized agent or broker certifies the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's Agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage noted on page 2 of this certificate.
- (3) Signed copies of all endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Attn: Audit, Risk Management & Safety
P. O. Box 120488, San Diego, CA 92112-0488
FAX: 866-875-1993

Name and Address of Insured (Contractor or Vendor)	SDUPD Agreement Number _____ This certificate applies to all operations of named insured's property in connection with all Agreements between the District and Insured.
--	--

CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$ _____
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____

CO LTR	COMPANIES AFFORDING COVERAGE	BEST'S RATING
A		
B		
C		
D		

A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or Better unless Approved in Writing by the District.

Name and Address of Authorized Agent(s) or Broker(s)	E-Mail Address: _____
	Phone: _____ Fax Number: _____
	Signature of Authorized Agent(s) or Broker(s) _____
	Date: _____

**SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written Agreements, contracts and leases with the San Diego Unified Port District and/or any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insured in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
4. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation, change in coverage, reduction of limits or non-renewal. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, Agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

**MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION,
LIMIT REDUCTIONS, AND CHANGES IN COVERAGE TO:**

**Attn: Linda Wikstrom, Audit, Risk Management & Safety
P. O. Box 120488, San Diego, CA 92112-0488
FAX: 866-875-1993**



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: August 19, 2009
ORIGINATING DEPT.: City Manager

SUBJECT: ADOPT RESOLUTION NO. 2009-6790 APPROVING A MEMORANDUM OF UNDERSTANDING ON WAGES AND OTHER TERMS AND CONDITIONS BETWEEN THE CITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) AND AMENDING THE FY 09-11 BUDGET

BACKGROUND:

City staff has met and conferred with the representatives of Service Employees International Union (SEIU), which represents our miscellaneous, lifeguard, and part-time employees, to reach an agreement on a new Memorandum of Understanding (MOU) for Fiscal Years 2009-10 and 2010-11. Both SEIU and city staff are recommending approval of this MOU and that it be retroactive to July 1, 2009.

DISCUSSION:

Significant changes include:

Fiscal Year 2009-10

- A 1.5% stipend paid in a lump sum as soon as practicable after Council approval of the MOU, and a 1.5% stipend for part time employees, based on actual hours worked during FY 2008-09.
- \$50 increase per month in health benefits (\$745 to \$795 per month) effective January 1, 2010.
- Lifeguards may be reimbursed up to \$90 per fiscal year for sunglasses replacement.

Fiscal Year 2010-11

- A 1.5% stipend paid in a lump sum the first full pay period after July 1, 2010, prorated for employees that did not work the entire previous fiscal year.
- A 1.5% stipend paid to part time employees based on actual hours worked in FY 2009-10.

There were other minor clarifications to the MOU language that have no financial impacts.

As has been past practice, staff is recommending that these stipend and benefit changes be extended by the City Manager to the appointive management, mid-management and confidential employee classifications that are not represented by SEIU. If approved by the City Council, the stipend amounts will be implemented as soon as practicable.

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL IMPACT:

The stipend and benefit increases will cost approximately \$94,240 in FY 2009-10 and \$112,240 in FY 2010-11 and are not currently allocated in the existing budget. If Council approves the Resolution, the City Manager will allocate funds to the departments from various reserve fund balances.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2009-6790 approving an MOU on wages and other terms and conditions between the City of Imperial Beach and SEIU, and providing for unrepresented groups, and amending the budget for a two-year term commencing on July 1, 2009 and ending on June 30, 2011.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary R. Brown, City Manager

Attachments:

1. Resolution 2009-6790 adopting MOU and budget amendment.
2. MOU between City and SEIU for July 1, 2009 to June 30, 2011.

RESOLUTION NO. 2009-6790**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING ON WAGES AND OTHER TERMS AND CONDITIONS BETWEEN THE CITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) AND AMENDING THE FY 09-11 BUDGET**

WHEREAS, the City staff met and conferred with the representatives of SEIU to reach an agreement on a new Memorandum of Understanding for FY 2009-10 and FY 2010-11; and

WHEREAS, the City agrees to provide a 1.5% stipend to all full-time regular employees retroactive to July 1, 2009, and a 1.5% stipend to part time employees based on actual hours worked in FY 2008-09; and

WHEREAS, the City agrees to provide a \$50 increase per month in health benefits effective January 1, 2010; and

WHEREAS, the City agrees to provide up to \$90 per fiscal year to employees in Lifeguard positions for sunglasses reimbursement; and

WHEREAS, the City agrees to provide a 1.5% stipend to all full time regular employees on July 1, 2010, and a 1.5% stipend to part-time employees based on actual hours worked in FY 2009-10; and

WHEREAS, the City agrees to have reopener discussions on several salary and benefit-related topics as stated in the July 1, 2009 - June 30, 2011 SEIU MOU during the life of the contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. That the above recitations are true and correct.
2. That the City Council hereby approves Resolution No. 2009-6790 authorizing the City to enter into a Memorandum of Understanding between the City of Imperial Beach and SEIU for a two-year term commencing July 1, 2009 and ending June 30, 2011.
3. Authorizes and directs the City Manager or designee to execute said MOU for and on behalf of the City of Imperial Beach.
4. That the City Council authorizes amending the FY 2009-10 and FY 2010-11 budgets by directing the Director of Finance to transfer from various accounts, including but not limited to the unallocated general fund balance and miscellaneous departments as appropriate an amount not to exceed \$94,240 in FY10 and not to exceed \$112,240 in FY11. Exact amounts will be reported in the next quarterly budget update.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of August 2009, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, CA. 91932

And

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 221
4004 Kearny Mesa Road
San Diego, CA. 92111

TERM:

July 1, 2009 – June 30, 2011

FINAL

* * * * *

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Exhibit "D"	SEIU Recognition of Miscellaneous Service Classifications – FY 09-10 & 10-11
Exhibit "E"	City's Salary & Compensation Plan, Effective July 1, 2009
Exhibit "F"	City Section 125 Election Documents
Exhibit "G"	City Manager Memorandum – Stand by Pay Authorization
Exhibit "H"	Alternative 9/80 Work Schedule Side Letter & Policy

Preamble

Representatives of the City of Imperial Beach and the Service Employees International Union (SEIU) Local 221, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding hereinafter referred to as “M.O.U” is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties.

This M.O.U shall constitute the whole and entire existing agreement for salary and fringe benefits applicable to members of the SEIU Local 221 hereinafter referred to as “UNION”, and it supersedes all prior agreements, commitments, and practices.

It is understood by the parties that part-time seasonal employees continue to be entitled to the benefits that they were receiving as of the effective date of this agreement. It is further understood that those benefits which the part-time seasonal employees are not currently receiving will not apply to them for the duration of this agreement, with the exception of benefits contained in this agreement.

This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a two-year (2) period commencing July 1, 2009, and ending June 30, 2011.

The CITY recognizes that the UNION is the sole and exclusive bargaining agent and representative of the City’s Miscellaneous Classified Service which are currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law. All UNION representative classifications are referenced in Exhibit “D” of this agreement.

Article 1.0 Management Rights

It is agreed that the City of Imperial Beach, hereafter to be referred to as the “CITY” has the exclusive right to determine the mission of each of its constituent departments, divisions, boards, and commissions; to set standards of selection for employment and promotion; to exercise control and discretion over its organization and operations; to direct its employees and to take disciplinary action for proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted; to determine the context of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over the technology of performing its work.

The exercise of such rights shall be reasonable and shall not preclude employees of the SEIU Local 221 hereafter to be referred to as the “UNION”, from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

Article 2.0 Employee Rights

It is agreed that each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the CITY, or to refuse to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, or other employees, or employees organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized UNION representative.

It is agreed that whenever a CITY employee desires to represent himself/herself in consulting with CITY management during his/her regular hours of work, he/she shall first request and obtain from his/her department head permission to take time off to do so, which permission shall not be unreasonably withheld.

Article 3.0 Responsibilities of the Union

Recognizing the crucial role of the CITY in the preservation of the public health, safety and welfare of a free society, the UNION agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all of their assigned duties, rendering loyal and efficient service to the very best of their abilities.

The UNION, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represent; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

The UNION further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of all City services during the term of this agreement.

Article 4.0 Unfair Employee Relations Practices

1. It is agreed that it shall be unfair employee relations practice for the City and its management representatives:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this M.O.U. shall not be construed as financial support.
 - c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
2. It is agreed that it shall be an unfair employee relations practice for the UNION, its representatives, or members:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To refuse to meet and confer in good faith CITY officials on matters within the scope of representation.
 - c. To refuse to furnish the CITY in writing the names of its representatives, shop stewards and/or their alternates.

Article 5.0 Grievance Procedure

It is agreed that the UNION shall have the right to assist any employee covered by this M.O.U. who requests representation of his/her grievance and/or work safety measures for consideration of CITY representatives. The City shall release authorized personnel during normal work hours to resolve such grievances, and the pay for such personnel will continue during this period, but overtime pay will not be authorized.

It is agreed that the Grievance Procedure shall be as outlined in the attached Exhibit “A” and made part of this M.O.U. Refer to Article X – Grievance Procedure, of the City of Imperial Beach Personnel Rules for additional information.

Article 6.0 Discharge or Other Disciplinary Action

It is agreed that the CITY shall advise the employee involved of his/her right to representation and a statement in writing for the reason or reasons for taking any disciplinary action against him/her.

It is agreed that all appeals relating to disciplinary action shall be submitted in writing to the CITY in accordance with Article IX – Disciplinary Procedure, of the City of Imperial Beach Personnel Rules, a copy of which is attached as Exhibit “B” and made part of this M.O.U.

Article 7.0 General Provisions

1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the initial twelve (12) month probationary period. Such discharge shall not be subject to the Grievance Procedure or to the Discipline Procedure of the City of Imperial Beach Personnel Rules.
2. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the UNION by reason of age, sex, creed, color, national origin, UNION membership or non-UNION membership.
3. Bulletin Boards: It is agreed that the CITY shall provide bulletin boards in the following locations which may be used by UNION in posting appropriate UNION notices and announcements and related material.
 - a. City Hall
 - b. Fire Department
 - c. Public Works Facility
 - d. Lifeguard Station
4. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of the Personnel Officer or designee. Access shall be scheduled at the convenience of the employee and Personnel Officer or designee. Copies of all materials to be included in personnel folders shall be provided to individual employees.
5. Visitation Rights: It is agreed that the authorized representatives of the ASSOCIATION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this M.O.U. is being observed, to have access to the bulletin boards, and the right to be present at any meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hours operations or cause unnecessary loss of time to the CITY.
6. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the M.O.U. by attempting to contact the employee through the last address of record.
7. Supervisory Meetings: Any Supervisor covered by this agreement who is required to attend any meeting on CITY business either before or after scheduled work hours shall receive compensatory time exclusive of travel time.
8. Training Sessions: In addition, all other departmental personnel shall be required to attend an established number of training sessions necessary to job indoctrination and performance, which will be on CITY time.
9. New Employees: The CITY will provide the UNION President and UNION Field Representative with names and departments of newly hired employees.

10. Personnel Officer: Where questions arise as to the benefits employees may receive under the CITY's rules, the employee should direct those questions to the CITY's Personnel Officer.
11. Mileage Reimbursement: Employees shall be reimbursed at the current rate allowed by the Internal Revenue Service for the authorized use of their private vehicle on City business. Employees shall also be reimbursed for parking fees paid while using their vehicle on City business.

An employee who uses his/her automobile for City business must provide the minimum automobile insurance coverage required by the State of California. Evidence of current insurance must be on file with the City.
12. Salary Increases: Salary increases that are based on a known date, such as longevity pay and step increase, shall be paid from the first day of the pay period in which the anniversary occurs.
13. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5 percent higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid higher in base salary than the highest step of the pay range of the classification to which they are being promoted.
14. Inoculations: Employees who in the course of their regular duties are exposed to raw sewage will receive inoculations as medically necessary at City expense. Those employees who in the course of their regular duties may be exposed to sewage contaminated water will be offered inoculations as medically appropriate at City expense.
15. Outsource: The City shall notify the Union prior to issuance of any solicitation of work traditionally performed by regular employees of the City. The CITY shall notify the UNION in writing thirty (30) days prior to the effective date of any services contract which will require the performance of labor previously provided by CITY employees. In such an event, the UNION may request in writing the discussion of alternatives to such subcontracting. A request to this effect must be received by the City Manager within seven (7) days from receipt by the UNION of the aforementioned notice from the CITY. The CITY shall forestall, for a reasonable period of time, the implementation of any such services contract to allow for a period of negotiation between the CITY and UNION on such alternatives to subcontracting out work previously provided by CITY employees.
16. Bi-lingual Pay Differential: When an employee possesses competent bi-lingual skills, that full-time employee shall be granted \$50.00 a month for use of this skill, with part-time employees receiving \$.40 cents per hour, not to exceed \$50 per month. Competence shall be determined by an oral and written test mutually agreed to by the CITY and UNION.
17. Skin Cancer Prevention: The CITY shall make available sunscreen for all employees that spend the majority of the workday in an outside environment. The CITY shall provide an annual education session on skin cancer, and how to prevent it.
18. Pay Differential: As designated by the Public Works Director a maximum of two (2) employees with Backflow Certification and a maximum of three (3) employees with Hazardous Materials Labeling & Packaging Standards Certification shall receive an additional \$40 per month to maintain and utilize said Certifications for the benefit of the CITY. In addition, as designated by the Public Works Director, a maximum of five (5) employees with Collection System

Maintenance Grade Certification shall receive either \$20 per month for Grade 1, \$30 per month for Grade 2, \$40 per month for Grade 3, or \$50 per month for Grade 4.

19. Ergonomics: The City will offer ergonomic equipment to meet the reasonable individual needs of employees at a reasonable cost.

Article 8.0 Out-of-Classification Pay

An employee who is assigned in writing to work in a higher classification during the fiscal year for five (5) or more cumulative working days within two (2) consecutive pay periods will be paid at the salary schedule for the higher classification at the lowest step or 5 percent above the current salary, whichever is higher.

Article 9.0 Hours of Work

1. Work Week: Eight (8) hours per day for not more than five (5) days per week, forty (40) hours, shall constitute a normal workweek for employees of the CITY covered by this agreement. A schedule other than eight (8) hours per day, five (5) days per week may be established with mutual agreement by both the affected employees and management.

The work day will include a minimum thirty (30) minute lunch period and two, fifteen (15) minute rest periods in compliance with State regulations.

2. Alternative 9/80 Schedule: The City and the Union will continue to study the impact and feasibility of an alternate 9/80 workweek schedule subject to budget and operational constraints, approval of the City Council and vote of the Union membership. Ongoing implementation of program is subject to an annual review by City Council of program merits for continued consideration subject to operational and financial impacts. (See Exhibit “H”)
3. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established workday and/or workweek for that class and department provided; however, that leave without pay shall not be considered to be work time.
4. Overtime Compensation: This overtime shall be compensated by cash payment or by compensatory time off at one and one-half (1-1/2) times the regular established rate. The smallest unit of time to be used in computing overtime shall be one-quarter (1/4) hour.

Method of compensation shall be determined by the department head. In compliance with the Fair Labor Standards Act, the maximum accrual of compensatory time is 240 hours and may be carried forward from year to year.

5. Call-Back Overtime: An employee required to perform call-back overtime shall receive a minimum of not less than three (3) hours at one and one half (1-1/2) times his/her regular range for such call-back work, even if less service is required.
6. Holidays (Overtime Compensation): Employees required to work on holidays as enumerated in this agreement shall be compensated at a rate of two (2) times the regular salary in addition to the regular salary for the number of hours worked.

7. Stand-by Pay: An employee may be required to be on “stand-by” subject to emergency call-back overtime after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by pay shall have a communication device (i.e. cell phone, pager, etc.) issued by the authorized Department for the designated stand-by period. Employees authorized for stand-by pay shall be compensated at the following rates, as follows:
 - a. For a normal work day stand-by shift, pay shall be two (2) hours per day.
 - b. For a normal weekend stand-by shift (Saturday or Sunday), pay shall be three (3) hours per day.
 - c. For a holiday stand-by shift observed in accordance with an employee M.O.U., pay shall be four (4) hours per day.

8. Building inspections on closed Fridays: The position of Building Official and Building and Housing Inspector (I or II) will be required to work alternative 9/80 closed Fridays providing building inspections. These inspections will be scheduled 24 hours in advance beginning at 7:30 a.m. in appropriate increments and shall not be scheduled past 11:30 a.m. The position(s) providing these inspections shall work a minimum of three (3) hours (or up to five (5) hours as warranted by the number of inspections scheduled) performing inspections or office work to earn a minimum of three (3) hours of over-time or a maximum of five (5) hours of overtime. If no inspections are requested on a 9/80 closed Friday then no hours shall be worked. If all field inspection work is completed prior to the three-hour minimum, the employee shall have the option to work less than the three (3) hours (and be paid for actual over-time hours worked) or continue to work in the office to earn the minimum three-hours of overtime.

Article 10.0 Sick Leave and Industrial Accident Benefits

It is agreed that sick leave for each probationary and regular employee in the CITY service subject to these provisions, shall be authorized as follows:

1. Sick Leave Accrual: Employees shall accrue sick leave with pay at the rate of 8.334 hours for each full month of service for a total of 100 hours for each full twelve (12) months of service. A maximum of 1000 hours may be accumulated. Once an employee has reached the maximum of 1,000 hours, he/she will continue to accrue sick leave hours up and through June 30 of each year at which time the employee will be subject to the sick leave payoff procedure.

2. Sick Leave Permitted: Employees may use accrued sick leave with pay for absences necessitated as follows:
 - a. Illness, including contagious disease, or injury.
 - b. Authorized absence for medical care and/or appointments.
 - c. Death, illness, or injury of a member of the immediate family or domestic partner. To be eligible for the domestic partner benefit, the employee must register their domestic partner with the CITY.

3. Sick Leave Payoff: Only if employed on June 30 each year, regular employees shall receive cash payment for accrued sick leave in excess of 1, 000 hours. Upon retirement from CITY service or separation in good standing after five (5) years of completed CITY service, regular employees shall receive cash payment for fifty (50%) percent of their accrued hours of sick leave to a maximum of 500 hours. Upon the death of a regular employee after five (5) years of completed

CITY service, his/her beneficiary shall receive cash payment for fifty (50%) percent of the accrued hours of sick leave to a maximum of 500 hours. Employees or beneficiaries shall receive maximum sick leave cash payment for no more than 500 accrued sick leave hours.

