



A G E N D A



**CITY OF IMPERIAL BEACH
CITY COUNCIL
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY
HOUSING AUTHORITY
IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

JUNE 6, 2012

**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 PLANNING COMMISSION, PUBLIC FINANCING AUTHORITY, HOUSING AUTHORITY AND IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

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

ROLL CALL BY CITY CLERK

CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION (8 CASE)**
Significant exposure to litigation pursuant to Govt. Code Section 54956.9(b)(3)(A)
 - 2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION (8 CASE)**
Initiation of litigation pursuant to Govt. Code Section 54956.9(c)
- RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)**

REGULAR MEETING CALL TO ORDER

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

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.*

Any writings or documents provided to a majority of the City Council/Planning Commission/Public Financing Authority/Housing Authority/I.B. Redevelopment Agency Successor Agency 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.

PRESENTATIONS (1.1)

1.1* PRESENTATION ON PORT DISTRICT ACTIVITIES FROM PORT COMMISSIONER MALCOLM. (0150-70)

* No Staff Report

CONSENT CALENDAR (2.1-2.4) - 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 Regular Meeting of March 7, 2012.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 80493 through 80616 with a subtotal amount of \$1,104,772.32 and Payroll Checks 44622 through 44671 for a subtotal amount of \$290,821.68 for a total amount of \$1,395,594.00.

2.3 AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENTS TO THE AGREEMENTS BETWEEN THE CITY OF IMPERIAL BEACH AND THE SAN DIEGO UNIFIED PORT DISTRICT FOR PUBLIC SAFETY AND TIDELANDS MAINTENANCE SERVICES. (0150-70)

City Manager's Recommendation: Adopt resolution.

2.4 RESOLUTION NO. 2012-7204 AUTHORIZING SALE OF CERTAIN SURPLUS CITY EQUIPMENT. (0380-45)

City Manager's Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1)

5.1 RESOLUTION NO. 2012-7203 AMENDING USER AND RENTAL FEES FOR THE IMPERIAL BEACH SPORTS PARK RECREATION CENTER. (0920-40 & 0390-60)

City Manager's Recommendation: Hold the duly noticed public hearing and adopt Resolution No. 2012-7203 amending fees for the Imperial Beach Sports Park Recreation Center.

REPORTS (6.1-6.5)

6.1 UPDATE ON THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) REGIONAL BEACH SAND PROJECT II. (0140-40)

City Manager's Recommendation: Receive the update report on the regional Beach Sand Project II.

6.2 AMENDING THE FISCAL YEAR 2012-2013 BUDGET. (0330-30)

City Manager's Recommendation: Provide feedback on the proposed budget and staff will return with the budget for City Council approval at the next Council meeting.

Continued on Next Page

REPORTS (Continued)

6.3 RESOLUTION NO. 2012-7202 APPROVING AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF IMPERIAL BEACH AND BDS ENGINEERING, INC. FOR CITY ENGINEER SERVICES DATED DECEMBER 16, 2009 ON SPECIFIC PROJECTS. (0700-05)

City Manager's Recommendation: Receive report and adopt resolution.

6.4 DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – SEPTEMBER 5 - 7, 2012. (0140-10)

City Manager's Recommendation:

1. City Council designate a voting delegate and up to two voting alternates for the 2012 League Annual Conference and
2. Direct the City Clerk to complete and submit a Voting Delegate/Alternate Form to the League's office by Wednesday, August 15, 2012.

6.5 REPORT TO CITY COUNCIL ON UNIMPROVED ALLEYS. (0720-08)

Staff report to be provided prior to the City Council meeting.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (7.1)

7.1 ADOPTION OF RESOLUTION NO. SA-12-08 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE SUCCESSOR AGENCY'S ADMINISTRATIVE BUDGET AND RELATED ACTIONS. (0418-50)

City manager's recommendation: That the Successor Agency adopt resolution.

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.

/s/
Jacqueline M. Hald, MMC
City Clerk

**CITY OF IMPERIAL BEACH
CITY COUNCIL
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY
HOUSING AUTHORITY
IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

MARCH 7, 2012

**Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

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

CLOSED SESSION CALL TO ORDER

MAYOR JANNEY called the Closed Session Meeting to order at 5:02 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present: Bragg, King (arrived at 5:05 p.m.), Bilbray
Councilmembers absent: None
Mayor present: Janney
Mayor Pro Tem present: Spriggs
Staff present: City Manager Brown; City Attorney Lyon; City Clerk Hald

CLOSED SESSION

MOTION BY SPRIGGS, SECOND BY BILBRAY, TO ADJOURN TO CLOSED SESSION UNDER:

- 1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to Government Code §54956.9(b)(3)(A)
(2 cases)
- 2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Initiation of litigation pursuant to Government Code §54956.9(c)
(2 cases)
- 3. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to Government Code §54956.9(b)(3)(C):
(1 case)

MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: BILBRAY, BRAGG, SPRIGGS, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: KING**

MAYOR JANNEY adjourned the meeting to Closed Session at 5:03 p.m. and he reconvened the meeting to Open Session at 6:03 p.m.

Reporting out of Closed Session, CITY ATTORNEY LYON announced City Council discussed Closed Session Item Nos. 1 thru 3, direction was given and no reportable action was taken.

REGULAR MEETING CALL TO ORDER

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

ROLL CALL BY CITY CLERK

Councilmembers present: Bragg, King, Bilbray
Councilmembers absent: None
Mayor present: Janney
Mayor Pro Tem present: Spriggs
Staff present: City Manager Brown; City Attorney Lyon; City Clerk Hald

PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

MOTION BY SPRIGGS, SECOND BY BILBRAY, TO TAKE ITEM NO. 6.3 AFTER ITEM NO. 6.4. MOTION CARRIED UNANIMOUSLY.

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

MAYOR JANNEY presented a proclamation to Brian Barreto, External Affairs Manager of California American Water, in recognition of Fix a Leak Week.

BRIAN BARRETO encouraged residents to reduce water waste by inspecting and repairing leaks in household plumbing and irrigation systems.

MAYOR JANNEY cautioned staff about possible impacts to special events that take place along the beach during the upcoming sand replenishment project.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

None.

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1-2.6)

MOTION BY BILBRAY, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THRU 2.6. MOTION CARRIED UNANIMOUSLY.

2.1 MINUTES.

Approved the minutes of the Special Meetings of December 14, 2011 and January 5, 2012.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 79925 through 80052 with a subtotal amount of \$1,406,945.28 and Payroll Checks 44483 through 44504 for a subtotal amount of \$142,234.55 for a total amount of \$1,549,179.83.

CONSENT CALENDAR (Continued)

2.3 RESOLUTION NO. 2012-7163 RELATED TO COUNCIL HEALTH BENEFITS. (0520-50)

Adopted resolution.

2.4 RESOLUTION NO. 2012-7161 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN ENGINEER'S "REPORT" FOR A SPECIAL ASSESSMENT DISTRICT – AD-67M. (0345-10)

Authorized the Public Works Director to initiate the Engineer's Report for – AD 67-M and adopt resolution.

2.5 RESOLUTION NO. 2012-7162 SETTING THE TIME AND PLACE FOR PUBLIC HEARING TO REVIEW THE SETTING OF THE SEWER CAPACITY FEE FOR FY 2013. (0390-55)

Adopted resolution.

2.6 RESOLUTION NO. 2012-7166 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING AND FIRST READING OF ORDINANCE TO CONSIDER ADOPTION OF THE SEWER SERVICE CHARGE FOR FISCAL YEAR 2013. (0830-95)

Adopted resolution.

ORDINANCES – INTRODUCTION/FIRST READING/PUBLIC HEARING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1-6.6)

MAYOR JANNEY announced Item No. 6.1 would be heard later in the meeting as Allison Rolfe, Project Manager for Pacifica Companies, was not yet in attendance.

