

LAST MINUTE AGENDA INFORMATION

1/18/12 Regular Meeting

(Agenda Related Writings/Documents provided to a majority of the City Council after distribution of the Agenda Packet for the January 18, 2012 Regular meeting.)

ITEM NO. DESCRIPTION

6.11	<p>RESOLUTION NO. 2012-7147 AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL BEACH, SAN DIEGO UNIFIED PORT DISTRICT AND CITY OF SAN DIEGO TO EXPLORE USES FOR POND 20. (0150-70 & 0150-10)</p> <ul style="list-style-type: none">a. Revised MOU (strikethrough version)b. Revised MOU (final version)
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MEMORANDUM OF UNDERSTANDING
BETWEEN SAN DIEGO UNIFIED PORT DISTRICT, CITY OF SAN DIEGO AND CITY OF
IMPERIAL BEACH TO EXPLORE USES FOR POND 20

CITY MANAGER/PERSONNEL
CITY CLERK OFFICES

The following recitals are a substantive part of this Memorandum of Understanding (MOU):

WHEREAS, the San Diego Unified Port District ("District") owns a 95.13 acre undeveloped parcel of land located at the south end of San Diego Bay, fronting Palm Avenue in Imperial Beach known as Pond 20; and

WHEREAS, Pond 20 ~~is~~ was previously within the Otay Mesa-Nestor Community Plan special study area within within the City of San Diego's ("San Diego") jurisdiction and a portion is included in the City of Imperial Beach's ("Imperial Beach") Redevelopment Area; and,

WHEREAS, District, San Diego and Imperial Beach (collectively "Parties") entered into a MOU dated June 13, 2000 to initiate a preliminary redevelopment study to explore future jurisdictional and developmental issues for Pond 20, on file in the Office of the District Clerk as Document No. 40715, which expired June 13, 2005 (2000 MOU); and,

WHEREAS, District, San Diego and Imperial Beach desire to enter into this MOU to establish mutual goals and objectives for future appropriate uses for the potential development of Pond 20; and environmental resource protection, management and enhancement;

NOW THEREFORE, the Parties hereto agree to enter into this MOU effective as of this _____ day of _____, 2012:

1. Stakeholder Outreach. To assess stakeholders' ideas regarding the environmental and economic development opportunities for Pond 20, the District, in cooperation with San Diego and Imperial Beach, shall compile and consider prior stakeholder input including that related to the Otay Mesa-Nestor Community Plan and initiate a stakeholder outreach plan, which shall include coordination with interested stakeholders in the respective, affected, and contiguous communities as well as resource agencies in a similar form to that outlined below:

- a. Public Outreach – The District will notice the public, stakeholders, and other appropriate planning groups of the approved MOU. The District will facilitate meetings in various locations to discuss the stakeholder outreach process and objectives, wherein the public is able to attend and participate.

1/18/12 Item 6.11
Last Minute Agenda
Info

restoration/enhancement plan to provide a balanced approach, which may identify environmental and economic development opportunities for Pond 20. However, no development rights, environmental credits or entitlements of any kind are conferred or guaranteed by this MOU, nor is the expenditure of any public funds committed.

5. Tax Revenue Sharing. The Parties agree to explore relevant revenue sharing opportunities, taking into account potential revenues, including but not limited to: property tax increment due to redevelopment, sales taxes, sales and rental income, fees, in-kind contributions, regular property taxes and payments in-lieu of taxes.

6. General Provisions.

a. Term. This MOU shall commence effective on the date set forth above and shall continue for a period of twenty-four (24) months. The MOU will automatically renew for three additional twelve (12) month periods at the termination of the previous period, up to a total of five (5) years, unless one of the Parties provides notice of termination, which may be provided at any time in writing to the other Parties.

b. Amendments. Neither this MOU nor any of the terms hereof may be amended, modified, waived or terminated except by unanimous consent of the Parties evidenced by a written instrument signed by the Parties. The Parties may enter into operating memoranda to implement the provisions of this MOU without formal amendment to this MOU.

c. State Law. This MOU, and the rights and obligations of the Parties to this MOU, shall be interpreted and enforced in accordance with and governed by the laws of the State of California. The language in all parts of this MOU shall be, in all cases, construed according to its fair meaning and not strictly for or against the Parties.

d. Successors and Assigns. This MOU may not be assigned to any party without the express written approval of the other Parties.

e. Time of Essence. The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof, by a party to this MOU, shall constitute a material breach and default under this MOU by the party failing to perform.

f. Execution of Other Instruments. Each party to this MOU agrees that it shall, upon request of a party hereunder, take any and all steps and execute or present

With Copy to:

City Attorney for Imperial Beach
McDougal, Love & Eckis
8100 La Mesa Blvd.
La Mesa, CA 91942

2017 JAN 12 P 4
CITY CLERK OFFICES

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN DIEGO UNIFIED PORT DISTRICT, CITY OF SAN DIEGO AND CITY OF
IMPERIAL BEACH TO EXPLORE USES FOR POND 20**

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WHEREAS, District, San Diego and Imperial Beach (collectively "Parties") entered into a MOU dated June 13, 2000 to initiate a preliminary redevelopment study to explore future jurisdictional and developmental issues for Pond 20, on file in the Office of the District Clerk as Document No. 40715, which expired June 13, 2005 (2000 MOU); and,

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environmental and economic development opportunities for Pond 20. However, no development rights, environmental credits or entitlements of any kind are conferred or guaranteed by this MOU, nor is the expenditure of any public funds committed.

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f. Execution of Other Instruments. Each party to this MOU agrees that it shall, upon request of a party hereunder, take any and all steps and execute or present to the appropriate legislative body for consideration, acknowledge and deliver to

IN WITNESS WHEREOF, the Parties have executed this MOU by proper persons duly authorized as the date first herein above written.

IMPERIAL BEACH:

CITY OF IMPERIAL BEACH

Dated: _____

By: _____

Its: _____

SAN DIEGO:

CITY OF SAN DIEGO

Dated: _____

By: _____

Its: _____

DISTRICT:

SAN DIEGO UNIFIED PORT DISTRICT

Dated: _____

By: _____

Its: _____