4. Sick Leave Payoff Procedure: Sick leave when paid off upon separation shall be compensated at the current or latest pay rate of the employee.
5. Industrial Accident Leave: Employees on industrial accident leave shall receive up to 30 working days full pay in lieu of temporary disability payments. Should an industrial injury extend beyond 30 working days, employees may, on a pro rata basis, augment temporary disability pay with accrued sick leave, vacation or compensating time off benefits.

Article 11.0 Holiday and Vacation Benefits

1. HOLIDAYS: It is agreed that holiday benefits for each probationary and regular employee in the CITY shall be authorized as follows:

- | | |
|--|--------------------------------------|
| a. New Year's Day | January 1 |
| b. Martin Luther King, Jr. Day | 3 rd Monday in January |
| c. Washington's Birthday | 3 rd Monday in February |
| d. Cesar Chavez Day | 31 st of March |
| e. Memorial Day | Last Monday in May |
| f. Independence Day | July 4 |
| g. Labor Day | 1 st Monday in September |
| h. Veteran's Day | November 11 |
| i. Thanksgiving | 4 th Thursday in November |
| j. Friday after Thanksgiving | 4 th Friday in November |
| k. Christmas Eve
(One-full day preceding Christmas
except when Christmas falls
on Sunday or Monday in which
case the holiday will be on the
Friday preceding) | December 24 |
| l. Christmas Day | December 25 |
| m. New Year's Eve
(One-full day preceding New Year's
Day except when New Year's Day
falls on Sunday or Monday in which
case the holiday will be on the | December 31 |

Friday preceding)

2. Sunday Holiday: City Hall will be closed on holidays a. through m. above. When a holiday listed herein falls on a Sunday, the following Monday shall be observed as a holiday on which City Hall will be closed.
3. Saturday Holiday: When a holiday listed herein falls on a Saturday, the employee shall be credited with an additional day of vacation.
4. Floating Holidays: Employees shall receive two (2) floating holiday paid absence from work annually to be taken on a day mutually agreeable to the employee and the department head. Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. All floating holidays to be taken on days mutually agreeable to the employee and the Department head.
5. Vacation Accrual: Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules, a copy of which is attached as Exhibit “C” and made a part of this M.O.U.

Article 12.0 Holiday Furlough Program

1. Furlough Hours: The parties agree to a maximum 40 hour per fiscal year Holiday Work Furlough to be calculated by City prior to start of ensuing calendar year period (i.e. January 1). The Work Furlough will take effect during the otherwise normal workweek between the Hard Holidays of December 25 and January 1 only.

In classifications where staffing of positions will be necessary (as determined by City Manager) during the subject workweek, the affected employees shall have added the number of furlough hours worked.

In an effort to minimize the financial impact of the Work Furlough on employees, the employees' bi-weekly pay shall be reduced by an amount reflecting the designated Work Furlough. The adjustment will commence upon the first full pay period of the calendar year, effective January 1, 2010. The work furlough will continue until reduced or discontinued by the parties and will have no impact on employee benefits to the extent permitted by law.

2. Overtime during furlough period: Employees on furlough time who are subsequently called in to work will be paid callback in accordance with SEIU MOU Article 9.0, Section 5, Call-Back Overtime. Overtime will be paid in accordance with SEIU MOU Article 9.0, Section 4, Overtime, only for overtime worked outside the employees' normal work shift.
3. Employees who, through no fault of their own, are not allowed to take their furlough hours within the fiscal year will have the remaining hours carried over for use during the next fiscal year. To be eligible for the carryover, employees must demonstrate that they have made every effort to use their allotted furlough hours.
4. Furlough hours will be prorated for new hires, terminating employees and permanent part-time employees who have an established work schedule of 30 hours or less (3/4 time) and those

temporary part-time employees that work a consistent bi-weekly work schedule on an annual basis who want to participate in the program.

5. The City will make every effort to notify employees of furlough scheduling by August 1st. In cases where decisions relating to who within a classification will work during the furlough period, seniority should not be the sole determining factor. Consideration should be given to employee preferences, equity, etc.
6. Employees scheduled to be off during the furlough period, who are called in to work due to operational necessity, will have the appropriate number of hours of furlough leave credited to their furlough leave bank.
7. Employees scheduled to be off during the furlough period who, at that time, do not have adequate furlough leave hours, will be required to use vacation or floating holiday leave or compensatory time. Sick leave will not be approved to offset furlough leave hours during the furlough period. If there are not sufficient hours in the aforementioned categories, the time will be recorded as Leave Without Pay.

Article 13.0 Insurance Benefits

1. Health Insurance Flexible Benefit Plan

Effective January 1, 2010, the CITY shall increase by \$50 from \$745 to \$795 per month (\$9,540 per plan year) the maximum the CITY pays toward the cost of health insurance coverage or the purchase of other qualified benefits, including a taxable cash benefit as described under the City's Flexible Health Benefit Plan.

All CITY health insurance carriers are provided through the California Public Employees Retirement System (CalPERS). Each employee who elects health insurance shall have \$16 (or the amount required by CalPERS) of the \$795 paid by the City to PERS for that benefit, with the remaining balance available for other cafeteria selections.

An EMPLOYEE who elects to be covered under the City's health insurance plan, must select single employee coverage under the City's dental care provider. This selection is required to be eligible to take advantage of the City's Flexible Spending Accounts (FSAs) for Health Care and Dependent Care. This selection will ensure that no Third Party Administrator (TPA) administrative costs are associated with EMPLOYEE's participation as described under Section 3, Subpart C of this Article.

An EMPLOYEE who elects not to be covered under the City's health insurance plan, may use the total amount for other eligible cafeteria benefits. Those EMPLOYEES who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical coverage (i.e. spouse coverage).

The CITY agrees to reopen the contract in August 2010 to consider changes to the Health Insurance Flexible Benefit Plan amount, for Plan Year 2011.

2. Health and Dental Payroll Deductions Treated as Pre-Tax: All payroll deductions for health and dental care are treated by the CITY on a pre-tax basis in order for the CITY to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted

from the EMPLOYEE's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be to the EMPLOYEE as taxable income.

3. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An EMPLOYEE may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

- a. Health and Welfare FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$1,040 per plan year to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

- b. Dependent Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the City Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

- c. FSA Administration

The City reserves the right to contract with the Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with the third party administration, if any required. Participating employees will pay monthly, per employee, or per transaction administration fees, if any required.

4. State Disability Insurance and Individual Term Life Insurance: Each employee will be provided by City State Disability Insurance and Individual Term Life Insurance, such insurance will not be part of the Flexible Benefits Plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

5. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the EMPLOYEE will not be allowed to change except as follows:

- a. At the next open enrollment
 - b. Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.
 - c. The CITY shall not be liable for any medical costs resulting to the employee as part of this election.
6. Seasonal Employees Benefit: The CITY shall make a good faith effort to seek a health insurance plan for seasonal employees to participate in at EMPLOYEE's expense.

Article 14.0 Uniforms

1. The CITY shall assume full cost for the rental and cleaning of uniforms when required by the Department of Public Works. CITY shall issue to all designated employees five (5) work t-shirts per year per employee at no cost to employee.
2. The CITY shall reimburse designated employees an amount not to exceed \$150.00 per employee per year for safety shoes.
3. The CITY shall issue all lifeguards the following personal wear: one (1) pair of trunks, two (2) shirts, one (1) sweatpants, one (1) hat and duck feet swim fins. Lifeguards shall be responsible for cleaning and maintenance of personal wear. The CITY shall make available for lifeguard use the following: sun screen, pocket mask (CPR), extra thick gloves (rubber), wet suits for winter guards, and jacket. Jackets will be replaced when necessary due to normal wear and tear. Expected life of a jacket is three seasons. If jacket is lost, stolen, or abused the lifeguard must purchase a new one.

CITY shall reimburse all lifeguards one (1) pair safety sunglasses not to exceed \$75.00 per year per employee subject to CITY administrative procedures.

All lifeguards shall adhere to a standard of personal grooming and appearance. Such standards shall be developed in consultation with lifeguard personnel.

Article 15.0 Salaries

1. All represented employees shall receive the following stipend amount during the term of this agreement, as follows:
 - a. Effective July 1, 2009 a 1.5% stipend for those employed July 1, 2009.

Part time employees will receive 1.5% of salary earned in FY08-09 for those employed July 1, 2009.
 - b. Effective July 1, 2010 a 1.5% stipend for those employed July 1, 2010 (prorated for employees that did not work the entire year.)

Part time employees will receive 1.5% of salary earned in FY 09-10 for those employed July 1, 2010.

The CITY agrees to reopen the contract in April 2010 to discuss stipend amounts for FY11. If a new stipend percentage amount is established, that amount would be paid on or after the first full pay period of July 1, 2010.

The City agrees to reopen the contract in April 2010 to discuss the findings of a compensation study on the Lifeguard series. The compensation study will be limited in scope to the base hourly rate comparison.

Article 16.0 Retirement Benefits

1. As of the pay period beginning 9-3-07 through 6-30-08 the employee will pay 6% and the CITY 2% of the total 8% employee share of CalPERS retirement costs. Beginning the first payroll in FY 08-09 CITY will assume the first 1% increase/decrease in total CalPERS costs (total of employee and employer costs) with any increase/decrease beyond 1% to be shared based on the formula as describe in section 2 below.
2. Employees and CITY will share proportionally in any future increases or decreases in total cost of CalPERS. Example: If employer pays 13.185% and employee pays 5.7% then 69.817% of any CalPERS increase/decrease would be attributable to the employer and 30.183% of any CalPERS increases/decreases would be attributable to the employee (up to a maximum of 8% as allowed by CalPERS to be paid by the employee) each year until otherwise agreed.
3. The CITY will continue to provide the following CalPERS retirement benefit:
 - a. The CITY shall provide full-time lifeguards CalPERS 2% at 50 retirement.

Article 17.0 State Disability Insurance

The CITY shall make available State Disability Insurance coverage to those employees who elect to participate, provided that all research and preparation necessary for implementation shall be accomplished by the UNION. Payment for said plan shall be made by the individual employee at no cost to the City.

Article 18.0 Re-negotiation

In the event either party desires to meet and confer on the provisions of a successor M.O.U., it shall serve upon the other its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor Memorandum of Understanding.

Article 19.0 Implementation

This M.O.U. constitutes a mutual recommendation to be jointly submitted to the Imperial Beach City Council. It is agreed that this M.O.U. shall not be binding either in whole or in part unless and until the City Council acts by majority vote formally to approve and adopt said M.O.U.

Article 20.0 Emergency

Nothing contained herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the Association of such changes as soon as possible. Such emergency assignments shall not extend beyond the period of the emergency. Emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Article 21.0 Savings Clause

If any provisions of this M.O.U. or the enabling resolution is at any time, or in any way, held to be contrary to any law by any court or proper jurisdiction, the remainder of this M.O.U. and the remainder of the enabling resolution shall not be affected thereby, and shall remain in full force and effect.

Article 22.0 Agreement Review

Recognizing the joint concern over the City of Imperial Beach's ability to fund the recommendations contained within the agreement, it is mutually understood that should the California State Legislature mandate a salary or fringe benefit item applicable to employees represented by the association, City may at its option require that this M.O.U. be reviewed. It is further understood that should the California State legislature mandate a reduction in a salary or fringe benefit item applicable to the employees represented by the UNION, the UNION may at its option require that this M.O.U. be reviewed.

It is understood that the UNION and the CITY may discuss and consult with each other with respect to non-economic items during the period of this agreement, except as noted above, in order to further communicate between the CITY and UNION in an effort to promote the improvement of personnel management and employer-employee relations.

Article 23.0 Safety Program

A City-wide Safety Program shall be developed and implemented in accordance with federal and state mandated requirements. A Safety Officer shall be appointed among management personnel to develop implement and maintain a City-wide safety awareness program.

Article 24.0 Smoking

No smoking is allowed in City buildings when employees are present.

Article 25.0 Educational Benefits

1. The CITY shall maintain a program providing for the partial refund of tuition and fees for all job related classes or training. The CITY agrees to pay up to \$1,000 per employee per fiscal year for fees, books, and/or tuition for such classes. Classes would require prior approval of the department head and subject to established criteria for reimbursement approval through

administrative policy by City Manager, effective July 1, 2001. The educational benefit is designed to reimburse representative employees for fees, books, tuition, software, and valid parking fees (associated with the course only) upon conclusion of each individual course.

2. The CITY shall conduct at least three (3) lifeguard training events per summer session. Employees shall be paid to attend mandatory lifeguard training sessions.
3. The CITY shall reimburse lifeguards whom, while at the service to the CITY, successfully complete training and receive a certificate as an Emergency Medical Technician. Such reimbursement shall not exceed \$400 and shall be limited to costs incurred for tuition, fees, books, and lab fees. If any lifeguard who has been the recipient of the above reimbursement should leave the lifeguard service before completing three (3) seasons after being reimbursed, he/she shall refund the full reimbursement to the CITY.

Expenses for EMT certificates of renewal shall be reimbursed to Lifeguard Sergeant, Lifeguard II and Lifeguard I classifications. Reimbursement is limited to actual cost of classes, fees and books.

4. CITY agrees to the continuation of an Employee Personal Computer Purchase Program available to all CITY employees during the term of this agreement subject to budgetary constraints and City Council approval.

Article 26.0 Employee Assistance Program

City continues to implement and fund an Employee Assistance Program for all City employees.

Article 27.0 Service Fee

I. Implementation

City of Imperial Beach shall cause the City Auditor to deduct a bi-weekly “Service fee” from the pay warrants of those employees in SEIU Local 221 – represented Bargaining Units who fail to become UNION members within thirty days of employment with the CITY or who terminate UNION membership during City employment. Such fee shall be the equivalent to a Fair Share Fee (proportionate share of the Union’s cost of legally authorized representational services) as determined yearly by a CPA. Remittance of the aggregate amount of all dues, fees and other proper deductions made from salaries of employees covered hereunder shall be made to the UNION by the CITY.

- A. UNION agrees to keep an adequate itemized record of its financial transactions and shall make available annually to the CITY, within sixty days after the end of its fiscal year, a written financial statement in the form of a balance sheet and an operating statement certified as to accuracy by the SEIU Local 221221 President and a Certified Public Accountant.
- B. Union further agrees to hold such disputed fees in their entirety in an escrow account to be maintained at the San Diego County Credit Union, 555 Mildred Street, San Diego, California pending resolution of the dispute pursuant to the Service Fee Complaint Procedure.
- C. Hold Harmless: The UNION hereby agrees to indemnify and hold the CITY harmless from any and all liability arising out of such Service Fees pursuant to this Agreement.

II. Service Fee Complaint Procedure

- A. This Complaint Procedure shall be utilized solely to resolve disputes arising out of the deduction of Service fee by the CITY pursuant to a negotiated agreement.
1. Issues subject to this complaint shall be limited to the following:
 - a. That a portion of the Service Fee deduction is being utilized for non-representation activities.
 - b. That the non-member is a member of a bona-fide religion, body or sect which has historically held a conscientious objections to joining or financially supporting public employee organizations.

In the event that it is determined pursuant to this procedure that such non-member is a member of a religion or body pursuant to this Section, he or she may designate a charitable fund exempt from taxation under Section 501, Paragraph C, Subsection 3 of the Internal Revenue Code chosen from the following:

Muscular Dystrophy
United Way
American Cancer Society
American Red Cross

City agrees to Cause Auditor to deduct and to remit fees so designated in behalf of one of the above charitable organizations to said organization.

- B. Any non-member employee who objects to the deduction of the Service Fee by the CITY shall file a complaint with the Union. The complaint shall be in writing and shall specify the reason(s) for the objection to the deduction. The complaint need not be formal, but shall clearly state the basis for the objection.
1. Any employee who objects to the deduction of the Service Fee shall forward his or her written complaint to the UNION within forty-five (45) calendar days after the fee is initially deducted.
 2. Upon receipt of the written complaint, UNION shall place the entire Service Fee Deduction into escrow pending resolution of the dispute, and shall request a list of arbitrators from the State conciliation Service or the American Arbitration Union.
- C. Informal Mediation: Notwithstanding Step B, Subsection 2, above, either the UNION or the complainant may request the services of a State Conciliation mediator in a preliminary effort to resolve the dispute prior to arbitration. Following such non-binding informal advisory mediation, if either complainant or UNION is dissatisfied, either party may request arbitration.
- D. Selection of Arbitrator: The arbitrator shall be selected by mutual agreement between the SEIU Local 221221 and the grievant or his/her representative. If the UNION and the grievant or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the Sate Mediation and Conciliation Service to submit a list of (5) qualified arbitrators. The UNION and the grievant or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.

1. Date for Complaint Hearing - - The UNION shall contact the selected Arbitrator within ten (10) calendar days from the date of the completion of the Mediation process, or in the event that Mediation is not utilized, within (10) working days of receipt of the complaint. Upon confirmation by the Arbitrator, the UNION will forthwith contact the complainant by certified mail indicating the date, time and place of the complaint hearing.

- E. Payments of Costs: In the event that the UNION prevails in said arbitration, the cost of arbitration shall be shared equally between the UNION and complainant. Should complainant prevail, UNION shall pay the entire cost of the arbitration.

- F. Effect of Arbitrator's Decision: The decision of the arbitrator shall be final and binding. Upon receipt of arbitrator's decision, fees being held in escrow shall be disbursed by the UNION in accordance with said decision. In the event that the UNION prevails, the CITY shall continue to deduct the service fees and to remit them to the UNION as determined by the arbitration.

Article 28.0 Labor Management Committee

The CITY and the UNION agree to establish a Labor Management Committee. The purpose of the Committee is to discuss issues relating to this agreement, and other issues of quality of work life. The Committee shall have no authority to change, modify, alter, or amend this agreement. It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations.

The Committee shall be composed of the President of the UNION or his/her designee and two (2) other Employee representatives and one (1) staff representative from the UNION. In addition, the CITY shall appoint the Director of Personnel or his /her designee and two (2) other management employees.

Meetings shall be held quarterly and additionally when mutually agreed upon and at times that are mutually acceptable to both parties. The party desiring to meet shall request the meeting at least fifteen (15) days prior and shall submit an agenda of items to be discussed. Release time will be provided to UNION representatives for the purpose of serving on the Committee.

It is the intention of the UNION to meet with CITY in the context of Labor Management Committee as soon as possible after the adoption of a new M.O.U., to discuss workload and staffing issues throughout the City.