6.2 ADOPTION OF RESOLUTION NO. HA-12-10 APPROVING THE FIRST AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT FOR THE PROVISION OF FINANCING FOR REDEVELOPMENT OF AN EXISTING AMERICAN LEGION POST AND SINGLE-FAMILY RESIDENCE LOCATED AT 1252 AND 1268 PALM AVENUE AND 655 FLORENCE STREET (APN 626-242-09-00, 626-242-23-00, 626-242-24-00) INTO AN AFFORDABLE HOUSING PROJECT AND NEW AMERICAN LEGION POST. (0640-20)

CITY MANAGER BROWN introduced the item and he announced a revised agreement was provided as last minute agenda information.

COMMUNITY DEVELOPMENT DIRECTOR WADE reviewed the proposed changes contained in the First Amendment.

CITY ATTORNEY LYON announced that on page 7 of 14 of the last minute agenda information (revised agreement), 35 days should be modified to 45 days.

PAUL MARRA of Keyser Marston Associates, Inc. reviewed the proposed project cost increases.

MIKE VAN BUSKIRK, Project Manager for Hitzke Development, stated he did not foresee additional increases in costs.

In response to Councilmember King, TED BALLMER, Special Counsel, stated the additional funding amount will only be given at construction financing closing.

MOTION BY BRAGG, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. HA-12-10 APPROVING THE FIRST AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT BETWEEN THE HOUSING AUTHORITY AND THE POST BY HDC, LP FOR THE AMERICAN LEGION MIXED USE AFFORDABLE HOUSING PROJECT; TO AUTHORIZE THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE, FOR AND ON BEHALF OF THE AUTHORITY, THE FINAL FORM OF THE FIRST AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER FOR THE DEVELOPMENT OF THE PROJECT; AND TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN ALL DOCUMENTS NECESSARY AND APPROPRIATE TO CARRY OUT AND IMPLEMENT THE AGREEMENT, AS AMENDED, AND TO ADMINISTER THE AUTHORITY'S OBLIGATIONS, RESPONSIBILITIES, AND DUTIES TO BE PERFORMED UNDER SAID AGREEMENT. MOTION CARRIED UNANIMOUSLY.

6.1 QUARTERLY UPDATE REPORT ON THE REDEVELOPMENT OF THE SEACOAST INN HOTEL. (0660-43)

ALLISON ROLFE, Project Manager for Pacifica Companies, reported that as of the end of February the steel structure is finished and being coated with fireproofing foam, the second floor is being framed, the rough mechanical, electrical and plumbing are being installed on the first floor, and the garage is 90% complete. The framing and the roof will be completed by the end of April, completion of the hotel is now planned for September and the grand opening is planned for September or October. She announced that there is interest in the new hotel by the Autograph Collection of the Marriott Hotels.

COUNCILMEMBER BRAGG spoke in support for a spectacular grand opening event that reflects the 10-year effort to build a new hotel.

MS. ROLFE stated that she will coordinate with the City on planning the grand opening event to ensure that it reflects Council's desires. She reported that she is participating in the Seacoasters community group whose focus is to improve the Seacoast Drive area and will lend support wherever possible. She stated that the name of the new hotel is still under consideration and she spoke about a possible association with the Marriott brand of hotels that will help improve the marketing of the new hotel.

6.4 REQUEST BY MEMBER OF THE CITY COUNCIL TO PLACE AN ITEM ON A CITY COUNCIL AGENDA. (0410-14)

The following items were submitted as last minute agenda information:

- Additional background information received from Councilmember Spriggs
- Additional relevant lighting information received from Councilmember Spriggs
- Correspondence from SWIA

CITY MANAGER BROWN introduced the item.

COUNCILMEMBER SPRIGGS spoke about his desire for City Council to discuss and form a shared vision for Seacoast Drive at night. He spoke about the importance of having the fullest use and activation of the street. He noted that with the elimination of RDA there is a need to examine alternative ways to generate revenue to cover the costs for street improvements, water and sewer improvements, park maintenance, undergrounding, and better lighting for the neighborhoods.

MAYOR JANNEY stated that the item before City Council is to decide whether or not to bring the issue of a vision for Seacoast Drive at night back to City Council for an in depth discussion.

KITT WILLIAMS, President of IB Beautiful, provided information on pedestrian lighting from the City of Seattle's Office of Economic Development, and she spoke in support for pedestrian scale street lighting on Seacoast Drive while the street construction is underway.

BOB MILLER spoke in support for pedestrian street lighting on Seacoast Drive and he suggested that the construction on Seacoast Drive be suspended until there is an alternate pedestrian street lighting plan that is agreed upon by City Council and staff. He questioned why the Cobra lights are being replaced with Sheppard Hook lights as he cannot tell the difference in lighting. He suggested that at a minimum, conduits should be installed from Palm Ave. to Daisy Ave. (additional speaking time donated by RICHARD and CHERYL SCHAUMBURG).

PAUL MESCHLER spoke in support for embellishing Seacoast Drive with pedestrian street lighting.

TRAVIS BRAZIL stated that a healthy business community is the City's economic engine. The vision for future development of the Seacoast Commercial Zone is important for the future economic viability of Imperial Beach and he suggested that the subject of lighting on Seacoast Drive be placed on a future agenda.

DAVE VAN DE WATER spoke in support for bringing back pedestrian street lighting on Seacoast Drive for City Council's consideration.

MAYOR PRO TEM SPRIGGS requested the following:

1. To present the City Council with an equal number of daytime and nighttime renderings as soon as possible;
2. With pedestrian scale lighting between 12 and 16 feet above the sidewalk, ask an engineering firm to come back to City Council as soon as possible with designs for several options for pedestrian scale lighting; and
3. A status update on the construction that is taking place on Seacoast Drive, determine what is gained or lost by holding off on the installation of lighting until City Council has an opportunity to discuss lighting options, and information on the installation of stub-outs.

COUNCILMEMBER KING noted that according to the Landscape Design Guidelines for Seacoast Drive (provided as last minute agenda information), the installation of pedestrian friendly lighting is ranked 10 out of 11 on the priority ranking list. He stated that interior lighting from businesses and building exterior lights have not been considered and that only looking at street lights is a narrow view. He spoke in support for a broader approach should the item move forward.

COUNCILMEMBER BRAGG suggested that staff look at the cost for nighttime renderings, the height and spacing for pedestrian street lights, provide an update on the construction timeline, the cost per light, and to return to City Council with the information as soon as possible.

COUNCILMEMBER BILBRAY supported a review of exterior lighting of buildings that casts light for pedestrians and he questioned the process for stopping the project.

COUNCILMEMBER KING questioned what the consequences are for delaying the project and if the contractor could stay on track with the construction of the new hotel.

COUNCILMEMBER BILBRAY asked staff to return with information on other types of technologies such as solar power.

MAYOR JANNEY noted that it may take the creation of an assessment district to help fund the lighting and suggested that staff return with information on how to create an assessment district. He also questioned if Sheppard Hooks could be attached to existing poles at a lower level. He asked staff to return at the next City Council meeting with the information requested by City Council.

MAYOR PRO TEM SPRIGGS suggested that staff consider a project performed in sections or phases, to look at the cost to stub-out the street, and then later consider financing options.

CITY MANAGER BROWN stated that he will return to City Council in two weeks with information on options and costs for pedestrian scale street lighting.

6.3 RESOLUTION NO. 2012-7164 APPROVING STREET IMPROVEMENTS PHASE 4/5 (CIP S11-105) CHANGE ORDER NO. 1 WITH SOUTHLAND PAVING, INC. (0720-25)

CITY MANAGER BROWN introduced the item and announced that a revised staff report and resolution were submitted as last minute agenda information.