Article 29.0 Term

The term of this Memorandum shall be for a two (2) year period commencing July 1, 2009, and ending June 30, 2011. This Memorandum shall remain in effect and shall not expire prior to June 30, 2011. After that date, it may be terminated by the City Council upon 30 days written notice and a public hearing.

Article 30.0 Catastrophic Leave

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 40 hours of leave per employee may be transferred with

the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

Article 31.0 Actuarial

CITY agrees to request an actuarial from CalPERS, six months prior to the contract expiration, for the 3% @ 50 enhanced retirement benefit for Lifeguards.

Article 32.0 Payroll Policies

The CITY will strive to notify employees in advance of any change in deductions from their paychecks and make any corrections within the next pay period.

The CITY will implement a policy regarding final paycheck deductions and notify employees of these procedures.

Article 33.0 Other Miscellaneous Provisions

The City will add to Article IV Section 6.0 (Appointments) of the Personnel Rules as follows:

Permanent Part-time: Permanent Part-time employees must work at least 30 hours per week on a continuous basis in order to be eligible for prorated benefits.

The City will modify the first paragraph of Article VI Section Section 5.0 (Salary Adjustments) of the Personnel Rules to read:

Every employee who holds a permanent appointment to a full-time position, upon a written recommendation of the department head and approval of the City Manager, and who receives a competent or better evaluation, shall advance to the next step within the salary range for the class. The advancement will become effective on the first day of the succeeding pay period after completing 2,080 hours at the previous step with the exception of Step A. An employee in a temporary part-time position would be eligible for a step increase effective on the first day of the succeeding pay period after their hire date anniversary if they have complete 780 hours in the previous 12 months (for part-time temporary Lifeguards the anniversary date will be September 1 of each year). Part-time temporary employees will automatically be eligible for a step increase on their anniversary date every 24 months, if they have not otherwise been eligible due to the annual 780-hour requirement.

The City will clarify Article VII Section 4.0 (Vacation Leave) of the Personnel Rules to read:

- (b) Vacation Accrual: Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work days in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in a pay status unless a Memorandum of Understanding applicable to them provides otherwise:

- (1) For employees completing five (5) years or less of continuous service (i.e. First day through 5th anniversary), one (1) working day for each month of service completed, for a maximum of twelve (12) days per year.
- (2) For employees with greater than five (5) years of continuous service up to the completion of ten (10) years of continuing service (i.e. 5 years + 1 day through 10th anniversary), one and one-fourth (1 ¼) working days for each month of service completed, for a maximum of 15 days per year.
- (3) For employees with greater than ten (10) years of continuous service up to the completion of fifteen (15) years of continuing service (i.e. 10 years + 1 day through 15th anniversary), one and one and two-thirds (1 2/3) working days for each month of service completed, for a maximum of 20 days per year.
- (4) For employees with greater than fifteen years of continuous service or more (i.e. 15 years + 1 day and above), two and one-twelve (2.0833) working days for each month of service completed, for a maximum of 25 days per year.

The City will update Article VII Section 3.0 (Holidays With Pay) of the Personnel Rules to read:

Section 3 – Holidays With Pay: An eligible employee shall be entitled to the holidays set forth in the current Memorandum of Understanding.

Employees may request time off to attend religious services or other religious activities on recognized religious holidays during the year. Such time off shall be charged to the employee's accumulated vacation leave, holiday bank, or compensatory time off. If the employee has no accumulated vacation leave, holiday bank, or compensatory time off, such time off shall be without pay.

The method for compensating employees who are required to work on a holiday or whose normal day off falls on a holiday shall be given holiday bank hours to use at a time convenient to the department head and the employee. An employee may accrue a maximum of 80 hours of holiday bank time. Any holiday bank hours beyond 80 hours shall be paid in the pay period incurred.

When an employee is absent on vacation leave, holiday bank leave, sick leave or compensatory time off, a holiday immediately preceding, following, or wholly within such leave period shall be recorded as a holiday and not as a day of leave.

If a holiday falls on Saturday, the preceding Friday will be observed as a holiday. If the holiday falls on Sunday, the following Monday will be observed as a holiday.

Classification Recognition: The positions of Building Official and Management Analyst will be considered part of mid-management (a non-represented group) and not be represented by UNION as part of the City of Imperial Beach miscellaneous employee group.

IN WITNESS WHEREOF, the parties hereto have executed this M.O.U. on the 19th day of August 2009.

CITY OF IMPERIAL BEACH

Gary R. Brown
City Manager

Marcia Raskin
Interim Assistant City Manager

Linda Leichtle
Personnel Services Assistant

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 221

Ben Monterroso
Executive Director
SEIU, Local 221

Lois Balfour
Deputy Director
SEIU, Local 221

Mike S. O'Connor
Worksite Organizer
SEIU, Local 221

Jack Cellano
SEIU Employee Representative

Mary Blair
SEIU Employee Representative

Mike Murphy
SEIU Employee Representative

Richard Hidalgo
SEIU Employee Representative

Exhibit "A"

ARTICLE X – GRIEVANCE PROCEDURE

Section 1 - Purpose of Grievance Procedure

The purpose and objective of this grievance procedure is to provide a just and equitable method for the resolving of grievances as quickly as possible without discrimination, coercion, restraint, or reprisal against any employee or management representative who may be involved in a grievance or its resolution:

Section 2 – Definitions

For the purpose of this grievance procedure, the following definitions apply:

- (a) Employee Representative: An individual who appears on behalf of the employee.
- (b) Grievance: A written complaint of an employee or a group of employees claiming violation of the application or interpretation of the specific express terms of the Personnel Rules or other written rules or regulations for which no other specific method of review is provided in City rules.
- (c) Grievant: An employee or group of employees in the competitive service adversely affected by an act or omission of the City.

Section 3 – Grievance Procedure Exclusions

A grievance is not reviewable under this procedure if it requires modification of a policy established by law or is a matter which is reviewable under some other administrative procedure or Personnel Rule. The following are not grievable:

- (a) Applications for changes in title, job classification, or salary.
- (b) Appeals from formal disciplinary proceedings.
- (c) Appeals arising out of merit system examinations or appointment.
- (d) Appeals from work performance evaluations.
- (e) Complaints arising from the City's health insurance plan.

Section 4 - Specifics of the Grievance:

1. Procedure for Presentation:

In presenting a grievance, the employee shall set forth the following information:

- (a) The specific section of the rules allegedly violated.
- (b) The specific act or omission which gave rise to the alleged violation.
- (a) The date or dates on which the violation occurred.
- (b) The documents, witnesses, or other evidence that supports your position.
- (c) The remedy requested.

2. Prescribed Form:

The written grievance shall be submitted on a form provided by the City.

3. Employee Representative:

The employee may choose a representative at any step in the procedure. No person hearing a grievance need recognize more than two representatives for any employee at any one time, unless desired.

4. Handled During Working Hours:

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved. A grievance shall be presented and processed on City time. This requirement may be waived by mutual agreement. In scheduling the time, place, and duration of any grievance meeting, the employee, the employee's representative, and management shall give due consideration of all the participants' responsibilities in the essential operations of the department.

5. Extension or Waiver of Time:

Any higher level of review or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing.

6. Consolidation of Grievances:

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance.

Section 5 - Grievance Procedure Steps

The following procedure shall be followed by an employee submitting a grievance:

- (a) Grievance to Supervisor: Whenever an employee believes a grievance exists, the employee must discuss the matter informally with the supervisor within twenty (20) working days of the incident on which the grievance is based, occurred, or within twenty (20) working days of the date the employee knows or is shown to have known of the incident. If, after this discussion, the grieving party does not believe the problem has been satisfactorily resolved, within ten (10) working days of the initial meeting, a written grievance may be filed.

- (b) Grievance to Department Head: If the employee and the supervisor cannot reach an agreement as to the grievance or the employee has not received a written decision within five (5) working days, the employee may, within five (5) working days, present the grievance in writing to the department head. The department head shall review the grievance and give a written decision to the employee within five (5) working days after receiving the grievance.
- (c) Grievance to City Manager: If the employee and the department head cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within ten (10) working days, present his grievance in writing to the City Manager. The City Manager shall review the grievance and give a written decision to the employee within ten (10) working days after receiving the grievance.
- (d) Appeal to Personnel Board: If the employee and the City Manager cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within *ten (10)* working days, appeal to the Personnel Board. The rules for the hearing are set forth in Article IX, Section 7, except that the grievant shall have the burden of proof and the order of presentation shall be the reverse, that is the grievant shall present a case first, followed by the City.

Exhibit "B"

ARTICLE IX -DISCIPLINARY PROCEDURE

Section 1 Kinds of Disciplinary Actions

The desirable first step in modifying or changing undesirable employee work performance, action or behavior whenever possible, is to counsel orally an employee on the areas that need to be improved, changed, or stopped and to provide clear guidance on what the work-related expectations are. However, when this is not successful in changing the undesirable performance, act, or behavior, or the undesirable performance, act, or behavior is of such a nature that it warrants a higher level of intervention action, a permanent employee of the City in the Competitive Service may be disciplined or removed from employment for cause by the appointing authority.

Kinds of disciplinary action may include the following:

- (a) Discharge or dismissal;
- (b) Demotion;
- (c) Suspension without pay;
- (d) Reduction in pay, either one or more steps within the salary range permanently or for a fixed period of time;
- (e) Written reprimand;

Section 2 Cause for Disciplinary Action

Any of the following shall be deemed sufficient cause for disciplinary action against any employee with permanent status in the Competitive Service. Charges may be based on causes other than those enumerated, if the action is deemed, by the City Manager or designee, to have a potential detrimental affect to work-related conditions, work-related environment, work-related performance, and/or to the City and its citizens:

- (a) Violations of these rules;
- (b) Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training or failure to discharge duties in a prompt, competent, and responsible manner;

- (c) Willful disobedience or insubordination; or violation of any lawful or official regulation or order; or failure to obey any lawful and reasonable direction given by a superior officer;
- (d) Refusal, neglect, or failure to perform;
- (e) Excessive use or misuse of sick leave;
- (f) Any form of dishonesty, including but not limited to lying, fraud, cheating, deceit, or trickery;
- (g) Intoxication while on duty;
- (h) Fighting or disorderly conduct;
- (i) Discourteous or offensive treatment to the public or other employees;
- (j) Absence without leave, or failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked by the appointing authority;
- (k) Conviction of a felony or misdemeanor which is job-related. Conviction includes a plea of guilty or no contest;
- (l) Abuse, gross negligence, or willful misconduct in the care or operation of City tools or equipment; causing damage to public property or waste of public supplies;
- (m) Soliciting or accepting for personal use a fee, gift, or other item of value in the course of or in connection with work when such fee, gift, or other item of value so solicited or given by any person in the hope or expectation of receiving an advantage, a favor, or better treatment than that accorded other persons;
- (n) Failure to obey an order from the department head or the City Manager to terminate or desist from outside employment or enterprise that has been determined to be incompatible with City employment or detrimental to the efficiency of regular City work;

- (o) Fraud in securing initial employment or subsequent appointment to higher position in City service;
- (p) Violation of safety procedures;
- (q) Immoral conduct while on duty or other failure of good behavior either during or outside of duty hours which does or could discredit the City;
- (r) Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment;
- (s) The use, sale, or possession of illegal narcotics, not prescribed by a physician while on duty;
- (t) Working overtime without authorization.

Section 3 Written Reprimand

Written Reprimand of substandard performance or misconduct may be given to an employee at any time an employee's performance or actions warrants it. The employee may submit a written response to the reprimand within ten (10) days of its receipt. A written reprimand and response, if any, will be placed in the employee's Personnel file. The employee has no right to appeal a reprimand.

Section 4 Notice of Intent

Whenever the department head intends to suspend an employee, demote an employee, reduce an employee in pay, or discharge the employee, the department head shall give the employee a written notice of discipline which sets forth the following:

- (a) The intended disciplinary action;
- (b) The specific charges upon which the action is based;
- (c) A factual summary of the grounds upon which the charges are based;
- (d) A copy of all written materials, reports, or documents upon which the discipline is based;
- (e) Notice of the employee's right to respond to the charges, either orally or in writing, to the City Manager or other impartial designee;

- (f) The date, time and person before whom the employee may respond in no more than ten (10) business days;
- (g) Notice that failure to respond by the specified time shall constitute a waiver of the right to respond prior to final discipline being imposed.

Section 5 Response by Employee

The employee shall have the right to respond to the City Manager, or impartial designee, orally or in writing. The employee shall have a right to be represented at any meeting set to hear the employee's response. In cases of suspensions, demotions, reductions in pay, or discharge, the employee's response will be considered before final action is taken.

Section 6 Final Notice

After the response or the expiration of the employee's time to respond to the notice of intent, the City Manager, or impartial designee, shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; or (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- (a) The disciplinary action taken;
- (b) The effective date of the disciplinary action taken;
- (c) Specific charges upon which the action based;
- (d) A factual summary of the based; upon which the charges disciplinary documents upon which written materials, reports, based; action the Personnel appeal employee's right

Section 7 Appeal Hearing

The appeal procedure shall apply only to cases of disciplinary suspensions, reductions in pay, demotion, and discharges affecting permanent employees within the competitive service.

1. Request for Hearing

Within seven (7) working days after final notice of suspension, reduction in pay, demotion, or dismissal, the employee or the employee's representative may file an appeal in writing to the City Manager. If, within the seven (7) working day appeal period, the employee does not file said appeal, unless goof cause for the failure is

shown, the action of the City shall be considered conclusive and shall take effect as prescribed. The appeal shall include the following:

- (a) An admission or denial of each charge, with an explanation why the charge admitted or denied.
- (b) A statement that the employee disagrees with the penalty, with an explanation of the employee's position.
- (c) The employee's current address.
- (d) A request for a hearing.

Failure to provide this information may result in the appeal not being processed.

2. Scheduling of Hearing

Upon receipt of the request for an appeal, the City Manager shall schedule a hearing before the Personnel Board. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

3. Private or Public Hearings

All hearings shall be private provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date, or the hearing will be closed.

4. Pre-Hearing Procedure

a. Subpoenas

The Personnel Board is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Board only for good cause. The Personnel Department will prepare subpoenas for all witnesses; however, they will only serve subpoenas for current city employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the city to submit the names of current city employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.

b. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Personnel Department a list of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Personnel Board in 3-hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by letters. Neither party will be permitted to call during the hearing a witness not identified pursuant to this section nor to use any exhibit not provided pursuant to this section unless that party can show the prior need for such witness or such exhibit could not reasonably have been anticipated.

5. Submission to the Personnel Board

Five (5) working days prior to the date of the hearing, the Personnel Department shall present each member of the Personnel Board with a copy of the jurisdictional documents. Those documents include the notice of intent to take disciplinary action, the final notice of disciplinary action, and any response from the employee to these documents. The Board shall be provided with copies of the exhibits at the hearing.

6. Record of Proceedings and Costs

a. Court Reporter

All disciplinary appeal hearings may, at the discretion of the Board, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audiotapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court report, the cost will be split equally. If the Board requests the court reporter, the City shall pay the cost of the reporter.

b. Employee Witness Compensation

Employees of the City who are subpoenaed to testify during working hours will be released and compensated while appearing at the hearing. The Board may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they are required to be on call, if required, and actually testify, unless the City agrees to a different arrangement.

7. Conduct of the Hearing

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- c. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- d. Irrelevant and unduly repetitious evidence may be excluded.
- e. The Personnel Board shall determine the relevancy, weight, and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
- f. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

8. Burden of Proof

In a disciplinary appeal, the employer has the burden of proof by preponderance of the evidence.

9. Proceed with Hearing or Request for Continuance

Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. The Board will determine whether good cause exists and will grant or deny the request accordingly.

10. Testimony under Oath

All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will ask witnesses to raise their right hands and respond to the following:

“Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?”

11. Presentation of the Case

The hearing shall proceed in the following order, unless the Personnel Board directs otherwise:

- a. The City shall be permitted to make an opening statement.
- b. The employee or representative shall be permitted to make an opening statement, or reserve an opening statement, until presentation of the case.
- c. The City shall produce its evidence.
- d. The employee may then offer evidence.
- e. The City followed by the appealing party (employee) may offer rebutting evidence.
- f. Closing arguments shall be permitted. The party with the burden of proof shall have the right to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written briefs. After such a request for submittal of written briefs, the Board will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

12. Procedure for the Parties

The department and the employee will address their remarks, including objections, to the Chair of the Board. Objections may be ruled upon summarily, or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the parties shall continue with the presentation of their cases.

13. Right to Control Proceedings

While the parties are generally free to present their cases in the order that they prefer, the Chair reserves the right to control the proceedings, including but not limited to altering the order of witnesses, limiting redundant or irrelevant testimony, or directly questioning witnesses.

14. Hearing Demeanor and Behavior

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board.

15. Deliberation Upon the Case

The Board may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching its decision. The Board may deliberate at the close of the hearing or at a later, fixed date and time.

16. Written Findings and Decision

The Personnel Board shall render its findings and decision as soon after the conclusion of the hearing as possible, but not later than ten (10) working days after concluding the hearing, unless otherwise stipulated to by the parties. A finding must be made by the Board on each material issue.

The Personnel Board may sustain or reject any or all of the charges filed against the employee. The Board may sustain, reject, or modify the disciplinary action invoked against the employee. If the Board reinstates the terminated employee, the employee is only entitled to back pay minus the sum the employee has earned during the period of absence. If a discharge is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

The City Council sits as the Personnel Board.

17. Judicial Review

Judicial review of any final decision by the City Council may be had under Section 1.18.010 of the Imperial Beach Municipal Code.

Section 8 - Failure of Employee to Appear at Hearing

Failure of the employee to appear at the hearing, without just cause, shall be deemed a withdrawal of the appeal and the action of the City Manager shall be final.

Section 9 - Releasing of Information

No information will be released relative to disciplinary action against municipal employees without prior approval of the City Manager.

Exhibit "C"

City of Imperial Beach - Personnel Rules

(New version to be updated in Personnel Rules per MOU)

Article VII – Leaves of Absence

Section 4 - Vacation Leave

The purpose of annual vacation leave is to enable each eligible employee to return to work mentally refreshed

- (a) Waiting Period: All employees in the Competitive Service shall be entitled to use annual vacation leave with pay following the successful completion of his/her probationary period. However, an employee who is still in their probationary status may, after at least six months of service and with at least a satisfactory job performance rating, request vacation leave or compensatory leave if the employee has accrued compensatory leave, with the approval of the department head or designee. Additionally, a new employee who has not successfully completed his/her probationary period will be allowed to take, with the approval of the department head or designee, any Floating Holiday time off that they have accrued during their probationary period.
- (b) Vacation Accrual: Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work days in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in a pay status unless a Memorandum of Understanding applicable to them provides otherwise:
 - (1) For employees completing five (5) years or less of continuous service (i.e. First day through 5th anniversary), one (1) working day for each month of service completed, for a maximum of twelve (12) days per year.
 - (2) For employees with greater than five (5) years of continuous service up to the completion of ten (10) years of continuing service (i.e. 5 years + 1 day through 10th anniversary), one and one-fourth (1 ¼) working days for each month of service completed, for a maximum of 15 days per year.
 - (3) For employees with greater than ten (10) years of continuous service up to the completion of fifteen (15) years of continuing service (i.e. 10 years + 1 day through 15th anniversary), one and one and two-thirds (1 2/3) working days for each month of service completed, for a maximum of 20 days per year.

- (4) For employees with greater than fifteen years of continuous service or more (i.e. 15 years + 1 day and above), two and one-twelve (2.0833) working days for each month of service completed, for a maximum of 25 days per year.
- (c) When to be Taken. Vacation schedules shall be set by the department head or designee with regard to the needs of the service and, as far as possible, with the wishes of the employee. Vacation shall not be deemed authorized until the employee's eligibility is verified by the City Manager or designee. If the employee cannot take part or all of his/her annual vacation in a calendar year, vacation shall be taken during the following calendar year.
- (d) How it May Be Taken: An eligible employee may take earned vacation leave in any increment of one (1) hour or more with the consent of the department head and the approval of the City Manager or designee.
- (e) Vacation Accumulation: As of January 1st of each year, the maximum vacation balance of an employee shall be no more than twice his/her annual vacation accrual. If an employee has accumulated two years worth of vacation leave during the calendar year, the maximum amount of leave can be no more than two years worth on January 1st, or the employee will cease to accrue any additional vacation leave until the amount of vacation leave is brought to the (two) 2 year maximum of vacation leave. Exception: If an employee was administratively precluded from taking excess vacation by management cancellation of an approved scheduled vacation or the employee was administratively precluded from taking excess vacation by denial of a primary and at least two (2) alternate requests for vacation leave requested by the employee at least ninety (90) days prior to January 1, there will be a grace period provided to the employee as follows: The employee shall continue to accrue their vacation leave and will not lose any excess vacation accrual and will be allowed to use the excess leave during the next three (3) month period, January 1 – March 31. If for any reason, management does not allow the employee to use their excess vacation accrual during this three (3) month period of time, the employee will be granted additional three (3) month period(s) of time, until at which time, the employee is allowed to utilize his/her excess vacation leave accrual.
- (f) Vacation Pay at Termination: Upon separation from services for any cause, an eligible employee who has completed at least one (1) year of active service shall be entitled to pay for the number of accumulated vacation days. A lump sum payment will be made as part of final paycheck. Vacation pay shall be at the employee's current rate of pay.

- (g) Part-Time Employees: Temporary part-time employees shall not be eligible for vacation leave. Permanent part-time employees working more than twenty (20) hours a week are entitled to prorated vacation.
- (h) Military Leave: An employee who interrupts City employment because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective, if requested by the employee. This is governed by all applicable state and federal laws.
- (i) Double Compensation Prohibited: Employees shall not work for the City during their vacations.

Exhibit "D"

FY 09-11

(SEIU) LOCAL 221 MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS
(Permanent/Full-Time; Permanent/Part-Time/Part-Time/Temporary/Seasonal)

ADMINISTRATIVE, CLERICAL AND FISCAL GROUP

1. Administrative Assistant (CIP)
2. Administrative Secretary I
3. Administrative Secretary II (not including Adm. Sec. II for City Manager)
4. Account Clerk/Technician
5. Administrative Intern (CDD)
6. Administrative Intern (GIS)
7. Building/Code Compliance Specialist
8. Clerk Typist
9. Copier Clerk
10. Craft Instructor
11. Customer Service Specialist
12. Human Resources Technician
13. Junior Clerk Typist
14. Office Specialist
15. Senior Account Technician

MAINTENANCE GROUP

1. Beach Maintenance Worker (P/T)
2. Custodian
3. Graffiti Program Coordinator
4. Heavy Equipment Operator
5. Maintenance Worker II (Sewer, Street, Landscape, Tidelands)
6. Maintenance Worker I (Sewer, Street, Landscape, Tidelands)
7. Maintenance Worker (Sewer, Street, Landscape, Tidelands)
8. Mechanic II
9. Mechanic I
10. Mechanic Helper

PROFESSIONAL, SERVICE, AND TECHNICAL GROUP

1. Assistant Planner
2. Assistant Project Manager
3. Associate Planner
4. Building/Housing Inspector II
5. Building/Housing Inspector I
6. Building and Planning Technician
7. Capital Improvement Program Manager
8. Code Compliance Officer
9. Environmental Program Specialist
10. Fire Safety Inspector II
11. Network Systems Technician
12. Program Coordinator (Seniors)
13. Program Aide (Seniors)

FY 09-11

(SEIU) LOCAL 221 MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS
(Permanent/Full-Time; Permanent/Part-Time/Part-Time/Temporary/Seasonal)

14. Project Management Technician
15. Public Works Inspector
16. Recreation Leader
17. Recreation Program Coordinator
18. Recreation Program Aide
19. Residential Fire/Safety Inspector

PUBLIC SAFETY GROUP

1. Beach Lifeguard II (Part-Time & Full-Time)
2. Beach Lifeguard I (Part-Time & Full-Time)

SUPERVISORY GROUP

1. Beach Lifeguard Lieutenant
2. Beach Lifeguard Sergeant
3. Grounds & Facilities Supervisor
4. Fleet Supervisor
5. Sewer Supervisor
6. Street Supervisor
7. Tidelands Supervisor

Exhibit "E"



City of Imperial Beach

**FY 2009-11
SALARY & COMPENSATION PLAN
Sections I - III**

Effective July 1, 2009

Adopted August 19, 2009 by Resolution No. 2009-6791

City of Imperial Beach

SECTION 1
POSITION CLASSIFICATIONS
AND MONTHLY COMPENSATION SCHEDULE

FY 2009-11

CITY OF IMPERIAL BEACH
POSITION CLASSIFICATIONS AND MONTHLY COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2009 - JUNE 30, 2011

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			<u>LOW</u>	<u>HIGH</u>
5010	ACCOUNT/CLERK TECHNICIAN	32	2,569	3,278
5015	ADMINISTRATIVE ASSISTANT (CIP)	41	3,063	3,909
5020	ADMINISTRATIVE INTERN	29	2,335	2,982
5025	ADMINISTRATIVE INTERN-GIS	29	2,335	2,982
5030	ADMINISTRATIVE SECRETARY I	39	2,949	3,764
5040	ADMINISTRATIVE SECRETARY II	43	3,185	4,064
5050	ASSISTANT PLANNER	46	3,382	4,316
5065	ASSISTANT PROJECT MANAGER	52	3,916	4,998
5060	ASSOCIATE PLANNER	52	3,916	4,998
8010	BEACH LIFEGUARD I	30	2,427	3,098
8020	BEACH LIFEGUARD II	37	2,809	3,585
8030	BEACH LIFEGUARD LIEUTENANT	50	3,821	4,876
8040	BEACH LIFEGUARD SERGEANT	49	3,649	4,659
9010	BEACH MAINTENANCE WORKER	18	1,747	2,231
5068	BUILDING/CODE COMPLIANCE SPECIALIST	32	2,569	3,278
5070	BUILDING & PLANNING TECHNICIAN	42	3,100	3,958
5080	BUILDING/HOUSING INSPECTOR I	51	3,858	4,925
5090	BUILDING/HOUSING INSPECTOR II	55	4,240	5,411
9015	CAPITAL IMPROVEMENT PROGRAM MANAGER	56	4,346	5,547
6010	CLERK TYPIST	29	2,335	2,982
6020	CODE COMPLIANCE OFFICER	48	3,560	4,545
6030	COPIER CLERK	9	1,416	1,808
6040	CRAFT INSTRUCTOR	9	1,416	1,808
9020	CUSTODIAN	24	2,051	2,618
6050	CUSTOMER SERVICE SPECIALIST	41	3,063	3,909
4010	DEPUTY CITY CLERK (Records Technician)	43	3,185	4,064
9000	ENVIRONMENTAL PROGRAM SPECIALIST	46	3,382	4,316
4020	FINANCIAL SERVICES ASSISTANT	48	3,560	4,545
6065	FIRE SAFETY INSPECTOR II	55	4,240	5,411
6060	FIRE SAFETY INSPECTOR II (PT)	64	5,216	6,657
9030	FLEET SUPERVISOR	52	3,916	4,998
9040	GRAFFITI PROGRAM COORDINATOR	44	3,258	4,159
9050	GROUNDS & FACILITIES SUPERVISOR	56	4,346	5,547
9060	HEAVY EQUIPMENT OPERATOR	41	3,063	3,909
6067	HUMAN RESOURCES TECHNICIAN	41	3,063	3,909
6070	JUNIOR CLERK TYPIST	19	1,796	2,293
9070	MAINTENANCE WORKER	33	2,615	3,339
9080	MAINTENANCE WORKER I	36	2,776	3,544
9090	MAINTENANCE WORKER II	41	3,063	3,909
11110	MECHANIC HELPER	15	1,618	2,064
11120	MECHANIC I	40	2,983	3,808
11130	MECHANIC II	45	3,287	4,196
6073	NETWORK SYSTEMS TECHNICIAN	38	2,901	3,701
6075	OFFICE SPECIALIST	29	2,335	2,982
4030	PERSONNEL SERVICES ASSISTANT	51	3,858	4,925
11140	PIER/BEACH MAINTENANCE WORKER	32	2,569	3,278
6080	PROGRAM AIDE	10	1,451	1,852
11153	PUBLIC WORKS INSPECTOR	50	3,821	4,876

**CITY OF IMPERIAL BEACH
CLASSIFICATION AND COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2009 - JUNE 30, 2011**

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
6090	PROGRAM COORDINATOR	30	2,427	- 3,098
11150	PROJECT MANAGER TECHNICIAN	45	3,287	- 4,196
7000	RECREATION LEADER	17	1,700	- 2,169
7010	RECREATION PROGRAM AIDE	10	1,451	- 1,852
7020	RECREATION PROGRAM COORDINATOR	34	2,642	- 3,372
7025	RESIDENTIAL FIRE/SAFETY INSPECTOR	39	2,949	- 3,764
7030	SENIOR ACCOUNT/CLERK TECHNICIAN	38	2,901	- 3,701
11155	SENIOR PUBLIC WORKS SUPERVISOR	64	5,216	- 6,657
11160	SEWER SUPERVISOR	50	3,821	- 4,876
11170	STREET SUPERVISOR	50	3,821	- 4,876
11180	TIDELANDS SUPERVISOR	50	3,821	- 4,876

<u>Job No.</u>	<u>Fire Department (sworn)</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
8080	FIREFIGHTER	6	3,769	4,811
8090	FIREFIGHTER/PARAMEDIC	FP6	4,195	5,354
8060	FIRE ENGINEER	7	4,195	5,354
8070	FIRE ENGINEER/PARAMEDIC	FP7	4,509	5,755
8050	FIRE CAPTAIN	8	4,964	6,336

<u>Job No.</u>	<u>Management and Mid-management</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
2020	ASSISTANT CITY MANAGER	BAND	5,807	- 10,452
6000	BUILDING OFFICIAL	BAND	5,757	- 8,496
2030	CITY CLERK	BAND	5,807	- 10,452
3010	CITY PLANNER	BAND	4,646	- 6,388
2040	COMMUNITY DEVELOPMENT DIRECTOR	BAND	5,807	- 10,452
3025	ENVIRONMENTAL PROGRAM MANAGER	BAND	4,646	- 6,388
2010	FINANCE DIRECTOR	BAND	5,807	- 10,452
3040	FINANCE SUPERVISOR	BAND	4,646	- 6,388
3050	LIFEGUARD CAPTAIN	BAND	4,646	- 6,388
3060	MANAGEMENT ANALYST	BAND	4,065	- 5,227
6071	NETWORK ADMINISTRATOR	BAND	4,646	- 6,388
2050	PUBLIC SAFETY DIRECTOR/FIRE CHIEF	BAND	5,807	- 10,452
2060	PUBLIC WORKS DIRECTOR	BAND	5,807	- 10,452
3070	PUBLIC WORKS SUPERINTENDENT	BAND	4,646	- 6,388
3080	REDEVELOPMENT COORDINATOR	BAND	5,757	- 7,347

<u>Job No.</u>	<u>Elected and City Manager</u>	<u>Range</u>	<u>Monthly Salary</u>	
1010	CITY COUNCILMEMBER	N/A	300	
1020	CITY MANAGER	N/A	Contract	
1030	MAYOR	N/A	1,100	

City of Imperial Beach

SECTION 2
SALARY RANGES AND STEPS

FY 2009-11

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Fire and Miscellaneous Employee Groups
EFFECTIVE July 1, 2009 - June 30, 2011

SWORN FIRE EMPLOYEES

FIRE RANGE 06-40 HRS	06/01	06/02	06/03	06/04	06/05	06/06
Hourly	21.7460	22.8320	23.9740	25.1740	26.4320	27.7540
BI-WEEKLY	1739.68	1826.56	1917.92	2013.92	2114.56	2220.32
ANNUAL	45231.68	47490.56	49865.92	52361.92	54978.56	57728.32
FIRE RANGE 07-40 HRS	07/01	07/02	07/03	07/04	07/05	07/06
Hourly	24.2000	25.4100	26.6810	28.0150	29.4160	30.8870
BI-WEEKLY	1936.00	2032.80	2134.48	2241.20	2353.28	2470.96
ANNUAL	50336.00	52852.80	55496.48	58271.20	61185.28	64244.96
FIRE RANGE 08-40 HRS	8/01	8/02	8/03	8/04	8/05	8/06
Hourly	28.6410	30.0730	31.5760	33.1560	34.8130	36.5540
BI-WEEKLY	2291.28	2405.84	2526.08	2652.48	2785.04	2924.32
ANNUAL	59573.28	62551.84	65678.08	68964.48	72411.04	76032.32
FIRE RANGE 6P-40 HRS	06P/01	06P/02	06P/03	06P/04	06P/05	06P/06
Hourly	24.2030	25.4130	26.6840	28.0180	29.4190	30.8900
BI-WEEKLY	1936.24	2033.04	2134.72	2241.44	2353.52	2471.20
ANNUAL	50342.24	52859.04	55502.72	58277.44	61191.52	64251.20
FIRE RANGE 7P-40 HRS	07P/01	07P/02	07P/03	07P/04	07P/05	07P/06
Hourly	26.0160	27.3170	28.6820	30.1170	31.6220	33.2040
BI-WEEKLY	2081.28	2185.36	2294.56	2409.36	2529.76	2656.32
ANNUAL	54113.28	56819.36	59658.56	62643.36	65773.76	69064.32
FIRE RANGE F06-56 HRS	F06/01	F06/02	F06/03	F06/04	F06/05	F06/06
Hourly	15.5320	16.3100	17.1250	17.9810	18.8800	19.8240
BI-WEEKLY	1739.58	1826.72	1918.00	2013.87	2114.56	2220.29
ANNUAL	45229.18	47494.72	49868.00	52360.67	54978.56	57727.49
FIRE RANGE F07-56 HRS	F07/01	F07/02	F07/03	F07/04	F07/05	F07/06
Hourly	17.2860	18.1500	19.0580	20.0100	21.0120	22.0620
BI-WEEKLY	1936.03	2032.80	2134.50	2241.12	2353.34	2470.94
ANNUAL	50336.83	52852.80	55496.90	58269.12	61186.94	64244.54
FIRE RANGE F08-56 HRS	F08/01	F08/02	F08/03	F08/04	F08/05	F08/06
Hourly	20.4580	21.4800	22.5550	23.6820	24.8670	26.1100
BI-WEEKLY	2291.30	2405.76	2526.16	2652.38	2785.10	2924.32
ANNUAL	59573.70	62549.76	65680.16	68961.98	72412.70	76032.32
FIRE RANGE FP6-56 HRS	FP6/01	FP6/02	FP6/03	FP6/04	FP6/05	FP6/06
Hourly	17.2880	18.1520	19.0590	20.0130	21.0140	22.0640
BI-WEEKLY	1936.26	2033.02	2134.61	2241.46	2353.57	2471.17
ANNUAL	50342.66	52858.62	55499.81	58277.86	61192.77	64250.37
FIRE RANGE FP7-56 HRS	FP7/01	FP7/02	FP7/03	FP7/04	FP7/05	FP7/06
Hourly	18.5830	19.5120	20.4870	21.5120	22.5870	23.7160
BI-WEEKLY	2081.30	2185.34	2294.54	2409.34	2529.74	2656.19
ANNUAL	54113.70	56818.94	59658.14	62642.94	65773.34	69060.99

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Fire and Miscellaneous Employee Groups
EFFECTIVE July 1, 2009 - June 30, 2011

MISCELLANEOUS EMPLOYEES (Includes 3.5% increase as of July 1, 2008)