PUBLIC WORKS DIRECTOR LEVIEN reported on the item and asked City Council to add three additional streets to the project using the remaining funds that were allocated for the project. The three streets to be added are 9th Street – S.R. 75 to Donax Ave., Donax Ave. – 2nd Street to 3rd Street and Loudon Lane – Imperial Beach Blvd. to Grove Ave. He noted that the cost to complete the three additional streets is \$27,000 less than originally proposed.

MAYOR PRO TEM SPRIGGS suggested holding off on committing the funds to this project until after the discussion on lighting is conducted. He stated that the funds could be used towards addressing lighting in the near term (under Improvement Project 3B) in an area that is likely to produce more economic return to the City.

MAYOR JANNEY stated that the three streets were initially part of the Streets 4/5 Improvement Project but there wasn't enough funding. He is not willing to delay improvements to the residential streets and spoke in support of staff's recommendation.

COUNCILMEMBER KING supported Mayor Janney's comments and staff's recommendation. He stated that after the hotel is developed and lots are built along Seacoast Drive, revenue will increase. He spoke in opposition to spending money on lighting and in support for capital needs of the City.

COUNCILMEMBER BILBRAY supported the comments of Mayor Janney and Councilmember King. He spoke in opposition to taking money away from residents and using it towards lighting. He noted that the City is only as good as its worst area and that there are areas in town where alleys are not paved. He said that if the funds aren't allocated towards street improvements, he would rather see the funds go towards alley improvements.

MOTION BY KING, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2012-7164 APPROVING STREET IMPROVEMENTS PHASE 4/5 (CIP S11-105) CHANGE ORDER NO. 1 WITH SOUTHLAND PAVING, INC.

City Council discussion ensued.

COUNCILMEMBER BRAGG spoke in support for only paving the street near the Post Office (9th Street – S.R. 75 to Donax Ave.) as the improvement would benefit the whole community and not just a particular neighborhood and to hold off on using the remaining funds.

MAYOR JANNEY noted that the business owners along Seacoast Drive have not spoken up about starting an assessment district to help the City pay for lighting. He was not in support for taking funding away from streets and applying it to lighting along Seacoast Drive.

MAYOR PRO TEM SPRIGGS asked City Council to hold off on allocating the funding until the lighting costs are addressed.

MOTION BY KING, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2012-7164 APPROVING STREET IMPROVEMENTS PHASE 4/5 (CIP S11-105) CHANGE ORDER NO. 1 WITH SOUTHLAND PAVING, INC. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: BILBRAY, KING, JANNEY
NOES: COUNCILMEMBERS: BRAGG, SPRIGGS
ABSENT: COUNCILMEMBERS: NONE

6.5 MAYOR'S APPOINTMENTS TO THE OVERSIGHT BOARD FOR THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY. (0418-05)

MAYOR JANNEY appointed Derrick Fernandez to the Oversight Board of the Successor Agency to represent the City of Imperial Beach and appointed Tyler Foltz to the Oversight Board of the Successor Agency to represent employees of the former Imperial Beach Redevelopment Agency.

6.6 EMERGENT SEWER REPAIRS TO SANCON CONTRACT. (0830-10)

CITY MANAGER BROWN introduced the item and announced a staff report and resolution were submitted as last minute agenda information.

PUBLIC WORKS DIRECTOR LEVIEN reported on the situations that led to the need for emergent repairs (as listed on the staff report). He noted that the contractor informed him prior to the meeting that there was a need to increase the estimate for the additional cost of work incurred to \$63,555 in order to cover overhead costs.

MAYOR JANNEY asked staff to find out who has water rights under the City of Imperial Beach.

MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT REVISED RESOLUTION NO. 2012-7167 AFFIRMING EMERGENT ANNUAL SEWER REPAIRS AND APPROVING CHANGE ORDER NR 2 NOT TO EXCEED \$63,555 AND APPROVING THE TRANSFER OF \$65,000 FROM SEWER ENTERPRISE FUND RESERVE TO CIP PROJECT W10-101 AND W10-201. MOTION CARRIED UNANIMOUSLY.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (7.1)

7.1 RESOLUTION NO. SA-12-03 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AMENDING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) TO INCLUDE OCTOBER 2011 THROUGH DECEMBER 2011. (0418-20 & 0418-95)

CITY MANAGER BROWN introduced the item.

FINANCE DIRECTOR MCGRANE reported on the item.

MOTION BY SPRIGGS, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. SA-12-03 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AMENDING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) TO INCLUDE OCTOBER 2011 THROUGH DECEMBER 2011. MOTION CARRIED UNANIMOUSLY.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 8:41 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: JUNE 6, 2012
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	Description
Southland Paving	80531	\$635,577.13	Street Improvement Phase 4-5
Weston Solutions	80573	\$102,194.28	Tijuana River Quality Study

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
80493-80542	05/11/12	\$ 749,933.27
80543-80573	05/17/12	165,526.11
80574-80616	05/25/12	189,312.94
	Sub-Total	\$ <u>1,104,772.32</u>

PAYROLL CHECKS:

44622-44647	P.P.E. 05/03/12	\$ 145,810.91
44648-44671	P.P.E. 05/17/12	\$ 145,010.77
	Sub Total	<u>\$ 290,821.68</u>
	TOTAL	<u>\$ 1,395,594.00</u>

FISCAL IMPACT:

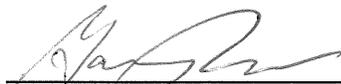
Warrants are issued from budgeted funds.

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

FROM 05/11/2012 TO 05/26/2012

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
05/11/2012	80493	ARROWHEAD MOUNTAIN SPRING WATE	1340	121.68
101-5020-432.30-02	04/25/2012	03/21-04/20/12 WATER DEL	02D0026726646	120222 10/2012 80.75
101-1010-411.30-02	04/25/2012	APR 2012	02D0031149578	120098 10/2012 40.93
05/11/2012	80494	BDS ENGINEERING INC	372	157.00
101-0000-221.01-02	05/02/2012	MARCH 2012 PLAN CHECK	12-02C	11/2012 157.00
05/11/2012	80495	CCMF	1502	400.00
101-1110-412.30-02	04/24/2012	BROWN,G-12/13 MEMBERSHIP	FY 2012-13	120958 10/2012 400.00
05/11/2012	80496	CVA SECURITY	797	70.00
101-1910-419.30-02	05/01/2012	MAY 2012-EOC	21889	120079 11/2012 30.00
101-1910-419.30-02	05/01/2012	MAY 2012 - PW	21984	120079 11/2012 40.00
05/11/2012	80497	CORODATA MEDIA STORAGE, INC.	2334	137.28
503-1923-419.20-06	04/30/2012	APR 2012	DS1250333	120105 10/2012 137.28
05/11/2012	80498	CTE INC, CLARK TELECOM & ELECT	2316	641.28
101-6020-452.28-01	04/23/2012	REPAIR FUSES/FUSE BLOCKS	00001182	120956 10/2012 641.28
05/11/2012	80499	DAVID M REISS M.D.	2438	1,250.00
101-1130-412.20-06	04/12/2012	FIT FOR DUTY EXAM/WIDLUND	04-12-2012	120955 10/2012 1,250.00
05/11/2012	80500	DKC ASSOCIATES, INC.	2187	520.00
101-1110-412.20-06	05/04/2012	04/06/12-04/19/12	248	120117 10/2012 176.80
405-1260-413.20-06	05/04/2012	04/06/12-04/19/12	248	120117 10/2012 171.60
502-1922-419.20-06	05/04/2012	04/06/12-04/19/12	248	120117 10/2012 171.60
05/11/2012	80501	EIAN MAURICE	2416	19.00
101-3030-423.28-04	04/19/2012	REIMBURSE LG CLASS FEES	10176104	11/2012 19.00
05/11/2012	80502	CHE	2422	1,250.00
101-1920-419.20-06	05/01/2012	MAY 2012	4151	120729 11/2012 1,250.00
05/11/2012	80503	GROUND SERVICE TECHNOLOGY, INC	2255	4,190.00
101-3020-422.21-04	04/26/2012	CABLING INSTALLATION-WAP	24332	120872 10/2012 1,294.07
101-3030-423.20-06	04/26/2012	CABLING INSTALLATION	24333	120872 10/2012 1,714.16
503-1923-419.30-22	04/26/2012	CABLING INSTALLATION-NEMA	24331	120875 10/2012 1,181.77
05/11/2012	80504	HARLAN CONSTRUCTION	2074	6,800.00
248-1920-519.20-06	05/01/2012	C&G-761 CORVINA ST	05-01-2012	120957 11/2012 6,800.00
05/11/2012	80505	HUDSON SAFE-T LITE RENTALS	2382	309.33
101-5010-431.21-23	04/11/2012	CLIPS/BANDING/VANDAL NUTS	00009141	120887 10/2012 153.34
101-5010-431.21-23	04/17/2012	55LB BAG GLASS BEADS	00009231	120887 10/2012 155.99
05/11/2012	80506	I B FIREFIGHTERS ASSOCIATION	214	300.00
101-0000-209.01-08	05/10/2012	PE 05/03/2012 PR AP	20120510	11/2012 300.00
05/11/2012	80507	ICMA RETIREMENT TRUST 457	242	6,902.95
101-0000-209.01-10	05/10/2012	PE 05/03/2012 PR AP	20120510	11/2012 6,902.95