	09/01	09/02	09/03	09/04	09/05	09/06
RANGE 09						
Hourly	8.1680	8.5780	9.0110	9.4630	9.9370	10.4320
BI-WEEKLY	653.44	686.24	720.88	757.04	794.96	834.56
ANNUAL	16989.44	17842.24	18742.88	19683.04	20668.96	21698.56
RANGE 10	10/01	10/02	10/03	10/04	10/05	10/06
Hourly	8.3690	8.7870	9.2270	9.6870	10.1740	10.6830
BI-WEEKLY	669.52	702.96	738.16	774.96	813.92	854.64
ANNUAL	17407.52	18276.96	19192.16	20148.96	21161.92	22220.64
RANGE 11	11/01	11/02	11/03	11/04	11/05	11/06
Hourly	8.5780	9.0110	9.4630	9.9370	10.4320	10.9540
BI-WEEKLY	686.24	720.88	757.04	794.96	834.56	876.32
ANNUAL	17842.24	18742.88	19683.04	20668.96	21698.56	22784.32
RANGE 12	12/01	12/02	12/03	12/04	12/05	12/06
Hourly	8.7940	9.2330	9.6940	10.1810	10.6900	11.2270
BI-WEEKLY	703.52	738.64	775.52	814.48	855.20	898.16
ANNUAL	18291.52	19204.64	20163.52	21176.48	22235.20	23352.16
RANGE 13	13/01	13/02	13/03	13/04	13/05	13/06
Hourly	9.0180	9.4700	9.9440	10.4390	10.9620	11.5120
BI-WEEKLY	721.44	757.60	795.52	835.12	876.96	920.96
ANNUAL	18757.44	19697.60	20683.52	21713.12	22800.96	23944.96
RANGE 14	14/01	14/02	14/03	14/04	14/05	14/06
Hourly	9.2410	9.7000	10.1890	10.6970	11.2340	11.7980
BI-WEEKLY	739.28	776.00	815.12	855.76	898.72	943.84
ANNUAL	19221.28	20176.00	21193.12	22249.76	23366.72	24539.84
RANGE 15	15/01	15/02	15/03	15/04	15/05	15/06
Hourly	9.3350	9.7980	10.2860	10.8010	11.3450	11.9100
BI-WEEKLY	746.80	783.84	822.88	864.08	907.60	952.80
ANNUAL	19416.80	20379.84	21394.88	22466.08	23597.60	24772.80
RANGE 16	16/01	16/02	16/03	16/04	16/05	16/06
Hourly	9.5680	10.0490	10.5510	11.0800	11.6380	12.2230
BI-WEEKLY	765.44	803.92	844.08	886.40	931.04	977.84
ANNUAL	19901.44	20901.92	21946.08	23046.40	24207.04	25423.84
RANGE 17	17/01	17/02	17/03	17/04	17/05	17/06
Hourly	9.8050	10.2930	10.8090	11.3520	11.9160	12.5150
BI-WEEKLY	784.40	823.44	864.72	908.16	953.28	1001.20
ANNUAL	20394.40	21409.44	22482.72	23612.16	24785.28	26031.20
RANGE 18	18/01	18/02	18/03	18/04	18/05	18/06
Hourly	10.0810	10.5850	11.1150	11.6730	12.2580	12.8710
BI-WEEKLY	806.48	846.80	889.20	933.84	980.64	1029.68
ANNUAL	20968.48	22016.80	23119.20	24279.84	25496.64	26771.68
RANGE 19	19/01	19/02	19/03	19/04	19/05	19/06
Hourly	10.3640	10.8850	11.4290	12.0000	12.5990	13.2260
BI-WEEKLY	829.12	870.80	914.32	960.00	1007.92	1058.08
ANNUAL	21557.12	22640.80	23772.32	24960.00	26205.92	27510.08

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Fire and Miscellaneous Employee Groups
EFFECTIVE July 1, 2009 - June 30, 2011

RANGE 20	20/01	20/02	20/03	20/04	20/05	20/06
Hourly	10.6200	11.1500	11.7070	12.2930	12.9050	13.5540
BI-WEEKLY	849.60	892.00	936.56	983.44	1032.40	1084.32
ANNUAL	22089.60	23192.00	24350.56	25569.44	26842.40	28192.32
RANGE 21	21/01	21/02	21/03	21/04	21/05	21/06
Hourly	10.8850	11.4290	12.0000	12.5990	13.2260	13.8890
BI-WEEKLY	870.80	914.32	960.00	1007.92	1058.08	1111.12
ANNUAL	22640.80	23772.32	24960.00	26205.92	27510.08	28889.12
RANGE 22	22/01	22/02	22/03	22/04	22/05	22/06
Hourly	11.1570	11.7140	12.3000	12.9130	13.5610	14.2380
BI-WEEKLY	892.56	937.12	984.00	1033.04	1084.88	1139.04
ANNUAL	23206.56	24365.12	25584.00	26859.04	28206.88	29615.04
RANGE 23	23/01	23/02	23/03	23/04	23/05	23/06
Hourly	11.4360	12.0070	12.6060	13.2340	13.8960	14.5930
BI-WEEKLY	914.88	960.56	1008.48	1058.72	1111.68	1167.44
ANNUAL	23786.88	24974.56	26220.48	27526.72	28903.68	30353.44
RANGE 24	24/01	24/02	24/03	24/04	24/05	24/06
Hourly	11.8350	12.4250	13.0450	13.7000	14.3830	15.1010
BI-WEEKLY	946.80	994.00	1043.60	1096.00	1150.64	1208.08
ANNUAL	24616.80	25844.00	27133.60	28496.00	29916.64	31410.08
RANGE 25	25/01	25/02	25/03	25/04	25/05	25/06
Hourly	12.1320	12.7390	13.3730	14.0420	14.7460	15.4850
BI-WEEKLY	970.56	1019.12	1069.84	1123.36	1179.68	1238.80
ANNUAL	25234.56	26497.12	27815.84	29207.36	30671.68	32208.80
RANGE 26	26/01	26/02	26/03	26/04	26/05	26/06
Hourly	12.4390	13.0600	13.7140	14.3970	15.1150	15.8680
BI-WEEKLY	995.12	1044.80	1097.12	1151.76	1209.20	1269.44
ANNUAL	25873.12	27164.80	28525.12	29945.76	31439.20	33005.44
RANGE 27	27/01	27/02	27/03	27/04	27/05	27/06
Hourly	12.7520	13.3940	14.0630	14.7660	15.5050	16.2790
BI-WEEKLY	1020.16	1071.52	1125.04	1181.28	1240.40	1302.32
ANNUAL	26524.16	27859.52	29251.04	30713.28	32250.40	33860.32
RANGE 28	28/01	28/02	28/03	28/04	28/05	28/06
Hourly	13.0730	13.7280	14.4190	15.1360	15.8960	16.6890
BI-WEEKLY	1045.84	1098.24	1153.52	1210.88	1271.68	1335.12
ANNUAL	27191.84	28554.24	29991.52	31482.88	33063.68	34713.12
RANGE 29	29/01	29/02	29/03	29/04	29/05	29/06
Hourly	13.4730	14.1460	14.8570	15.6030	16.3830	17.2060
BI-WEEKLY	1077.84	1131.68	1188.56	1248.24	1310.64	1376.48
ANNUAL	28023.84	29423.68	30902.56	32454.24	34076.64	35788.48
RANGE 30	30/01	30/02	30/03	30/04	30/05	30/06
Hourly	14.0020	14.7040	15.4420	16.2160	17.0250	17.8750
BI-WEEKLY	1120.16	1176.32	1235.36	1297.28	1362.00	1430.00
ANNUAL	29124.16	30584.32	32119.36	33729.28	35412.00	37180.00

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RANGE 31	31/01	31/02	31/03	31/04	31/05	31/06
Hourly	14.3560	15.0730	15.8260	16.6200	17.4490	18.3210
BI-WEEKLY	1148.48	1205.84	1266.08	1329.60	1395.92	1465.68
ANNUAL	29860.48	31351.84	32918.08	34569.60	36293.92	38107.68
RANGE 32	32/01	32/02	32/03	32/04	32/05	32/06
Hourly	14.8210	15.5610	16.3420	17.1570	18.0140	18.9130
BI-WEEKLY	1185.68	1244.88	1307.36	1372.56	1441.12	1513.04
ANNUAL	30827.68	32366.88	33991.36	35686.56	37469.12	39339.04
RANGE 33	33/01	33/02	33/03	33/04	33/05	33/06
Hourly	15.0890	15.8470	16.6410	17.4710	18.3410	19.2610
BI-WEEKLY	1207.12	1267.76	1331.28	1397.68	1467.28	1540.88
ANNUAL	31385.12	32961.76	34613.28	36339.68	38149.28	40062.88
RANGE 34	34/01	34/02	34/03	34/04	34/05	34/06
Hourly	15.2410	16.0000	16.8010	17.6450	18.5300	19.4560
BI-WEEKLY	1219.28	1280.00	1344.08	1411.60	1482.40	1556.48
ANNUAL	31701.28	33280.00	34946.08	36701.60	38542.40	40468.48
RANGE 35	35/01	35/02	35/03	35/04	35/05	35/06
Hourly	15.6230	16.4040	17.2270	18.0910	18.9960	19.9450
BI-WEEKLY	1249.84	1312.32	1378.16	1447.28	1519.68	1595.60
ANNUAL	32495.84	34120.32	35832.16	37629.28	39511.68	41485.60
RANGE 36	36/01	36/02	36/03	36/04	36/05	36/06
Hourly	16.0140	16.8160	17.6580	18.5430	19.4700	20.4460
BI-WEEKLY	1281.12	1345.28	1412.64	1483.44	1557.60	1635.68
ANNUAL	33309.12	34977.28	36728.64	38569.44	40497.60	42527.68
RANGE 37	37/01	37/02	37/03	37/04	37/05	37/06
Hourly	16.2050	17.0180	17.8670	18.7590	19.7000	20.6820
BI-WEEKLY	1296.40	1361.44	1429.36	1500.72	1576.00	1654.56
ANNUAL	33706.40	35397.44	37163.36	39018.72	40976.00	43018.56
RANGE 38	38/01	38/02	38/03	38/04	38/05	38/06
Hourly	16.7340	17.5680	18.4460	19.3660	20.3350	21.3520
BI-WEEKLY	1338.72	1405.44	1475.68	1549.28	1626.80	1708.16
ANNUAL	34806.72	36541.44	38367.68	40281.28	42296.80	44412.16
RANGE 39	39/01	39/02	39/03	39/04	39/05	39/06
Hourly	17.0160	17.8670	18.7590	19.7000	20.6820	21.7140
BI-WEEKLY	1361.28	1429.36	1500.72	1576.00	1654.56	1737.12
ANNUAL	35393.28	37163.36	39018.72	40976.00	43018.56	45165.12
RANGE 40	40/01	40/02	40/03	40/04	40/05	40/06
Hourly	17.2120	18.0760	18.9830	19.9300	20.9270	21.9720
BI-WEEKLY	1376.96	1446.08	1518.64	1594.40	1674.16	1757.76
ANNUAL	35800.96	37598.08	39484.64	41454.40	43528.16	45701.76
RANGE 41	41/01	41/02	41/03	41/04	41/05	41/06
Hourly	17.6700	18.5500	19.4780	20.4530	21.4770	22.5510
BI-WEEKLY	1413.60	1484.00	1558.24	1636.24	1718.16	1804.08
ANNUAL	36753.60	38584.00	40514.24	42542.24	44672.16	46906.08
RANGE 42	42/01	42/02	42/03	42/04	42/05	42/06

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Hourly	17.8870	18.7800	19.7210	20.7100	21.7500	22.8360
BI-WEEKLY	1430.96	1502.40	1577.68	1656.80	1740.00	1826.88
ANNUAL	37204.96	39062.40	41019.68	43076.80	45240.00	47498.88
RANGE 43	43/01	43/02	43/03	43/04	43/05	43/06
Hourly	18.3760	19.2970	20.2580	21.2680	22.3340	23.4490
BI-WEEKLY	1470.08	1543.76	1620.64	1701.44	1786.72	1875.92
ANNUAL	38222.08	40137.76	42136.64	44237.44	46454.72	48773.92
RANGE 44	44/01	44/02	44/03	44/04	44/05	44/06
Hourly	18.7950	19.7350	20.7250	21.7630	22.8500	23.9930
BI-WEEKLY	1503.60	1578.80	1658.00	1741.04	1828.00	1919.44
ANNUAL	39093.60	41048.80	43108.00	45267.04	47528.00	49905.44
RANGE 45	45/01	45/02	45/03	45/04	45/05	45/06
Hourly	18.9660	19.9170	20.9130	21.9590	23.0590	24.2090
BI-WEEKLY	1517.28	1593.36	1673.04	1756.72	1844.72	1936.72
ANNUAL	39449.28	41427.36	43499.04	45674.72	47962.72	50354.72
RANGE 46	46/01	46/02	46/03	46/04	46/05	46/06
Hourly	19.5100	20.4880	21.5130	22.5860	23.7140	24.8990
BI-WEEKLY	1560.80	1639.04	1721.04	1806.88	1897.12	1991.92
ANNUAL	40580.80	42615.04	44747.04	46978.88	49325.12	51789.92
RANGE 47	47/01	47/02	47/03	47/04	47/05	47/06
Hourly	20.0000	21.0030	22.0560	23.1570	24.3130	25.5260
BI-WEEKLY	1600.00	1680.24	1764.48	1852.56	1945.04	2042.08
ANNUAL	41600.00	43686.24	45876.48	48166.56	50571.04	53094.08
RANGE 48	48/01	48/02	48/03	48/04	48/05	48/06
Hourly	20.5390	21.5680	22.6480	23.7840	24.9760	26.2230
BI-WEEKLY	1643.12	1725.44	1811.84	1902.72	1998.08	2097.84
ANNUAL	42721.12	44861.44	47107.84	49470.72	51950.08	54543.84
RANGE 49	49/01	49/02	49/03	49/04	49/05	49/06
Hourly	21.0520	22.1050	23.2130	24.3760	25.5960	26.8780
BI-WEEKLY	1684.16	1768.40	1857.04	1950.08	2047.68	2150.24
ANNUAL	43788.16	45978.40	48283.04	50702.08	53239.68	55906.24
RANGE 50	50/01	50/02	50/03	50/04	50/05	50/06
Hourly	22.0470	23.1500	24.3070	25.5190	26.7940	28.1320
BI-WEEKLY	1763.76	1852.00	1944.56	2041.52	2143.52	2250.56
ANNUAL	45857.76	48152.00	50558.56	53079.52	55731.52	58514.56
RANGE 51	51/01	51/02	51/03	51/04	51/05	51/06
Hourly	22.2570	23.3720	24.5440	25.7710	27.0590	28.4110
BI-WEEKLY	1780.56	1869.76	1963.52	2061.68	2164.72	2272.88
ANNUAL	46294.56	48613.76	51051.52	53603.68	56282.72	59094.88
RANGE 52	52/01	52/02	52/03	52/04	52/05	52/06
Hourly	22.5900	23.7210	24.9060	26.1530	27.4640	28.8360
BI-WEEKLY	1807.20	1897.68	1992.48	2092.24	2197.12	2306.88
ANNUAL	46987.20	49339.68	51804.48	54398.24	57125.12	59978.88

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RANGE 53	53/01	53/02	53/03	53/04	53/05	53/06
Hourly	23.1570	24.3130	25.5260	26.8010	28.1400	29.5470
BI-WEEKLY	1852.56	1945.04	2042.08	2144.08	2251.20	2363.76
ANNUAL	48166.56	50571.04	53094.08	55746.08	58531.20	61457.76
RANGE 54	54/01	54/02	54/03	54/04	54/05	54/06
Hourly	23.7350	24.9200	26.1670	27.4770	28.8510	30.2920
BI-WEEKLY	1898.80	1993.60	2093.36	2198.16	2308.08	2423.36
ANNUAL	49368.80	51833.60	54427.36	57152.16	60010.08	63007.36
RANGE 55	55/01	55/02	55/03	55/04	55/05	55/06
Hourly	24.4600	25.6870	26.9690	28.3210	29.7360	31.2200
BI-WEEKLY	1956.80	2054.96	2157.52	2265.68	2378.88	2497.60
ANNUAL	50876.80	53428.96	56095.52	58907.68	61850.88	64937.60
RANGE 56	56/01	56/02	56/03	56/04	56/05	56/06
Hourly	25.0730	26.3270	27.6450	29.0250	30.4740	32.0000
BI-WEEKLY	2005.84	2106.16	2211.60	2322.00	2437.92	2560.00
ANNUAL	52151.84	54760.16	57501.60	60372.00	63385.92	66560.00
RANGE 57	57/01	57/02	57/03	57/04	57/05	57/06
Hourly	25.7000	26.9830	28.3340	29.7490	31.2330	32.7940
BI-WEEKLY	2056.00	2158.64	2266.72	2379.92	2498.64	2623.52
ANNUAL	53456.00	56124.64	58934.72	61877.92	64964.64	68211.52
RANGE 58	58/01	58/02	58/03	58/04	58/05	58/06
Hourly	26.3420	27.6580	29.0380	30.4880	32.0140	33.6170
BI-WEEKLY	2107.36	2212.64	2323.04	2439.04	2561.12	2689.36
ANNUAL	54791.36	57528.64	60399.04	63415.04	66589.12	69923.36
RANGE 59	59/01	59/02	59/03	59/04	59/05	59/06
Hourly	27.0030	28.3550	29.7700	31.2610	32.8220	34.4670
BI-WEEKLY	2160.24	2268.40	2381.60	2500.88	2625.76	2757.36
ANNUAL	56166.24	58978.40	61921.60	65022.88	68269.76	71691.36
RANGE 60	60/01	60/02	60/03	60/04	60/05	60/06
Hourly	27.6790	29.0660	30.5220	32.0490	33.6510	35.3310
BI-WEEKLY	2214.32	2325.28	2441.76	2563.92	2692.08	2826.48
ANNUAL	57572.32	60457.28	63485.76	66661.92	69994.08	73488.48
RANGE 61	61/01	61/02	61/03	61/04	61/05	61/06
Hourly	28.3690	29.7910	31.2820	32.8440	34.5020	36.2300
BI-WEEKLY	2269.52	2383.28	2502.56	2627.52	2760.16	2898.40
ANNUAL	59007.52	61965.28	65066.56	68315.52	71764.16	75358.40
RANGE 62	62/01	62/02	62/03	62/04	62/05	62/06
Hourly	29.0800	30.5370	32.0620	33.6650	35.3520	37.1220
BI-WEEKLY	2326.40	2442.96	2564.96	2693.20	2828.16	2969.76
ANNUAL	60486.40	63516.96	66688.96	70023.20	73532.16	77213.76
RANGE 63	63/01	63/02	63/03	63/04	63/05	63/06
Hourly	29.3590	30.8300	32.3700	33.9860	35.6870	37.4700
BI-WEEKLY	2348.72	2466.40	2589.60	2718.88	2854.96	2997.60
ANNUAL	61066.72	64126.40	67329.60	70690.88	74228.96	77937.60