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ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
05/11/2012	80508	IMPERIAL BEACH TROPHIES	319				70.04
101-1110-412.29-04	04/25/2012	FAREWELL AWARD FOR MICHEL	4222		F12083	10/2012	70.04
05/11/2012	80509	JETER SYSTEMS	483				170.23
101-1210-413.30-01	04/17/2012	POCKET FILING FOLDERS/YEA	2098731		F12078	10/2012	170.23
05/11/2012	80510	JOHN DEERE LANDSCAPES	1986				515.77
101-6020-452.30-02	04/11/2012	ROUNDUP QUIKPRO	60842746		120040	10/2012	184.66
101-6020-452.30-02	04/12/2012	IRRIGATION PARTS	60861621		120040	10/2012	160.48
101-6020-452.30-02	05/02/2012	2 CYCLE OIL	61131827		120040	11/2012	84.84
101-6020-452.30-02	04/26/2012	ELECT VALVE	61046127		120040	10/2012	85.79
05/11/2012	80511	KANE, BALLMER & BERKMAN	1828				44,201.42
101-1920-419.20-06	03/06/2012	FEB 2012-GENERAL	17791			09/2012	842.50
101-5000-532.20-06	04/05/2012	MAR 2012-9TH/PALM-DDA	17883		120964	10/2012	7,247.50
216-5000-532.20-06	04/05/2012	MAR 2012-AMERICAN LEGION	17884		120964	10/2012	5,128.92
402-5000-532.20-06	04/05/2012	MAR 2012-BIKEWAY VILLAGE	17885		120964	10/2012	200.00
217-5000-532.20-06	04/05/2012	MAR 2012-HABITAT AHA	17887		120964	10/2012	3,375.00
405-1260-413.20-06	04/05/2012	MAR 2012-SUCCESSOR AGENCY	17888		120964	10/2012	8,592.50
216-5000-532.20-06	03/06/2012	FEB 2012-AMERICAN LEGION	17789		120964	09/2012	11,372.50
405-1260-413.20-06	03/06/2012	FEB 2012-SUCCESSOR AGENCY	17793		120964	09/2012	3,450.00
101-1920-419.20-06	04/05/2012	MAR 2012-GENERAL	17886		111163	10/2012	929.18
101-1920-419.20-06	04/05/2012	MAR 2012-GENERAL	17886		120964	10/2012	3,063.32
05/11/2012	80512	LIGHTHOUSE, INC	787				27.15
501-1921-419.28-16	04/25/2012	HEADLAMP/FUSE	0239171		120052	10/2012	27.15
05/11/2012	80513	LLOYD PEST CONTROL	814				300.00
101-1910-419.21-04	04/12/2012	APR 2012-CITY HALL	3375017		120083	10/2012	33.00
101-1910-419.21-04	04/12/2012	APR 2012-FIRE DEPT	3375018		120083	10/2012	33.00
101-1910-419.21-04	04/12/2012	APR 2012-SHERIFF DEPT	3375217		120083	10/2012	33.00
101-1910-419.21-04	04/13/2012	APR 2012 MV CENTER	3375303		120083	10/2012	49.00
101-1910-419.21-04	04/18/2012	APR 2012-DEMPSEY CENTER	3362971		120083	10/2012	56.00
101-1910-419.21-04	04/19/2012	APR 2012 PW DEPT	3362669		120083	10/2012	49.00
101-1910-419.21-04	04/20/2012	APR 2012 SPORTS PARK	3360749		120083	10/2012	47.00
05/11/2012	80514	MASON'S SAW & LAWNMOWER	923				14.29
501-1921-419.28-16	05/03/2012	AIR FILTER	275795		120039	11/2012	14.29
05/11/2012	80515	MANAGED HEALTH NETWORK	2432				422.80
101-1130-412.20-06	04/16/2012	MAY 2012	3200037201		120951	10/2012	422.80
05/11/2012	80516	MIRACLE BRAND DESIGN	2260				700.38
101-5010-431.21-04	05/07/2012	NEW ST BANNERS & REPAIRS	80010		120888	11/2012	700.38
05/11/2012	80517	PADRE JANITORIAL SUPPLIES	1430				676.99
101-1910-419.30-02	04/11/2012	JANITORIAL SUPPLIES	327814		120034	10/2012	171.63
101-1910-419.30-02	04/18/2012	JANITORIAL SUPPLIES	328056		120034	10/2012	228.88
101-1910-419.30-02	04/19/2012	JANITORIAL SUPPLIES	328119		120034	10/2012	210.02

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
101-1910-419.30-02	04/30/2012	JANITORIAL SUPPLIES	328479	120034 10/2012 66.46
05/11/2012 80518	PARTNERSHIP WITH INDUSTRY	1302		1,046.97
101-6040-454.21-04	04/19/2012	P/E 04/15/2012	GS04162	120012 10/2012 1,046.97
05/11/2012 80519	PEARSON PLUMBING & HTG	2		196.75
101-0000-321.72-10	04/23/2012	OL REFUNDS	0008736	10/2012 196.75
05/11/2012 80520	PROTECTION ONE ALARM MONITORIN	69		277.37
601-5060-436.20-23	04/23/2012	MAY 2012	87687475	120086 10/2012 277.37
05/11/2012 80521	QWIK PRINTS	1622		40.00
101-1130-412.21-04	05/01/2012	APR 2012 LIVE SCANS	121221236	120099 11/2012 40.00
05/11/2012 80522	RANCHO AUTO & TRUCK PARTS	1685		707.97
501-1921-419.28-16	04/10/2012	WINDOW REGULATORS	7693-115450	120028 10/2012 53.47
501-1921-419.28-16	04/12/2012	HOSE CLAMPS/FILTERS	7693-115759	120028 10/2012 33.19
501-1921-419.28-16	04/18/2012	STOCK-FILTERS/HOSE CLAMPS	7693-116547	120028 10/2012 102.83
501-1921-419.30-02	04/19/2012	HOSE CLAMP	7693-116664	120028 10/2012 8.15
501-1921-419.28-16	04/23/2012	#117 FUEL FILTER	7693-117049	120028 10/2012 62.93
501-1921-419.28-16	04/23/2012	CR-RTN FUEL FILTER	7693-117059	120028 10/2012 17.99-
501-1921-419.28-16	04/24/2012	OIL FILTER #127	7693-117142	120028 10/2012 7.83
501-1921-419.28-16	04/25/2012	FILTER KITS #152	7693-117363	120028 10/2012 51.83
501-1921-419.28-16	04/26/2012	DOOR HANDLE #152	7693-117477	120028 10/2012 27.42
501-1921-419.28-16	04/26/2012	OIL/AIR FILTERS	7693-117551	120028 10/2012 188.39
501-1921-419.28-16	04/27/2012	#110 FUEL PUMP	7693-117586	120028 10/2012 232.18
501-1921-419.28-16	05/03/2012	CREDIT-HOSE CLAMPS	7693-118304	120028 11/2012 6.68-
501-1921-419.28-16	04/26/2012	CREDIT-FILTERS	7693-117490	120028 10/2012 35.58-
05/11/2012 80523	RELIABLE TIRES COMPANY	136		145.00
101-5040-434.21-04	04/25/2012	USED TIRE PICK UP FEE	81914-A	10/2012 50.00
101-5040-434.21-04	04/25/2012	PICK-UP USED TIRES	81914	F12082 10/2012 95.00
05/11/2012 80524	ROBERT HALF TECHNOLOGY	1826		1,161.00
503-1923-419.20-06	04/12/2012	ROMO,S-W/E 04/06/12	35314031	120960 10/2012 492.75
503-1923-419.20-06	04/19/2012	ROMO,S-W/E 04/13/2012	35359860	120960 10/2012 411.75
503-1923-419.20-06	04/25/2012	ROMO,S-W/E 04/20/2012	35400725	120960 10/2012 256.50
05/11/2012 80525	ROBERT STABENOW	199		58.00
101-3030-423.25-03	04/26/2012	REMBURSE UNIFORM CLEANING	04-26-2012	11/2012 58.00
05/11/2012 80526	SDGE	289		5,869.84
101-5010-431.27-01	05/02/2012	0646 753 1938 03/29-04/30	05-17-2012	10/2012 10.01
101-5010-431.27-01	04/30/2012	1912 409 2723 03/27-04/26	05-15-2012	10/2012 10.01
101-6010-451.27-01	05/03/2012	2081 689 7619 03/30-05/01	05-18-2012	10/2012 299.44
101-5010-431.27-01	05/01/2012	2741 969 9359 03/31-04/30	05-16-2012	10/2012 134.92
215-6026-452.27-01	05/01/2012	2819 871 6315 03/31-04/30	05-16-2012	10/2012 1,825.14
101-5010-431.27-01	05/02/2012	3062 843 3719 03/29-04/30	05-17-2012	10/2012 11.95
101-5010-431.27-01	04/30/2012	5280 340 6641 03/27-04/26	05-15-2012	10/2012 59.60
101-5010-431.27-01	04/30/2012	5576 188 0541 03/27-04/26	05-15-2012	10/2012 9.85

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
601-5060-436.27-01	05/02/2012	8773 823 6424 03/29-04/30	05-17-2012		10/2012	1,018.71
101-5010-431.27-01	05/04/2012	9476 001 6989 03/30-05/01	05-19-2012		10/2012	694.89
101-6020-452.27-01	05/03/2012	0175 275 3776 03/30-05/01	05-18-2012		10/2012	251.89
101-5010-431.27-01	05/03/2012	0824 329 2041 03/30-05/01	05-18-2012		10/2012	173.51
101-6020-452.27-01	05/03/2012	2081 689 1273 03/30-05/01	05-18-2012		10/2012	294.60
101-6010-451.27-01	05/03/2012	2081 692 3399 03/30-05/01	05-18-2012		10/2012	15.55
101-6020-452.27-01	05/03/2012	2083 847 9032 03/30-05/01	05-18-2012		10/2012	34.93
101-6010-451.27-01	05/03/2012	3206 700 9265 03/30-05/01	05-18-2012		10/2012	58.47
101-5010-431.27-01	05/02/2012	3448 930 9646 03/29-04/30	05-17-2012		10/2012	10.01
101-5010-431.27-01	05/02/2012	5153 272 6717 03/29-04/30	05-17-2012		10/2012	13.13
101-6020-452.27-01	05/03/2012	5456 692 8951 03/30-05/01	05-18-2012		10/2012	37.93
101-6020-452.27-01	05/03/2012	6921 003 2109 03/30-05/01	05-18-2012		10/2012	410.10
101-5010-431.27-01	05/03/2012	7706 795 7872 03/30-05/01	05-18-2012		10/2012	11.81
101-6020-452.27-01	05/03/2012	9327 898 1346 03/30-05/01	05-18-2012		10/2012	314.69
101-6010-451.27-01	05/03/2012	9956 693 6272 03/30-05/01	05-18-2012		10/2012	168.70
05/11/2012	80527	SEIU LOCAL 221	1821			1,377.98
101-0000-209.01-08	05/10/2012	PE 05/03/2012 PR AP	20120510		11/2012	1,377.98
05/11/2012	80528	SHUMAN LLC	2			350.00
101-0000-321.72-10	04/30/2012	OL REFUNDS	0004855		10/2012	350.00
05/11/2012	80529	SKS INC.	412			10,705.15
501-1921-419.28-15	04/26/2012	1046 G REG/199 G DIESEL	1247658-IN	120058	10/2012	4,848.21
501-1921-419.28-15	05/03/2012	1000 GAL REG FUEL	1247845-IN	120058	11/2012	4,022.87
501-1921-419.28-15	04/02/2012	MOTOR OIL	N718666-IN	120058	10/2012	1,834.07
05/11/2012	80530	SOUTH WEST SIGNAL	488			175.63
101-5010-431.21-04	04/30/2012	APR 2012	50737	120047	10/2012	160.00
101-5010-431.21-23	04/30/2012	CABINET FILTER	50738	120047	10/2012	15.63
05/11/2012	80531	SOUTHLAND PAVING, INC.	2417			635,577.13
205-5017-531.20-06	03/31/2012	P/E 03/31/12-STR IMPRVMNT	2	120732	09/2012	360,004.15
402-5000-532.20-06	03/31/2012	P/E 03/31/12-STR IMPRVMNT	2	120732	09/2012	275,572.98
05/11/2012	80532	SPRINT	2040			149.97
101-3020-422.27-05	04/29/2012	03/26/2012-04/25/2012	594768811-053		10/2012	149.97
05/11/2012	80533	TERRA BELLA NURSERY, INC.	1946			700.15
101-6020-452.30-02	04/19/2012	PLANTS	69912	120043	10/2012	53.77
101-6020-452.30-02	05/03/2012	DECORATIVE WOOD CHIP	70858	120043	11/2012	323.19
101-6020-452.28-01	05/07/2012	DECORATIVE WOOD CHIP	71139	120043	11/2012	323.19
05/11/2012	80534	UNION BANK PARS-#6746022400	2400			1,966.10
101-0000-209.01-20	05/10/2012	PE 05/03/2012 PR AP	20120510		11/2012	1,966.10
05/11/2012	80535	WAXIE SANITARY SUPPLY	802			669.52
101-6040-454.30-02	04/27/2012	JANITORIAL SUPPLIES	73252817	120025	10/2012	669.52
05/11/2012	80536	WEST COAST ARBORISTS	820			500.00
101-6020-452.21-04	04/25/2012	ARBORIST SERVICES-REPORT	1-0419	120084	10/2012	500.00