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RANGE 64	64/01	64/02	64/03	64/04	64/05	64/06
Hourly	30.0910	31.5950	33.1780	34.8360	36.5780	38.4040
BI-WEEKLY	2407.28	2527.60	2654.24	2786.88	2926.24	3072.32
ANNUAL	62589.28	65717.60	69010.24	72458.88	76082.24	79880.32
RANGE 65	65/01	65/02	65/03	65/04	65/05	65/06
Hourly	30.8430	32.3830	34.0000	35.7000	37.4850	39.3590
BI-WEEKLY	2467.44	2590.64	2720.00	2856.00	2998.80	3148.72
ANNUAL	64153.44	67356.64	70720.00	74256.00	77968.80	81866.72
RANGE 66	66/01	66/02	66/03	66/04	66/05	66/06
Hourly	31.6160	33.1990	34.8570	36.6000	38.4320	40.3560
BI-WEEKLY	2529.28	2655.92	2788.56	2928.00	3074.56	3228.48
ANNUAL	65761.28	69053.92	72502.56	76128.00	79938.56	83940.48
RANGE 67	67/01	67/02	67/03	67/04	67/05	67/06
Hourly	32.4040	34.0280	35.7280	37.5130	39.3870	41.3590
BI-WEEKLY	2592.32	2722.24	2858.24	3001.04	3150.96	3308.72
ANNUAL	67400.32	70778.24	74314.24	78027.04	81924.96	86026.72
RANGE 68	68/01	68/02	68/03	68/04	68/05	68/06
Hourly	33.2120	34.8710	36.6130	38.4460	40.3690	42.3910
BI-WEEKLY	2656.96	2789.68	2929.04	3075.68	3229.52	3391.28
ANNUAL	69080.96	72531.68	76155.04	79967.68	83967.52	88173.28
RANGE 69	69/01	69/02	69/03	69/04	69/05	69/06
Hourly	34.0630	35.7630	37.5540	39.4280	41.4010	43.4700
BI-WEEKLY	2725.04	2861.04	3004.32	3154.24	3312.08	3477.60
ANNUAL	70851.04	74387.04	78112.32	82010.24	86114.08	90417.60
RANGE 70	70/01	70/02	70/03	70/04	70/05	70/06
Hourly	34.9130	36.6620	38.4950	40.4180	42.4390	44.5640
BI-WEEKLY	2793.04	2932.96	3079.60	3233.44	3395.12	3565.12
ANNUAL	72619.04	76256.96	80069.60	84069.44	88273.12	92693.12
RANGE 71	71/01	71/02	71/03	71/04	71/05	71/06
Hourly	35.7840	37.5750	39.4560	41.4280	43.4980	45.6730
BI-WEEKLY	2862.72	3006.00	3156.48	3314.24	3479.84	3653.84
ANNUAL	74430.72	78156.00	82068.48	86170.24	90475.84	94999.84
RANGE 72	72/01	72/02	72/03	72/04	72/05	72/06
Hourly	36.6760	38.5080	40.4320	42.4530	44.5790	46.8080
BI-WEEKLY	2934.08	3080.64	3234.56	3396.24	3566.32	3744.64
ANNUAL	76286.08	80096.64	84098.56	88302.24	92724.32	97360.64
RANGE 73	73/01	73/02	73/03	73/04	73/05	73/06
Hourly	37.5950	39.4770	41.4500	43.5190	45.6930	47.9790
BI-WEEKLY	3007.60	3158.16	3316.00	3481.52	3655.44	3838.32
ANNUAL	78197.60	82112.16	86216.00	90519.52	95041.44	99796.32
RANGE 74	74/01	74/02	74/03	74/04	74/05	74/06
Hourly	38.5360	40.4660	42.4880	44.6130	46.8430	49.1840
BI-WEEKLY	3082.88	3237.28	3399.04	3569.04	3747.44	3934.72
ANNUAL	80154.88	84169.28	88375.04	92795.04	97433.44	102302.72

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RANGE 75	75/01	75/02	75/03	75/04	75/05	75/06
Hourly	39.4980	41.4700	43.5470	45.7210	48.0060	50.4050
BI-WEEKLY	3159.84	3317.60	3483.76	3657.68	3840.48	4032.40
ANNUAL	82155.84	86257.60	90577.76	95099.68	99852.48	104842.40
RANGE 76	76/01	76/02	76/03	76/04	76/05	76/06
Hourly	40.4880	42.5160	44.6410	46.8710	49.2120	51.6720
BI-WEEKLY	3239.04	3401.28	3571.28	3749.68	3936.96	4133.76
ANNUAL	84215.04	88433.28	92853.28	97491.68	102360.96	107477.76
RANGE 77	77/01	77/02	77/03	77/04	77/05	77/06
Hourly	41.4980	43.5750	45.7560	48.0420	50.4460	52.9680
BI-WEEKLY	3319.84	3486.00	3660.48	3843.36	4035.68	4237.44
ANNUAL	86315.84	90636.00	95172.48	99927.36	104927.68	110173.44
RANGE 78	78/01	78/02	78/03	78/04	78/05	78/06
Hourly	42.5360	44.6620	46.8920	49.2330	51.6930	54.2790
BI-WEEKLY	3402.88	3572.96	3751.36	3938.64	4135.44	4342.32
ANNUAL	88474.88	92896.96	97535.36	102404.64	107521.44	112900.32
RANGE 79	79/01	79/02	79/03	79/04	79/05	79/06
Hourly	43.6030	45.7840	48.0770	50.4810	53.0030	55.6520
BI-WEEKLY	3488.24	3662.72	3846.16	4038.48	4240.24	4452.16
ANNUAL	90694.24	95230.72	100000.16	105000.48	110246.24	115756.16
RANGE 80	80/01	80/02	80/03	80/04	80/05	80/06
Hourly	44.6900	46.9270	49.2750	51.7420	54.3270	57.0450
BI-WEEKLY	3575.20	3754.16	3942.00	4139.36	4346.16	4563.60
ANNUAL	92955.20	97608.16	102492.00	107623.36	113000.16	118653.60
RANGE 81	81/01	81/02	81/03	81/04	81/05	81/06
Hourly	45.8050	48.0980	50.5020	53.0240	55.6730	58.4530
BI-WEEKLY	3664.40	3847.84	4040.16	4241.92	4453.84	4676.24
ANNUAL	95274.40	100043.84	105044.16	110289.92	115799.84	121582.24
RANGE 82	82/01	82/02	82/03	82/04	82/05	82/06
Hourly	46.9480	49.2960	51.7640	54.3480	57.0660	59.9160
BI-WEEKLY	3755.84	3943.68	4141.12	4347.84	4565.28	4793.28
ANNUAL	97651.84	102535.68	107669.12	113043.84	118697.28	124625.28
RANGE 83	83/01	83/02	83/03	83/04	83/05	83/06
Hourly	48.3110	50.7240	53.2610	55.9230	58.7180	61.6520
BI-WEEKLY	3864.88	4057.92	4260.88	4473.84	4697.44	4932.16
ANNUAL	100486.88	105505.92	110782.88	116319.84	122133.44	128236.16
RANGE 84	84/01	84/02	84/03	84/04	84/05	84/06
Hourly	49.5190	51.9930	54.5920	57.3240	60.1880	63.1980
BI-WEEKLY	3961.52	4159.44	4367.36	4585.92	4815.04	5055.84
ANNUAL	102999.52	108145.44	113551.36	119233.92	125191.04	131451.84
RANGE 85	85/01	85/02	85/03	85/04	85/05	85/06
Hourly	50.7600	53.2960	55.9580	58.7590	61.7010	64.7870
BI-WEEKLY	4060.80	4263.68	4476.64	4700.72	4936.08	5182.96
ANNUAL	105580.80	110855.68	116392.64	122218.72	128338.08	134756.96

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Fire and Miscellaneous Employee Groups
EFFECTIVE July 1, 2009 - June 30, 2011

RANGE 86	86/01	86/02	86/03	86/04	86/05	86/06
Hourly	52.5440	55.1710	57.9300	60.8290	63.8680	67.0590
BI-WEEKLY	4203.52	4413.68	4634.40	4866.32	5109.44	5364.72
ANNUAL	109291.52	114755.68	120494.40	126524.32	132845.44	139482.72
RANGE 87	87/01	87/02	87/03	87/04	87/05	87/06
Hourly	53.7470	56.4320	59.2540	62.2160	65.3240	68.5930
BI-WEEKLY	4299.76	4514.56	4740.32	4977.28	5225.92	5487.44
ANNUAL	111793.76	117378.56	123248.32	129409.28	135873.92	142673.44
RANGE 88	88/01	88/02	88/03	88/04	88/05	88/06
Hourly	55.0870	57.8400	60.7320	63.7700	66.9610	70.3070
BI-WEEKLY	4406.96	4627.20	4858.56	5101.60	5356.88	5624.56
ANNUAL	114580.96	120307.20	126322.56	132641.60	139278.88	146238.56
RANGE 89	89/01	89/02	89/03	89/04	89/05	89/06
Hourly	56.4670	59.2890	62.2510	65.3650	68.6340	72.0630
BI-WEEKLY	4517.36	4743.12	4980.08	5229.20	5490.72	5765.04
ANNUAL	117451.36	123321.12	129482.08	135959.20	142758.72	149891.04
RANGE 90	90/01	90/02	90/03	90/04	90/05	90/06
Hourly	57.8810	60.7730	63.8120	67.0030	70.3550	73.8740
BI-WEEKLY	4630.48	4861.84	5104.96	5360.24	5628.40	5909.92
ANNUAL	120392.48	126407.84	132728.96	139366.24	146338.40	153657.92
RANGE 91	91/01	91/02	91/03	91/04	91/05	91/06
Hourly	59.3300	62.3000	65.4140	68.6830	72.1180	75.7210
BI-WEEKLY	4746.40	4984.00	5233.12	5494.64	5769.44	6057.68
ANNUAL	123406.40	129584.00	136061.12	142860.64	150005.44	157499.68
RANGE 92	92/01	92/02	92/03	92/04	92/05	92/06
Hourly	60.8160	63.8530	67.0450	70.3970	73.9170	77.6100
BI-WEEKLY	4865.28	5108.24	5363.60	5631.76	5913.36	6208.80
ANNUAL	126497.28	132814.24	139453.60	146425.76	153747.36	161428.80
RANGE 93	93/01	93/02	93/03	93/04	93/05	93/06
Hourly	62.3340	65.4490	68.7250	72.1600	75.7700	79.5610
BI-WEEKLY	4986.72	5235.92	5498.00	5772.80	6061.60	6364.88
ANNUAL	129654.72	136133.92	142948.00	150092.80	157601.60	165486.88
RANGE 94	94/01	94/02	94/03	94/04	94/05	94/06
Hourly	63.8960	67.0870	70.4390	73.9580	77.6580	81.5390
BI-WEEKLY	5111.68	5366.96	5635.12	5916.64	6212.64	6523.12
ANNUAL	132903.68	139540.96	146513.12	153832.64	161528.64	169601.12
RANGE 95	95/01	95/02	95/03	95/04	95/05	95/06
Hourly	65.1980	68.4600	71.8820	75.4770	79.2540	83.2190
BI-WEEKLY	5215.84	5476.80	5750.56	6038.16	6340.32	6657.52
ANNUAL	135611.84	142396.80	149514.56	156992.16	164848.32	173095.52
RANGE 96	96/01	96/02	96/03	96/04	96/05	96/06
Hourly	66.8290	70.1740	73.6860	77.3730	81.2400	85.3030
BI-WEEKLY	5346.32	5613.92	5894.88	6189.84	6499.20	6824.24
ANNUAL	139004.32	145961.92	153266.88	160935.84	168979.20	177430.24

CITY OF IMPERIAL BEACH
 SALARY RANGES AND STEPS
 Fire and Miscellaneous Employee Groups
 EFFECTIVE July 1, 2009 - June 30, 2011

RANGE 97	97/01	97/02	97/03	97/04	97/05	97/06
Hourly	68.5020	71.9300	75.5260	79.3030	83.2680	87.4290
BI-WEEKLY	5480.16	5754.40	6042.08	6344.24	6661.44	6994.32
ANNUAL	142484.16	149614.40	157094.08	164950.24	173197.44	181852.32
RANGE 98	98/01	98/02	98/03	98/04	98/05	98/06
Hourly	70.2150	73.7280	77.4150	81.2820	85.3450	89.6090
BI-WEEKLY	5617.20	5898.24	6193.20	6502.56	6827.60	7168.72
ANNUAL	146047.20	153354.24	161023.20	169066.56	177517.60	186386.72
RANGE 99	99/01	99/02	99/03	99/04	99/05	99/06
Hourly	71.9720	75.5670	79.3450	83.3100	87.4770	91.8530
BI-WEEKLY	5757.76	6045.36	6347.60	6664.80	6998.16	7348.24
ANNUAL	149701.76	157179.36	165037.60	173284.80	181952.16	191054.24
100 RANGE	100/01	100/02	100/03	100/04	100/05	100/06
Hourly	73.7700	77.4560	81.3300	85.4010	89.6720	94.1530
BI-WEEKLY	5901.60	6196.48	6506.40	6832.08	7173.76	7532.24
ANNUAL	153441.60	161108.48	169166.40	177634.08	186517.76	195838.24

City of Imperial Beach

SECTION 3
BENEFIT SUMMARIES BY GROUP

FY 2009-11

BENEFITS SUMMARIES:

Appointive Management

Appointive Management are those employees designated by the City Manager as meeting established criteria under the Fair Labor Standards Act compliance provisions for white collar exemptions. Generally, positions in this class are salaried positions and exempt from overtime and special compensation provisions pursuant to FLSA regulations.

Appointive Management classifications have the terms and conditions of employment established by an employment agreement as approved by the City Manager. Appointive Management positions are categorized into two categories: Department Head and Mid-Management. Appointive Management positions are subject to at-will provisions as designated by the City Manager with specialized duties and responsibilities.

As of July 1, 2009, the following positions have been so designated:

Department Head

- Finance Director
- Assistant City Manager
- City Clerk
- Public Safety Director/Fire Chief
- Public Works Director
- Community Development Director

Mid-Management

- City Planner
- Finance Supervisor
- Lifeguard Captain
- Public Works Superintendent
- Environmental Program Manager
- Redevelopment Coordinator
- Building Official
- Management Analyst
- Network Systems Administrator

All designated Appointive Management positions receive all benefits that presently accrue to regular miscellaneous classified full-time or permanent part-time employees. In addition, Appointive Management positions, as determined by the City Manager, receive up to the following benefits:

1. **Salary Adjustment:** All designated management personnel shall receive salary adjustments to be set at any point within the salary band for each classification based on the performance of the incumbent.
2. **Executive Leave:** All designated management personnel may receive up to forty (40) hours of "Executive Leave" terminating June 30 of each year. Carryover of Executive Leave hours or cash payments are not permitted.

3. Use of City Vehicle or Auto Allowance: The City Manager shall set the terms of use of City vehicles and may provide auto allowances to designated appointment management personnel in lieu of using City vehicles for local business travel.
4. Cellular Telephone Allowance: The City Manager shall set the terms of use and may provide a cellular telephone allowance to certain appointive management personnel.
5. Health Care Benefits: All designated appointive management classifications shall receive City payment of the employee's health care benefits and other cafeteria plan selection benefits to a maximum payment of \$845 per month per employee (\$10,140 per year) effective January 1, 2010.
6. Term Life Insurance: All designated appointive management personnel shall receive City paid term life insurance equivalent to earnings rounded to the next higher \$1,000 to maximum of \$60,000 of coverage.
7. Annual Physical Examination: All designated Department Head personnel shall receive City payment for an annual physical examination by the City's selected health care provider. If the designated Department Head elects not to receive said annual physical the City Manager may authorize reimbursement up to an amount equivalent to what the annual physical exam would have cost the City, for expenses that would otherwise qualify under IRS regulations for Flexible Spending Accounts or for approved health club membership fees and/or dues.
8. Vacation Sell Back: As determined by the City Manager, all appointive management personnel shall have the option to sell back accumulated vacation at a maximum of 80 hours per calendar year contingent on a minimum of 80 hours of vacation being maintained by the employee as of the pay period designated for the sell back.
9. Severance Agreement: The City Manager may negotiate and set the terms to provide severance pay compensation for appointive management personnel.
10. Office Equipment: The City Manager may negotiate and set the terms to provide certain office equipment for certain appointive management personnel.
11. Relocation Assistance: The City Manager may negotiate and set the terms to provide relocation assistance for certain appointive management personnel.
12. Uniform Allowance: The City Manager may negotiate and set the terms to provide uniform allowance for certain appointive management personnel.

Appointive Confidential

Confidential employees are those employees designated by the City Manager, based on responsibilities which are considered confidential to management with regard to labor relations, personnel services or complex payroll functions. All designated confidential positions receive all benefits that presently accrue to regular miscellaneous classified full-time or permanent part-time employees. All existing salary and fringe benefits remain in force unless re-designated by the City Manager.

Confidential employees are precluded from participation in any bargaining unit activities and perceived benefits with the Miscellaneous Classified Service. Employer may terminate the employment relationship for cause or advance notice subject to the City of Imperial Beach Personnel Rules in effect at this time and subsequently amended.

As of July 1, 2009, the following appointive confidential positions have been so designated:

- Administrative Secretary II (City Manager's Office)
- Financial Services Assistant
- Personnel Services Assistant
- Deputy City Clerk/Records Technician

The City desires to provide alternative benefits to Confidential employees as follows:

- All benefits, as determined by the City Manager, up to those provided for Appointive Management except for, Annual Physical Examination, Severance Agreement, Office Equipment, Relocation Assistance, Uniform Allowance, Cellular Telephone Allowance and Use of City Vehicle /Auto Allowance.

Miscellaneous Classified Service / Public Safety Service

All regular full-time and permanent part-time employees assigned to the Miscellaneous Classified Service and Public Safety Service (Fire) employees are eligible for the following benefits, as follows:

1. Health Insurance: The City allocates to employees a cafeteria health benefit amount for payment of premium rate for group health insurance for each City employee and his/her dependents. The City offers the PERS health plan which includes HMO and PPO providers. An employee who elects not to be covered under the City's health insurance plan, may use the total amount for other eligible cafeteria benefits or receive a cash payment as taxable income. Employees who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical coverage (i.e. spouse coverage).

Effective January 1, 2010, the following health insurance adjustments are in effect pursuant to employer labor agreements, as follows:

Miscellaneous Classified Service:
\$795 per month (\$9,540 per plan year)

Public Safety Service (Fire):
\$775 per month (\$9,300 per plan year)

2. Flexible Spending Plan: An employee who elects to be covered under the City's health insurance plan, must select single employee coverage under the City's dental care provider. This selection is required to be eligible to take advantage of the City's Flexible Spending Accounts (FSAs) for Health Care and Dependent Care. This selection will ensure that no Third Party Administrator (TPA) administrative costs are associated with Employee's participation as described under Subpart "e" of this Section.
 - a. Health and Dental Payroll Deductions Treated as Pre-Tax: All payroll deductions for health and dental care are treated by the CITY on a pre-tax basis in order for the City to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the Employee's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be to the Employee as taxable income.
 - b. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An Employee may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the City does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.
 - c. Health and Welfare FSA: Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$1,040 per plan year to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.
 - d. Dependent Care FSA: Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the City Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.
 - e. FSA Administration: The City reserves the right to contract with a Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with the third party administration, if any required. Participating employees will pay monthly, per employee, or per transaction administration fees, if any required.