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05/11/2012	80537	WHITE CAP CONSTRUCTION SUPPLY	1434	30.38
101-6040-454.30-02	04/18/2012	PLATFORM NAILS & ANCHORS	15063996	120027 10/2012 30.38
05/11/2012	80538	ZUMAR INDUSTRIES INC.	875	2,208.83
101-5010-431.21-23	04/12/2012	STREET NUMBER SIGNS	0137378	120026 10/2012 57.72
101-6040-454.30-02	04/13/2012	TIDELANDS/BEACH SIGNS	0137405	120026 10/2012 158.31
101-5010-431.21-23	04/26/2012	NO PARKING SIGNS-ST SWEEP	0137685	120026 10/2012 1,992.80
VOID CHECKS # 80539-80541				
05/11/2012	80542	U.S. BANK	1873	15,851.94
101-1110-412.28-04	03/27/2012	LUNCH MTG-CITY MANAGER	064323	120902 10/2012 20.72
101-1010-411.28-04	03/21/2012	COUNCIL DINNER 03/21/2012	0921	120909 10/2012 76.93
101-1110-412.28-04	04/21/2012	LUNCH MTG-CITY MANAGER	011691	120902 10/2012 17.48
503-1923-419.21-04	04/04/2012	WEB SITE HOSTING SVCS	79047	120909 10/2012 350.00
101-1010-411.28-04	04/18/2012	COUNCIL DINNER 04/18/2012	086704	120909 10/2012 67.98
503-1923-419.30-22	03/28/2012	LAPTOP REPAIR	T2-10177706	120920 10/2012 24.99
503-1923-419.28-04	03/28/2012	LOPEZ,H-FOOD BACK UPS	070028	120920 10/2012 9.77
503-1923-419.28-04	03/28/2012	LOPEZ,H-MISAC MEMBERSHIP	1234	120920 10/2012 40.00
503-1923-419.28-04	03/28/2012	LOPEZ,H-MISAC MEMBERSHIP	2Z76DRG2UCE4Y97	120920 10/2012 200.00
503-1923-419.30-22	03/28/2012	ROUTER MODULE	217524	120920 10/2012 390.96
503-1923-419.30-22	04/13/2012	PRINTER CABLE	024309/6580894	120920 10/2012 26.80
101-3070-427.30-01	03/21/2012	TRANSPARANT DUCT TAPE	105-6946016-908	120891 10/2012 25.86
101-1230-413.28-12	03/14/2012	NAKAGAWA,J-APA MEMBERSHIP	023499-1225	120895 10/2012 548.00
101-1230-413.30-01	03/22/2012	FILING FOLDERS	602952928-001	120897 10/2012 178.78
101-3040-424.28-11	03/21/2012	CORRECTION NOTICE FORMS	602897589-001	120897 09/2012 59.79
101-6010-451.30-02	04/02/2012	CAFE SUPPLIES-RESTOCK	245170877	120904 10/2012 396.79
101-6010-451.30-02	04/18/2012	CAFE SUPPLIES-RESTOCK	246052897	120904 10/2012 277.70
101-3030-423.28-04	03/22/2012	DIVE TRAINING	3195	120915 10/2012 800.00
101-3035-423.30-02	03/22/2012	JG BANNER	1458	120916 10/2012 385.20
101-3030-423.30-02	03/19/2012	RCS RADIO BATTERIES	337	120918 10/2012 720.00
101-3030-423.28-01	03/27/2012	ELECTRIC CORD PLUG	064011/3574761	120918 10/2012 5.37
502-1922-419.30-02	04/17/2012	PROTECTIVE GLOVES	34690	120907 10/2012 20.99
101-3030-423.25-03	04/11/2012	UNIFORM CLEANING	34	120915 10/2012 8.25
101-3030-423.28-04	04/12/2012	LINDQUIST,J-CSLA PARKNG F	83561	120915 10/2012 16.00
101-3030-423.30-02	04/21/2012	TAPE FOR SIGNS	057055/8032329	120915 10/2012 21.88
101-3030-423.28-04	04/17/2012	LG POOL USE FEES-CORONADO	326939	120918 10/2012 960.00
101-3030-423.28-01	04/18/2012	WASH COMMAND VEHICLE	0255920100	120918 10/2012 9.99
101-0000-209.01-03	04/13/2012	KING,M-EMP COMP LOAN	102-5432866-708	10/2012 436.98
101-6040-454.30-02	03/21/2012	PAINT/BRUSHES/SEALER	017496/9591243	120933 10/2012 174.98
101-1910-419.30-02	03/22/2012	SAFETY CTR-AMERICAN FLAGS	126222A	120933 10/2012 156.41
101-6040-454.30-02	03/29/2012	WEED KILLER/WATER KEYS	077355/1193478	120933 10/2012 53.32
101-6040-454.30-02	03/29/2012	WEED KILLER/WATER KEYS	077355/1193478	120933 10/2012 22.74
101-6040-454.30-02	03/26/2012	SPRINKLERS	60635103	120934 10/2012 114.84
101-6040-454.30-02	03/27/2012	PIPE CUTTER	026266/3588968	120934 10/2012 32.30
101-6040-454.30-02	03/27/2012	IRRIGATION PIECES	60652866	120934 10/2012 17.40
601-5060-436.30-02	03/28/2012	GLOVES AND SAFETY VESTS	15063156	120937 10/2012 97.84
101-6040-454.30-02	04/05/2012	GATE KEYS-PIER PLAZA	024598	120933 10/2012 19.40
101-6040-454.30-02	04/12/2012	PLAZA CHAIRS	6015	120933 10/2012 725.00
101-6040-454.30-02	04/16/2012	WEED KILLER/ANGLE BROOMS	036313/3571570	120933 10/2012 21.49
101-6040-454.30-02	04/16/2012	WEED KILLER/ANGLE BROOMS	036313/3571570	120933 10/2012 22.53

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-1910-419.28-01	04/13/2012	BOLTS & BRACKET	093942/6562146	120934	10/2012	16.23
101-6040-454.21-04	03/22/2012	PAINT LIGHT FIXTURES	107039	120932	10/2012	250.00
101-1910-419.30-02	03/26/2012	DISPOSER CLEANER/GREASE	891559	120932	10/2012	14.44
101-6040-454.30-02	03/26/2012	DISPOSER CLEANER/GREASE	891559	120932	10/2012	8.51
101-6040-454.30-02	03/29/2012	HALOGEN LAMPS	010442/1591991	120932	10/2012	32.27
101-5010-431.30-02	03/27/2012	UTILITY BOX	0171713	120939	10/2012	81.11
101-5010-431.21-23	03/28/2012	POST ANCHORS	077413-00	120939	10/2012	89.07
101-6040-454.30-02	04/05/2012	DUST BAG & PAD	062843194	120932	10/2012	32.85
101-6040-454.30-02	04/05/2012	PROPANE TORCH	078636/4592858	120932	10/2012	80.76
101-6040-454.30-02	04/17/2012	SPRAY PAINT	086244/2571697	120932	10/2012	12.02
402-5000-532.20-06	04/04/2012	DREMEL BITS	003606/5570142	120939	10/2012	29.67
101-5010-431.30-02	04/05/2012	PAINT ROLLER COVERS/BRUSH	080793/4023272	120939	10/2012	28.35
402-5000-532.20-06	04/05/2012	SANDBLASTER RENTAL	400174	120939	10/2012	197.59
101-5010-431.30-02	04/09/2012	REBAR-REINFORCE GUTTER	067478/0016024	120939	10/2012	54.74
101-1910-419.30-02	03/28/2012	PAINT TRIM SUPPLIES	006760/2589060	120928	10/2012	54.10
601-5060-436.28-01	03/27/2012	VALVES/#117 WATER VACTOR	PD-18191	120942	10/2012	549.96
101-1910-419.30-02	04/04/2012	FLOOR SUPPLIES-CITY HALL	017609/5022983	120928	10/2012	205.53
101-1910-419.30-02	04/05/2012	ELECTRICAL SUPPLIES	067318/4580043	120928	10/2012	81.67
101-1910-419.25-02	04/06/2012	FLOOR ROLLER	401390	120928	10/2012	14.37
101-1910-419.30-02	04/10/2012	FH PLAN DESK SUPPLIES	026937/9024301	120928	10/2012	22.78
101-1910-419.30-02	04/11/2012	CH PAINT SUPPLIES	030101/8593287	120928	10/2012	81.31
101-1910-419.30-02	04/12/2012	WINDOW BLINDS-BLD DEPT	011569/7576423	120928	10/2012	83.98
101-6040-454.30-02	04/07/2012	SAFETY GLASSES/EARMUFF	076450/2023749	120935	10/2012	45.06
101-6040-454.30-02	04/18/2012	ELECTRICAL OUTLET COVERS	076474/1594137	120935	10/2012	7.52
101-1910-419.20-18	04/10/2012	ANNUAL EXTINGUISHER SVC	E74-4	120942	10/2012	260.00
101-6040-454.20-18	04/10/2012	ANNUAL EXTINGUISHER SVC	E74-4	120942	10/2012	20.00
501-1921-419.20-18	04/10/2012	ANNUAL EXTINGUISHER SVC	E74-4	120942	10/2012	205.00
501-1921-419.28-16	04/02/2012	#606 LG TRUCK PART	01335125	120943	10/2012	161.63
501-1921-419.30-02	04/03/2012	PAINT BRUSHES	022862/6589745	120943	10/2012	10.74
501-1921-419.30-02	04/11/2012	MURPHY,M-WORK BOOTS	3/1266/66304	120943	10/2012	145.44
101-6040-454.30-02	04/18/2012	CASTERS-OIL DRUM/PRESSURE	163908	120943	10/2012	36.95
501-1921-419.28-16	04/18/2012	CASTERS-OIL DRUM/PRESSURE	163908	120943	10/2012	29.79
101-6020-452.30-02	03/26/2012	PAINT BRUSHES	087223/4566963	120925	10/2012	10.35
402-5000-432.20-06	03/29/2012	PAINT	027181/1560119	120925	10/2012	12.51
601-5060-436.30-02	04/11/2012	ELECTRICAL CLEANER	95625317	120922	10/2012	254.46
601-5060-436.28-12	04/13/2012	RAMOS,M-CWEA MEMBERSHIP	189478	120922	10/2012	132.00
601-5060-436.30-02	04/16/2012	SIMPLE GREEN/DUCT TAPE	053942/3196731	120922	10/2012	74.24
402-5000-532.20-06	04/03/2012	BRIGADE SPRAYER HAND HELD	15063424	120923	10/2012	25.84
101-6040-454.30-02	04/10/2012	FENCE POSTS CONCRETE	102209903-001	120924	10/2012	266.68
405-5030-433.30-02	04/03/2012	GRAFFITI PAINT	125	120925	10/2012	438.54
101-6020-452.21-04	04/07/2012	TREE FERT W/ARBOR GREEN	905603238	120925	10/2012	597.00
405-5030-433.30-02	04/19/2012	GRAFFITI SUPPLIES	081729/0190419	120927	10/2012	64.00
601-5050-436.30-02	04/18/2012	TESTING KITS/WEATHER MONI	106646	120930	10/2012	195.86
601-5050-436.30-02	04/18/2012	METER-DRY WEATHER MONITOR	375073	120930	10/2012	151.50
101-5020-432.28-04	04/05/2012	CTAC MEETING TRANSPRTN	24770-01	120931	10/2012	1.25
101-3030-423.30-02	03/21/2012	WET/DRY VAC	W150536502	120917	10/2012	106.67
101-3030-423.30-02	03/21/2012	SPARE KEYS-GYM CLOSET	0003	120917	10/2012	3.21
101-3030-423.30-02	03/26/2012	ELECTRICAL OUTLET/OF DSK	085281/4591717	120917	10/2012	35.42
101-3030-423.30-02	04/02/2012	ANCHOR AND HARDWARE	4226	120917	10/2012	178.64
101-3030-423.30-02	04/07/2012	SHACKLES/HARDWARE	4522	120917	10/2012	44.44

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101-3030-423.30-02	04/08/2012	LG SHOWER CURTAIN	002255/1204181	120917	10/2012	27.30
101-3030-423.30-02	04/09/2012	PROTECTIVE GLOVES	0347723	120917	10/2012	115.22
101-3030-423.30-02	04/10/2012	SNAP HOOKS FOR ANCHORS	6746	120917	10/2012	103.92
101-3030-423.30-02	04/12/2012	STAT CARDS	020959	120917	10/2012	152.96
101-3030-423.25-03	04/17/2012	UNIFORM TRUNKS	554150	120917	10/2012	88.51
101-3030-423.30-02	04/18/2012	JANITORIAL SUPPLIES	328033	120917	10/2012	81.74
101-3030-423.28-01	04/18/2012	DIVE GEAR SERVICE	3368	120917	10/2012	563.35
601-5060-436.30-22	04/03/2012	HAND TOOLS	013583093361	120938	10/2012	297.22
101-3020-422.30-01	02/27/2012	FIRE ENGINEERING SUBSCRIP	508319	120913	10/2012	29.95
101-3020-422.30-01	04/10/2012	TRAINING BOOK	6312	120911	10/2012	71.19
101-3020-422.30-01	04/14/2012	KEY CABINETS	031472/5593634	120912	10/2012	53.85
101-3020-422.30-01	04/11/2012	FIRESTATION SUPPLIES	036235	120913	10/2012	37.69
101-3020-422.30-02	04/14/2012	FIRESTATION SUPPLIES	060980	120913	10/2012	202.61
101-1920-419.30-02	04/01/2012	04/13-05/12 AUTO ATTENDNT	27712	120900	10/2012	300.00
101-1010-411.30-02	04/11/2012	APR 2012 E-NEWSPAPER`	04-11-2012	120900	10/2012	7.92
101-1130-412.28-07	04/17/2012	EMPLOYMENT ADVERTISING	K209733	120900	10/2012	200.00
101-1130-412.28-07	04/17/2012	EMPLOYMENT ADVERTISING	3174512	120900	10/2012	273.00
101-1130-412.28-09	04/19/2012	EXPRESS MAIL FEES	230302776	120900	10/2012	17.75
101-1210-413.29-02	04/16/2012	EMP APPRECIATION/BERNAL,C	071023	120919	10/2012	18.46
101-1210-413.29-02	04/19/2012	SYMPATHY ARNGMNT/WIESMANN	2216598940	120919	10/2012	64.99
101-1130-412.28-07	04/18/2012	EMPLOYMENT ADVERTISING	90306	120900	10/2012	52.80
05/17/2012	80543	AARON J. HUBBARD	2415			37.00
101-3030-423.28-04	04/19/2012	REIMBURSE TRAINING FEES	10176109		11/2012	37.00
05/17/2012	80544	SOUTHCOAST HEATING & A/C	1554			1,756.00
601-5060-436.21-04	04/20/2012	PS #8 SQUARE DUCT/MOUNT B	J10169	120798	10/2012	989.00
601-5060-436.21-04	04/20/2012	PS #8 ROUND VENT	J10170	120798	10/2012	767.00
05/17/2012	80545	AZTEC LANDSCAPING INC	310			1,540.00
101-5010-431.21-04	04/30/2012	APR 2012	0023181-IN	120093	10/2012	1,540.00
05/17/2012	80546	CALIFORNIA AMERICAN WATER	612			1,476.23
101-6040-454.27-02	05/04/2012	05-0092998-9 03/05-05/01	05-23-2012		10/2012	332.50
101-3030-423.27-02	05/04/2012	05-0093917-8 03/05-05/01	05-23-2012		10/2012	122.14
101-5010-431.27-02	05/04/2012	05-0094000-2 03/05-05/01	05-23-2012		10/2012	30.88
101-5010-431.27-02	05/04/2012	05-0094041-6 03/05-05/01	05-23-2012		10/2012	30.88
101-5010-431.27-02	05/04/2012	05-0094076-2 03/05-05/01	05-23-2012		10/2012	27.32
101-5010-431.27-02	05/04/2012	05-0094163-8 03/05-05/01	05-23-2012		10/2012	30.88
101-5010-431.27-02	05/04/2012	05-0094234-7 03/05-05/01	05-23-2012		10/2012	27.32
101-5010-431.27-02	05/04/2012	05-0094268-5 03/05-05/01	05-23-2012		10/2012	73.49
101-5010-431.27-02	05/04/2012	05-0094293-3 03/05-05/01	05-23-2012		10/2012	37.98
101-5010-431.27-02	05/04/2012	05-0094304-8 03/05-05/01	05-23-2012		10/2012	108.75
101-5010-431.27-02	05/04/2012	05-0094973-0 03/05-05/01	05-23-2012		10/2012	261.73
101-3030-423.27-02	05/09/2012	05-0155019-8 04/04-05/03	05-29-2012		10/2012	21.18
405-5030-433.27-02	05/09/2012	05-0155037-0 04/04-05/04	05-29-2012		10/2012	14.83
601-5060-436.27-02	05/09/2012	05-0392478-9 04/04-05/04	05-29-2012		10/2012	14.83
601-5060-436.27-02	05/09/2012	05-0505362-9 04/04-05/04	05-29-2012		10/2012	341.52
05/17/2012	80547	CALIFORNIA ENV CONTROLS INC	642			1,706.67
601-5060-436.28-01	04/24/2012	EPS 2100 CONTROLLER W/CAP	2669	120067	10/2012	1,706.67