- f. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the City significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the employee will not be allowed to change except as follows:

- At the next open enrollment
 - Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.
 - The City shall not be liable for any medical costs resulting to the employee as part of this election.
3. Life Insurance: All city employees are provided City-provided life insurance policy coverage in the amount of \$10,000.00.
4. Federal Social Security Administration: The City also participates in the Federal Social Security Administration program.
5. Miscellaneous Classified Service Retirement: All regular full-time and permanent part-time Miscellaneous Classified Service employees are covered by the California State Public Employees Retirement System (PERS) pursuant to labor agreements.
6. Public Safety Service (Fire) Retirement: All regular full-time and permanent part-time Public Safety Service (Fire) employees are covered by the California State Public Employees Retirement System (PERS) at the 3% at 50 formula pursuant to existing labor agreement.
7. Public Safety Service (Fire) Firefighter Paramedic Special Pay: All Firefighters who are certified as a Paramedic in accordance with established rules and regulations set forth as a San Diego County Paramedic shall receive an eleven and a third (11.3%) percent increase in pay above the incumbent's current merit step.
8. Public Safety Service (Fire) Engineer Paramedic Special Pay: All Fire Engineers who are certified as a Paramedic in accordance with established rules and regulations set forth as a San Diego County Certified Paramedic shall receive a seven and one-half (7.5%) percent increase in pay above the incumbent's current merit step.

FLOATING HOLIDAYS

All regular full-time and permanent part-time employees assigned to the Appointive Management, Confidential and Miscellaneous Classified Services receive two (2) Floating Holiday per fiscal year.

Public Safety Service (Fire) employees receive 24 hours of Floating Holiday and twelve (12) regular holidays modified to the Firefighters 56-hour workweek per fiscal year.

Floating holidays are available to the employee immediately upon hire and must be taken by June 30 (end of fiscal year) on a day agreeable to the employee and the department head. Floating Holiday hours do not accrue from fiscal year to fiscal year.

HOLIDAY FURLOUGH PROGRAM

All regular full-time and permanent part-time employees assigned to the Appointive Confidential and Miscellaneous Classified Services, and temporary part-time employees that work a consistent bi-weekly work schedule on an annual basis are eligible to participate in the City's Holiday Furlough Program. A maximum number of 40 hours is authorized for employee payroll deduction per fiscal year period between designated hard holidays of December 24 (Christmas Eve) and January 1 (New Year's Day). Prior to each calendar year, the City Manager designates the holiday furlough period for the preceding holiday period. Appointive Management and Public Safety Service (Fire) are not eligible to participate in this program.

VACATION ACCRUAL

Appointive Management, Confidential, and Miscellaneous Classified Service employees receive vacation credits earned on a monthly basis. Employees are credited with an additional day of vacation when a holiday falls on Saturday.

Vacation credits accrue on a bi-weekly basis beginning on hire date. You may accumulate up to a maximum of twice your annual accrual rate of vacation time. The amount of credits you earn is based on years of service in your employment category:

<u>0-5 Year's Service</u>	<u>Over 5 to 10 yrs</u>	<u>Over 10 to 15 yrs</u>	<u>Over 15 yrs</u>
12 days/year	15 days/year	20 days/year	25 days/year

Public Safety Service (Fire) employees receive modified vacation credits in accordance with the 56-hour workweek, as follows:

<u>0-5 Years Service</u>	<u>Over 5 to 15 Years Service</u>	<u>Over 15 Years</u>
134.4 hours/year	168 hours/year	224 hours/year

SICK LEAVE ACCRUAL

Appointive Management/ Confidential /Miscellaneous Classified Service Employees:

Sick Leave credits are accrued at the rate of one day for each full month of service for a total of 12 days of service per year. Sick leave credits accrue on a bi-weekly basis beginning on hire date. A maximum of 1,000 hours may be accumulated.

Public Safety Service (Fire):

Sick Leave accrual is modified for the Firefighter's 56-hour workweek. Firefighters accrue sick leave at the rate of 11.67 hours for each full month of service for a total of 140 hours for each twelve months of service with a maximum of 1,400 hours accumulation.

EDUCATIONAL REIMBURSEMENT

The City encourages employees to continue their self-development through education. The educational reimbursement program is designed to provide incentives to broaden the knowledge of employees in their occupational field and prepare the advancement to positions of greater responsibility. All criteria and tuition reimbursement procedures are determined by the City Manager through administrative policy. Reimbursements are available for tuition, registration fees, laboratory fees, software, parking permits and books only.

Appointive Management, Confidential, Miscellaneous Classified, and Public Safety Service (Fire) employees are eligible for \$1,000.00 per fiscal year period.



CITY OF IMPERIAL BEACH
MISCELLANEOUS UNIT

Flexible Benefit Plan
1/1/2010 to 12/31/2010 Election Form

Employee _____ Social Security Number _____

Address _____

The City of Imperial Beach Flexible Benefit Plan will provide a credit in the amount of \$9,540 per plan year that can be used for the purchase of qualified benefits or received as a taxable cash benefit under certain circumstances. The credit is available to plan participants in equal amounts on a monthly basis. Employees can make an elective contribution if the Flexible Benefit Plan Election total exceeds the Flexible Benefit Plan Credit. Employees and Dependents do not have to be enrolled for medical, dental or vision coverage to participate in the Health Care Spending Account. Dependents do not have to be enrolled in medical coverage to participate in the dental or vision plans.

	Monthly Total
Medical () _____ <i>Code Plan Name</i>	
Dental () _____ <i>Code Plan Name</i>	<small>Single employee coverage is required if medical insurance is elected.</small>
Vision () _____ <i>Code Vision Plan of America Plan Name</i>	
Dependent Care Spending Account <i>Maximum election is \$5,000 per calendar year, or \$416.67 monthly</i>	
Health Care Spending Account <i>Maximum election is \$1,040 for the plan year, or \$86.67 monthly</i>	
Total Flexible Benefit Plan Election	
Flexible Benefit Plan Credit	<\$795.00>
PRE-TAX CONTRIBUTION (Election is more than Credit)	
TAXABLE CASH BENEFIT (Credit is more than Election)	

Authorization Required (See Reverse Side)

ELECTION AUTHORIZATION

I understand that my election as a participant in the City of Imperial Beach Flexible Benefit Plan cannot be changed during the plan year unless I have a change in the status of my family. These are defined under IRS regulations and the City of Imperial Beach Flexible Benefit Plan as circumstances such as, but not limited to, death, divorce, birth of a child, marriage, or change in spouse's employment. I also understand that any contribution I am required to make for coverages that I have elected will be taken from my earnings prior to the deduction of qualified payroll taxes.

Additionally, I understand that if I change my election or cease to be a participant in the City of Imperial Beach Flexible Benefit Plan, and have received reimbursements from the Health Care Reimbursement Account that exceed my year-to-date deposit (leaving my account in a deficit position), I will be asked to reimburse the City of Imperial Beach Flexible Benefit Plan for the amount of the deficit.

Employee Signature

Date

WAIVER OF COVERAGE

I hereby certify that I have been given the opportunity to elect group insurance benefits that are available to me through the City of Imperial Beach Flexible Benefit Plan. After careful consideration, I have decided ***not*** to enroll in the following coverage(s) through the Flexible Benefit Plan. I understand that I am required to show proof of other coverage if I am waiving medical insurance for myself.

Employee Medical
 Employee and Dependent Medical

Spouse Medical
 Child(ren) Medical
 Family Medical

Employee Dental
 Employee and Dependent Dental

Spouse Dental
 Child(ren) Dental
 Family Dental

Employee Vision
 Employee and Dependent Vision

Spouse Vision
 Child(ren) Vision
 Family Vision

Health Care Reimbursement Account

Dependent Care Reimbursement Account

It is my understanding that in the event that I desire such coverage(s) hereafter, I may not be able to enroll until the next plan year.

Participant Signature

Date

CITY OF IMPERIAL BEACH

MEDICAL PLANS	MONTHLY RATES JANUARY 1, 2010
BLUE SHIELD	
3041 Single Employee	485.29
3042 Employee with One Dependent	970.58
3043 Employee with Multiple Dependents	1,261.75
BLUE SHIELD NET VALUE	
0641 Single Employee	420.59
0642 Employee with One Dependent	841.18
0643 Employee with Multiple Dependents	1,093.53
KAISER	
3081 Single Employee	454.99
3082 Employee with One Dependent	909.98
3083 Employee with Multiple Dependents	1,182.97
PERS SELECT	
0821 Single Employee	441.41
0822 Employee with One Dependent	882.82
0823 Employee with Multiple Dependents	1,147.67
PERS CHOICE	
3231 Single Employee	472.83
3232 Employee with One Dependent	945.66
3233 Employee with Multiple Dependents	1,229.36
PERS CARE	
3281 Single Employee	806.89
3282 Employee with One Dependent	1,613.78
3283 Employee with Multiple Dependents	2,097.91

DENTAL PLAN <i>(Single Employee coverage is required if Medical insurance is elected)</i>	MONTHLY RATES JANUARY 1, 2010
DENTAL HMO PLAN	
11 Single Employee	18.78
12 Employee with One Dependent	33.86
13 Employee with Multiple Dependents	48.95
TRADITIONAL PPO PLAN	
21 Single Employee	34.13
22 Employee with One Dependent	61.64
23 Employee with Multiple Dependents	97.55

VISION PLANS	MONTHLY RATES JANUARY 1, 2010
VISION PLAN OF AMERICA	
31 Single Employee	9.73
32 Employee with One Dependent	18.84
33 Employee with Multiple Dependents	25.13

EXHIBIT "G"
City Manager Memorandum Stand-By Pay Authorization

**City of Imperial Beach
City Manager**

Memo

To: Department Directors and Supervisors
From: Marcia Raskin, Interim Assistant City Manager
Date: 8/10/2009
Re: STAND-BY PAY PROCEDURES AND AUTHORIZATION

On, July 1, 2001, the City Manager authorized changes to stand-by procedures and gave authorization to designated represented classifications assigned to the Miscellaneous Classified Service employee labor group.

Procedure and Compensation:

Pursuant to Article 9.0 of the SEIU MOU, stand-by pay authorization for designated employees shall be subject to Department Director recommendation and City Manager approval. An employee may be required to be on "stand-by" subject to emergency call-back overtime after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by shall have a communication device (i.e. cell phone, pager, radio, etc.) issued by the authorized Department for the designated stand-by period. Employees authorized for stand-by pay shall be compensated at the following rates:

- a. For a normal workday stand-by shift, pay shall be two (2) hours per day.
- b. For a normal weekend stand-by shift (Saturday and Sunday), pay shall be three (3) hours per day.
- c. For a holiday stand-by shift observed in accordance with an SEIU M.O.U. pay shall be four (4) hours per day.

Should you have any questions regarding this procedure, please contact Linda Leichtle at 423-8617.

City Manager Authorization:



Gary Brown
City Manager

Date: 8/10/09

cc: Finance Director
SEIU MOU Exhibit G

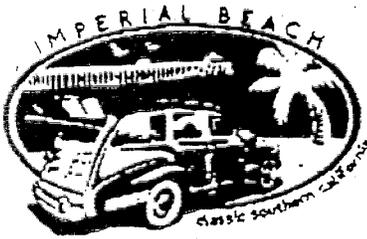


EXHIBIT H

**SIDE LETTER TO
MEMORANDUM OF UNDERSTANDING
BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 2028, AFL-CIO AND THE CITY OF IMPERIAL BEACH**

ARTICLE 9.0 Hours of Work
Subpart 2.0

ALTERNATIVE 9/80 WORK SCHEDULE

Effective March 8, 2001, subject to vote of Union membership and adoption of Reso. No. 2001-5384 by the City Council on February 7, 2001, the CITY shall execute an administrative policy for implementation of an alternative 9/80 work schedule for affected Miscellaneous Classified Service employees in designated City operations and facilities. Although the administrative policy is as specific as possible, the City and SEIU, Local 2028, AFL-CIO understand that there are aspects of such a work schedule that cannot be fully anticipated, and that the parties may need to meet and discuss specifics as they arise. Ongoing implementation of program is also subject to an effective public education campaign and an annual review of program for continued consideration subject to operational and financial impacts.

Payroll implementation of the alternative 9/80 work schedule may cause a one-time impact to work schedules and a change to employee pay dates for City employees in the Miscellaneous Classified Service to ensure timely payroll processing and compliance with the FLSA 40-hour workweek. Affected City employees will be eligible to choose appropriate level of compensation of one (1) nine-hour floating holiday, or nine (9) hours of compensation or comp time to be used prior to June 30, 2001.

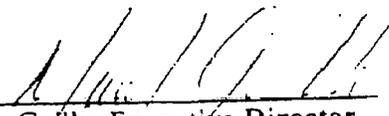
Certification:



Barry Johnson, City Manager

3/7/01

DATE



Mary Grillo, Executive Director
SEIU, Local 2028, AFL-CIO

3/7/01

DATE

RESOLUTION NO. 2001-5384

A RESOLUTION OF THE CITY COUNCIL/REDEVELOPMENT AGENCY BOARD OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING AN ALTERNATIVE 9/80 WORK SCHEDULE - CITYWIDE ENERGY AND COST REDUCTION MEASURE

WHEREAS, California faces unprecedented energy challenges and severe electricity shortages; and

WHEREAS, the City of Imperial Beach has already implemented energy curtailment strategies endorsed by the League of California Cities, as appropriate, and will continue to formalize further protocols and energy reduction programs to meet the Governor's 7% energy conservation goal; and

WHEREAS, the employee labor association representing the Miscellaneous Classified Service has previously desired and communicated with City staff the implementation of an alternative 9/80 work schedule in previous labor negotiations; and

WHEREAS, the City further acknowledges the benefits of an alternative 9/80 work schedule as an energy and cost reduction measure to curtail energy consumption, reduce City's general fund expenditures, and stabilize future expenditures to meet limited projected revenues; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Imperial Beach, Hereby authorizes the City Manager to implement the feasibility of an alternative 9/80 work schedule in applicable City Departments as a City-wide energy and cost reduction measure in all City facilities; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to seek approval by the Miscellaneous Classified Service Employee Association (I.e. SEIU, Local 2028, AFL-CIO); and

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute an administrative policy for implementation in the next 30-45 days, with a public education campaign on extended City service hours.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 7th day of February 2001, by the following roll call vote:

AYES: ROSE, BENDA, WINTER, ROGERS, McCOY
NOES: NONE
ABSENT: NONE


DIANE ROSE, MAYOR

ATTEST:


LINDA A. TROYAN, CMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: THE CHAIRMAN AND COMMISSIONERS
FROM: GARY BROWN, EXECUTIVE DIRECTOR TO THE PLANNING COMMISSION

MEETING DATE: AUGUST 19, 2009
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR *GW*
JIM NAKAGAWA, CITY PLANNER
TYLER FOLTZ, ASSOCIATE PLANNER *TF*

SUBJECT: LAND USE DETERMINATION APPEAL (APPEAL 09-01) FOR A PROPOSED MEDICAL MARIJUANA COOPERATIVE TITLED SOUTH BAY ORGANIC CO-OP LOCATED AT 1233 PALM AVENUE, IN THE C-1 GENERAL COMMERCIAL ZONE. MF 1016.

BACKGROUND:

On May 28, 2009 the applicant for a proposed business titled South Bay Organic Co-Op requested a zoning/land use determination from the Community Development Department for the proposed business prior to submitting a Business Tax Certificate Application with the Finance Department. The Business Tax Certificate Application recommends that all applicants verify compliance with zoning and other regulations prior to applying for a Business Tax Certificate. Staff in the Finance Department, the City department charged with receipt and approval of Business Tax Certificate Applications, also recommends all applicants verify compliance with zoning and other regulations prior to submitting a Business Tax Certificate Application. On May 28, 2009, adhering to the direction given by the Finance Department, the applicant contacted the Community Development Department to receive verification of zoning compliance prior to submitting a Business Tax Certificate Application, and briefly discussed the proposed business with staff. Staff obtained documentation from the applicant to assist with staff's land use determination, specifically a Business Tax Certificate Application describing the proposed business operation for South Bay Organic Co-Op.

The business, as described and proposed by the applicant, would be a non-profit medical marijuana cooperative that would allow member patients to join and purchase medical marijuana from the cooperative by appointment only; no signage or advertising would be provided (see attachment 2 for the business description). City staff reviewed the proposed use for zoning/land use compliance and determined that the use is not permitted in the General Commercial (C-1) Zone, and is not consistent with the General Plan (see attachment 3 for staff response). On July 9, 2009, the applicant filed an appeal to staff's land use determination.

DISCUSSION:

The purpose of the zoning code is to protect and promote the public health, safety, morals, peace, comfort, convenience, and general welfare; and is intended to implement the General Plan and Coastal Land Use Plan of the City as adopted (Imperial Beach Municipal Code section 19.02.020 – Zoning, Purpose of Provisions). In addition, no land, building, structure, or premises shall be used, designated or intended to be used for any purpose or in any manner other than as permitted in the zone in which such building, structure, land or premises is located (Imperial Beach Municipal Code section 19.02.060 – Zoning, General Regulations). Pursuant to the business description provided by the applicant, the proposed primary use of the business is to sell marijuana to member patients. The marijuana will be cultivated and supplied by members of the cooperative.

Per Imperial Beach Municipal Code section 19.04.610, Zoning, Definitions – Permitted Use, a “Permitted Use” means any use listed in a zone as a principal permitted use or accessory use, and further includes a conditional use as listed for the particular zone, provided a conditional use permit is obtained. The applicant’s proposed use of a medical marijuana cooperative is not listed as a permitted use in the C-1 General Commercial zone, and is not comparable to any of the intended uses considered and provided for in the General Plan for the C-1 General Commercial Zone (Imperial Beach Municipal Code section 19.26.020 – C-1, Permitted Uses), and therefore is not allowed at the proposed location. The proposed use does not meet the purpose of the C-1 General Commercial Zone to “provide areas for businesses to meet the local demands for commercial goods and services” or the intent “that the dominant type of commercial activity in the C-1 zone will be community and neighborhood serving retail and office uses” (Imperial Beach Municipal Code section 19.26.010, C-1, Purpose of Zone). In addition, the General Plan suggests uses such as markets, specialty stores, professional offices, personal service department stores, restaurants, liquor stores, hardware stores, etc. The General Plan also recommends that the Highway 75 commercial corridor should be more pedestrian and transit oriented. A proposed members-only establishment is not consistent with the intent and recommendations provided for in the General Plan.

The cooperative, as proposed, for the sale of medical marijuana is a violation of federal law and may be a violation of state laws. The Controlled Substances Act provides that the possession, manufacture and distribution of marijuana are a federal crime. (21 USC §§ 841(a)(1) and 844(a). The Compassionate Use Act of 1996 (“Act”) provides for the use and possession of marijuana by patients and primary caregivers, as defined by the Act. Additionally, California law does allow patients and primary caregivers to collectively or cooperatively cultivate marijuana for medical use. (Health and Safety Code § 11362.775.) The California Attorney General’s office has complied with its state mandate to provide guidelines pursuant to Health and Safety Code section 11362.81(d). The Business Tax Certificate Application and the applicant’s appeal, dated July 9, 2009, state that the proposed establishment is a non-profit, retail operation as defined by the California Attorney General’s office. However, there is no specific confirmation that the cooperative is duly organized and registered as a cooperative or that it will merely facilitate or coordinate transactions between the members of the cooperative. Instead, the documents provided by the applicant state that they will be supplied the marijuana by members and the marijuana will be sold to members. Therefore, the proposed use is a violation of federal law and may be a violation of the state laws.

The Planning Commission has the following options at the conclusion of hearing from staff and the applicant at this appeal:

1. Find that this appeal is moot pursuant to the adoption of Ordinance No. 2009-1090 because the applicant's Business Tax Certificate Application is not approved; or
2. Affirm staff's determination that the proposed use is an unpermitted use and adopt Resolution No. 2009-6797; or
3. Affirm staff's determination that the proposed use is an unpermitted use and adopt Resolution No. 2009-6797 with modifications; or
4. Deny staff's determination and find that the proposed use is a retail business or service establishment consistent with the purposes of the C-1, General Commercial, Zone, and which will not impair the present or potential use of adjacent properties, pursuant to Imperial Beach Municipal Code section 19.26.020.A.2.

ENVIRONMENTAL IMPACT:

The business license land use appeal is exempt from CEQA (Article 18. Statutory Exemptions, 15.268.b Ministerial Projects).

FISCAL IMPACT:

The applicant has deposited \$100 to fund the processing of the appeal.

DEPARTMENT RECOMMENDATION:

1. Consider the proposed land use determination appeal.
2. Adopt Resolution 2009-6797, denying a land use determination appeal (Appeal 09-01), for a proposed medical marijuana cooperative titled South Bay Organic Co-Op located at 1233 Palm Avenue, in the C-1 General Commercial Zone.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2009-6797
2. South Bay Organic Business Description
3. Staff's Land Use Determination
4. Applicant's Appeal of Land Use Determination

c: file MF 1017

Marcus Boyd, South Bay Organic CoOp, 1233 Palm Avenue, Imperial Beach, CA
91932

Greg Wade, Community Development Director

RESOLUTION NO. 2009-6797

A RESOLUTION OF THE CITY COUNCIL, ACTING AS PLANNING COMMISSION, OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DENYING A LAND USE DETERMINATION APPEAL (APPEAL 09-01) FOR A PROPOSED MEDICAL MARIJUANA COOPERATIVE TITLED SOUTH BAY ORGANIC CO-OP LOCATED AT 1233 PALM AVENUE, IN THE C-1 GENERAL COMMERCIAL ZONE. MF 1016.

APPLICANT: MARCUS BOYD, SOUTH BAY ORGANIC COOPERATIVE

WHEREAS, on May 28, 2009 the applicant for a proposed business titled South Bay Organic Co-Op requested a zoning/land use determination from the Community Development Department for the proposed business prior to submitting a Business Tax Certificate Application with the Finance Department; and

WHEREAS, the Business Tax Certificate Application recommends that all applicants verify compliance with zoning and other regulations prior to applying for a Business Tax Certificate and staff in the Finance Department, charged with receiving and approving Business Tax Certificate Applications also recommends all applicants verify zoning and other regulations prior to submitting a Business Tax Certificate Application; and

WHEREAS, staff obtained documentation from the applicant to assist with staff's land use determination, specifically an unfiled Business Tax Certificate Application describing the proposed business operation for South bay Organic Co-Op; and

WHEREAS, the business, as described and proposed by the applicant, would be a non-profit medical marijuana cooperative that would sell member patients marijuana cultivated and supplied by members of the cooperative; and

WHEREAS, City staff reviewed the proposed use for zoning/land use compliance and determined that the use is not permitted in the General Commercial (C-1) Zone and is not consistent with the General Plan, and sent a land use determination to the applicant on July 1, 2009; and

WHEREAS, on July 9, 2009, the applicant filed an appeal to staff's land use determination; and

WHEREAS, the purpose of the zoning code is to protect and promote the public health, safety, morals, peace, comfort, convenience, and general welfare; and is intended to implement the General Plan and Coastal Land Use Plan of the City as adopted (Imperial Beach Municipal Code 19.02.020 – Zoning, Purpose of Provisions); and

WHEREAS, no land, building, structure, or premises shall be used, designated or intended to be used for any purpose or in any manner other than as permitted in the zone in which such building, structure, land or premises is located (Imperial Beach Municipal Code section 19.02.060 – Zoning, General Regulations); and

WHEREAS, per the business description provided by the applicant, the proposed primary use of the business is to sell marijuana to member patients cultivated and supplied by members of the cooperative; and

WHEREAS, per Imperial Beach Municipal Code section 19.04.610, Zoning, Definitions – Permitted Use, a “Permitted Use” means any use listed in a zone as a principal permitted use or accessory use, and further includes a conditional use as listed for the particular zone, provided a conditional use permit is obtained; and

WHEREAS, this proposed use is not listed as a permitted use in the C-1 General Commercial zone, and is not comparable to any of the intended uses considered and provided for in the General Plan for the C-1 General Commercial Zone (Imperial Beach Municipal Code 19.26.020 – C-1, Permitted Uses), and therefore is not allowed; and

WHEREAS, the proposed use does not meet the purpose of the C-1 General Commercial Zone to “provide areas for businesses to meet the local demands for commercial goods and services” or the intent “that the dominant type of commercial activity in the C-1 zone will be community and neighborhood serving retail and office uses” (Imperial Beach Municipal Code 19.26.010, C-1, Purpose of Zone); and

WHEREAS, the General Plan suggests uses such as markets, specialty stores, professional offices, personal service department stores, restaurants, liquor stores, hardware stores, etc.; and also recommends that the Highway 75 commercial corridor should be more pedestrian and transit oriented; and

WHEREAS, a proposed members-only establishment is not consistent with the intent and recommendations provided for in the General Plan; and

WHEREAS, as described, such a cooperative or dispensary for the sale of medical marijuana is a violation of federal and may be a violation of state laws; and

WHEREAS, Imperial Beach Municipal Code Sections 19.02.060, Zoning - General Regulations, and 19.04.610, Zoning, Definitions – Permitted Uses, states that no uses other than what is permitted in a respective zone would be allowed; and

WHEREAS, the proposed use is not listed as a permitted use in the C-1 General Commercial Zone (Imperial Beach Municipal Code 19.26.020 – C-1, Permitted Uses), and is not allowed; and

WHEREAS, on August 19, 2009, the Planning Commission finds that the proposed land use is not a permitted use in the C-1 General Commercial Zone and it not consistent with the purposes of the C-1 General Commercial Zone and General Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Imperial Beach, that the land use determination appeal (Appeal 09-01) is hereby denied, and the proposed medical marijuana cooperative is not a permitted use in the C-1 General Commercial Zone, and is not consistent with the General Plan.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of August 2009, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
DISQUALIFIED: COUNCILMEMBERS:

James C. Janney

JAMES C. JANNEY, MAYOR

ATTEST:

Jacqueline M. Hald

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2009-6797 – A Resolution of the City Council of the City of Imperial Beach, California, DENYING A LAND USE DETERMINATION APPEAL (APPEAL 09-01) FOR A PROPOSED MEDICAL MARIJUANA COOPERATIVE TITLED SOUTH BAY ORGANIC CO-OP LOCATED AT 1233 PALM AVENUE, IN THE C-1 GENERAL COMMERCIAL ZONE. MF 1016.

CITY CLERK

DATE

CITY OF IMPERIAL BEACH

825 Imperial Beach Blvd.
Imperial Beach, CA 91932
(619) 628-1423

BUSINESS TAX CERTIFICATE APPLICATION
For Businesses located within the Imperial Beach City Limits

FEES ARE NON-REFUNDABLE

NOTE: ALL APPLICABLE QUESTIONS MUST BE ANSWERED OR APPLICATION WILL BE REJECTED

IMPORTANT - PLEASE READ

It is highly recommended you verify compliance with City zoning, building, and sign regulations before applying for a Business Tax Certificate, as the issuance of a Business Tax Certificate does not guarantee your business meets applicable regulations. It is the business owner's responsibility to verify with the Planning and Building Departments that all applicable zoning, building, and signage codes are met before conducting business. If your business is found to be in non-compliance with any code or regulation you may receive a citation and/or your Business Tax Certificate may be rescinded without a refund.

I have read the above statement MB (Applicant's Initials).

X NEW BUSINESS CHANGE OF ADDRESS CHANGE OF OWNERSHIP CHANGE OF BUSINESS NAME RENEWAL

1. Business Name: South Bay Organic CoOp, Inc Phone No. 619-540-7172

2. Business Address: 1233 Palm Ave, Imperial Beach, Ca. 91932

3. Mailing Address: Same

4. Type of business (use reverse side if more space needed): Medical Marijuana Co-Op

Contractor Professional Broker Pawnbroker Secondhand Dealer ABC Retail Food Service

License No. _____ Exp Date: _____ Classification: _____

Federal ID No. 27-0251542 State ID No. _____ Resale Tax No. _____

5. Structure of Business: Corporation Single Ownership Co-Partnership Other Non-profit 501(c)(3)

Will you have: Entertainment Dancing Dancers DJ Amplified sound Band Other _____

6. Number of Employees: 0

7. Number of: Vending Machines 0 Music 0 Game 0 Pool Tables 0 Other 0

If machines are leased, name/address of vendor: NA

8. If machine vendor: Please attach list giving type and location of all machines in the City of Imperial Beach.

9. Owner/Officer/Manager Information -Name: Marcus Boyd Phone No: 619-540-7172

Address: 1233 Palm Ave, Imperial Beach, Ca. 91932

10. Emergency Contact Name: Marcus Boyd Phone No: 619-540-7172

11. Is this a change of use? Yes No 12. Proposed date of opening: June 15, 2009

13. Will your business have a sign? Yes No - If yes, you will need a Comprehensive Sign Permit before it is installed or modified. See Planning.

14. Will you be doing any building modifications? Yes No Unknown - If yes, you may need a Building Permit. See Building Department.

I HEREBY DECLARE UNDER THE PENALTY OF PERJURY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE STATEMENTS MADE HEREIN ARE CORRECT AND TRUE.

SIGNATURE [Signature] DATE: 05/27/2009

FINANCE DEPT. BASIC FEE: \$ _____ No. of Emp. _____ BID Zone _____ TOTAL FEE \$ _____

DATE ISSUED: _____ LICENSE # _____ BUS CONTROL # _____ RECEIPT # _____

ZONING COMPLIANCE _____ OTHER _____

INSTRUCTIONS AND NOTICES

Fill in all spaces and check boxes as appropriate; if not applicable, indicate N/A. You must sign and date application.

Application will be rejected and/or Business Tax Certificate revoked if applicable questions are not answered or false information is given.

Fees are due and payable upon submission of application and are NON-REFUNDABLE.

State law requires the reporting of all Business Tax Certificates Issued.

USE BELOW AREA FOR ADDITIONAL COMMENTS OR DETAILS ABOUT YOUR BUSINESS

Non-profit 501(c)(3) Medical Marijuana Cooperative in compliance with Senate Bill 420 (Health & Safety

Code 11362.7-8) to facilitate safe access to legal medical marijuana "member patients" by

appointment only. There will be no signage and no location advertising. First time patients will

call the co-op for verification of their doctors recommendation for use of medical marijuana, once

verified, the patient will be given the location suite number and an appointment. Upon arrival at the

premise, the patient will ring an outside buzzer to be allowed to enter the premise. Once inside, the

patient will present their original doctors recommendation and state issued identification for final

verification. Once the on-site verification is complete the patient will be allowed to join the

cooperative as a member and purchase medical marijuana from the cooperative.

Returning patients will be required to make an appointment and to provide identification upon arrival.

Before receiving an appointment, verification of an active doctors recommendation will be confirmed.

Once a patients one year doctors recommendation expires the patient will be required to provide a new

recommendation in order to continue as a member and to receive an appointment at the co-op.

The cooperative will maintain supply through lawfully cultivated medical marijuana member suppliers

as outlined in the California Attorney General's Guidelines, dated August 2008.

REFERENCE: http://ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf

THE CITY
OF
IMPERIAL
BEACH

FAX (619) 424-3481 (619) 628-1423
(619) 429-9770

825 IMPERIAL BEACH BOULEVARD ♦ IMPERIAL BEACH, CA ♦ 91932



WORKER'S COMPENSATION DECLARATION

I hereby affirm, under penalty of perjury, one of the following declarations:

____ I have and will maintain a certificate of consent to self insure for worker's compensation, as provided by Section 3700, for the duration of any business activities conducted for which this license is issued.

____ I have and will maintain worker's compensation insurance, as required by Section 3700, for the duration of any business activities conducted for which this license is issued.

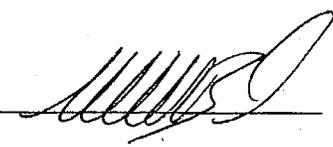
My worker's compensation insurance carrier and policy number are:

Carrier: _____

Policy Number: _____

xxx I certify in the performance of any business activities for which this license is issued I shall not employ any person in any manner so as to become subject to the worker's compensation laws of California, and agree if I should become subject to worker's compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Section 3700.

Date: 05/27/2009

Applicant: 

WARNING: FAILURE TO SECURE WORKER'S COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO \$100,000.00 IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

*The City of
Imperial
Beach*

(619) 628-1356
FAX: (619) 429-9770

COMMUNITY DEVELOPMENT DEPARTMENT

825 IMPERIAL BEACH BOULEVARD • IMPERIAL BEACH, CALIFORNIA 91932



CITY OF IMPERIAL BEACH

TO: MARCUS BOYD, 1233 PALM AVENUE, IMPERIAL BEACH, CA 91932

SUBJECT: LAND USE DETERMINATION FOR PROPOSED ORGANIC CO-OP AT 1233 PALM AVENUE

The City of Imperial Beach ("City") is in receipt of your land use inquiry regarding a medical marijuana cooperative as a primary use located at 1233 Palm Avenue in Imperial Beach. Staff has determined that the proposed business is not a permitted use and is inconsistent with the purpose and general provisions of the General Commercial Zone, and therefore would not be allowed.

This determination is based on the information you submitted and the following conclusions:

Per the business license application provided to the Planning Department for land use determination prior to formal submittal, dated May 27, 2009, the proposed primary use is to "facilitate safe access to legal medical marijuana to 'member patients' by appointment only". As proposed, this use does not serve the general public, and, therefore, does not meet the provisions of the C-1 General Commercial Zone, which is "intended that the dominant type of commercial activity in the C-1 zone will be community and neighborhood serving retail and office uses" (Imperial Beach Municipal Code 19.26.010). Additionally, this use is not listed as a permitted use in the C-1 General Commercial zone, and is not comparable to any of the intended uses considered and provided for in the General Plan for the C-1 General Commercial Zone (IBMC 19.26.020).

If you disagree with the land use determination, you may appeal this decision to the Planning Commission. The appeal must be filed, in writing, on a form available in the office of the Community Development Department within ten (10) days of the date of this letter. The filing fee for an appeal is \$100.00. An appeal will be considered by the City Council, acting as the Planning Commission, in a public hearing.

If you have any questions, please contact me at 619-628-2381 or tfoltz@cityofib.org.

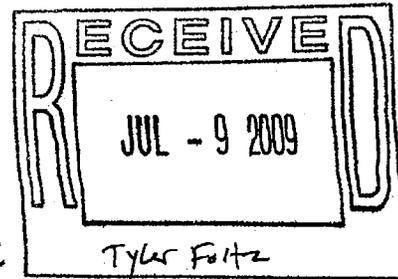
Sincerely,

Tyler Foltz
Associate Planner
Date: July 1, 2009

cc: City Manager
 City Attorney
 Community Development Director



City of Imperial Beach
 Community Development Department
 825 Imperial Beach Blvd
 Imperial Beach, CA 91932
 Tel. (619) 628-2381 / Fax. (619) 424-4093



**REQUEST FOR HEARING TO APPEAL
 LAND USE DETERMINATION**

If you wish to appeal a land use determination, please deliver this form to the City's Community Development Department, 825 Imperial Beach Blvd., Imperial Beach, CA 91932. This form must be filed within ten (10) days from the date of the determination. You must pay a \$100 fee at the time you file the appeal.

Appeal Filing Fee: \$100

Name of Appellant: South Bay Organic Co-Op c/o Marcus Boyd **Daytime Phone No.** 619-540-7172

Mailing Address: 1233 Palm Avneue, Imperial Beach, CA 91932

Date of Determination: 07/01/09

Property Location: 1233 Palm Avneue, Imperial Beach, CA 91932 (Additional C-1 locations are available for lease)

REASON(S) FOR APPEAL: *The request for appeal shall consist of a detailed written explanation as to why the determination is being contested. You may attach extra sheets of paper as needed.*

The Land Use Determination letter listed two reasons for declining the use. Reason number one indicated that the use would not be "community and neighborhood serving retail and office uses". Reason number one is being contested because the precise purpose for the land use request is to specifically serve Imperial Beach community and neighborhoods as a legal, non-profit, retail operation as defined by the California Attorney General's office. The second cause of declination appears to be procedural, as the absence of a 'use listing' of this or any type requires authorization to be included as an authorized land use.

Therefore, I hereby request an appeal to the city council and reconsideration of the declined land use for the non-profit retail location for South Bay Organic Co-Op.

✓ **Appellant's Signature:** *[Signature]* ✓ **Date:** 07/09/09