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05/17/2012	80548	CITY OF CHULA VISTA	823	17,696.00
101-3050-425.20-06	04/25/2012	MAR 2012 A/C SERVICES	AR132119	120457 10/2012 17,696.00
05/17/2012	80549	CLEAN HARBORS	913	1,057.74
101-5040-434.21-04	05/02/2012	APRIL 2012	6Y1228989	120038 11/2012 1,057.74
05/17/2012	80550	COMMERCIAL LANDSCAPE SUPPLY	944	79.21
501-1921-419.28-16	04/26/2012	TIRE/EDGER SHAFT	177263	120018 10/2012 79.21
05/17/2012	80551	COX COMMUNICATIONS	1073	789.93
503-1923-419.21-04	04/27/2012	04/25-05/24 3110039780701	05-16-2012	120188 10/2012 600.00
503-1923-419.29-04	05/02/2012	05/01-05/31 3110015533201	05-22-2012	120188 11/2012 10.93
601-5050-436.21-04	05/05/2012	05/04-06/03 3110091187001	05-25-2012	120188 11/2012 179.00
05/17/2012	80552	CSMFO	566	100.00
101-1210-413.28-04	05/01/2012	WIESMANN,K-INTRO TO GOV	138161	11/2012 50.00
101-1210-413.28-04	05/03/2012	GUERN,M-CSMFO TRAINING	138226	F12085 11/2012 50.00
05/17/2012	80553	D.A.R. CONTRACTORS	1122	347.00
101-3050-425.20-06	05/02/2012	APRIL 2012	0401229	120252 11/2012 347.00
05/17/2012	80554	DATAQUICK	1134	75.00
101-1210-413.21-04	05/02/2012	APR 2012	B1-2035555	120189 11/2012 24.50
101-3020-422.21-04	05/02/2012	APR 2012	B1-2035555	120189 11/2012 6.00
101-3070-427.21-04	05/02/2012	APR 2012	B1-2035555	120189 11/2012 44.50
05/17/2012	80555	DELTACARE USA	2420	726.07
101-0000-209.01-12	04/26/2012	PR PA PE 04/19/2012	20120426	10/2012 362.95
101-0000-209.01-12	05/10/2012	PE 05/03/2012 PR AP	20120510	11/2012 362.95
101-0000-209.01-12	05/01/2012	MAY 2012 - DENTAL HMO	4694935	11/2012 .17
05/17/2012	80556	EAGLE NEWSPAPER	1204	1,924.00
101-1020-411.28-07	04/04/2012	LEGAL NOTICES	70506	120219 10/2012 265.00
101-1020-411.28-07	04/25/2012	LEGAL NOTICES	70887	120219 10/2012 125.00
101-0000-221.01-02	04/18/2012	DISPLAY ADS-BIKEWAY	70774	11/2012 170.00
402-5000-532.20-06	04/18/2012	DISPLAY ADS-COMMERCIAL	70774	11/2012 937.00
210-1235-513.20-06	04/18/2012	LEGAL NOTICE-13TH ST/EBON	70774	120031 10/2012 100.00
101-5040-434.28-07	04/25/2012	LEGAL NOTICE/DISPLAY AD	70887	120031 10/2012 227.00
210-1235-513.20-06	04/25/2012	LEGAL NOTICE/DISPLAY AD	70887	120031 10/2012 100.00
05/17/2012	80557	ENVIRONMENTAL SYSTEMS RESEARCH	1413	2,693.75
101-3020-422.30-02	04/19/2012	ARCGIS PUBLISHER LICENSE	92480299	120947 10/2012 1,346.87
101-5020-432.30-02	04/19/2012	ARCGIS PUBLISHER LICENSE	92480299	120947 10/2012 1,346.88
05/17/2012	80558	GTC SYSTEMS INC	1910	390.00
503-1923-419.20-06	04/18/2012	CNSLTNG SVCS 4/02 & 4/11	33280	120952 10/2012 390.00
05/17/2012	80559	HANSON AGGREGATES INC.	48	1,497.41
101-5010-431.30-02	04/25/2012	844/856 9TH ST-CONCRETE	515929	120049 10/2012 1,497.41

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05/17/2012	80560	OFFICE DEPOT, INC	1262	1,525.23
101-5020-432.30-01	04/11/2012	CLOCK/MISC SUPPLIES	605034140001	120001 10/2012 58.81
502-1922-419.30-02	04/26/2012	ERGONOMIC KEYBOARD	606829904001	120001 10/2012 38.74
101-1010-411.29-04	04/26/2012	FILE FOLDERS/LABELS/SODA	606830062001	120001 10/2012 37.14
101-1020-411.21-06	04/26/2012	FILE FOLDERS/LABELS/SODA	606830062001	120001 10/2012 105.68
101-1110-412.30-01	04/26/2012	FILE FOLDERS/LABELS/SODA	606830062001	120001 10/2012 12.30
101-3030-423.30-02	04/17/2012	STORAGE UNITS-SANDUSKY	600588085001	120001 10/2012 1,049.22
101-5020-432.30-01	04/24/2012	HIGHLIGHTERS/MARKERS/TISS	606450425001	120001 10/2012 54.27
101-5020-432.30-01	05/03/2012	SORTER/LABELS/CLIPS	607720686001	120001 11/2012 36.32
101-3020-422.30-01	04/30/2012	OFFICE SUPPLIES-MISC	607044970001	120001 10/2012 132.75
05/17/2012	80561	OPTIMIST CLUB OF I.B.	1076	75.00
101-0000-325.73-06	12/08/2011	REFUND SPECIAL EVENT FEE	3734	11/2012 75.00
05/17/2012	80562	PARS	2425	400.00
101-1920-419.20-06	05/07/2012	MAR 2012	22907	120805 11/2012 80.00
101-3020-422.20-06	05/07/2012	MAR 2012	22907	120805 11/2012 80.00
101-3030-423.20-06	05/07/2012	MAR 2012	22907	120805 11/2012 80.00
101-6010-451.20-06	05/07/2012	MAR 2012	22907	120805 11/2012 80.00
101-6040-454.20-06	05/07/2012	MAR 2012	22907	120805 11/2012 80.00
05/17/2012	80563	PMI	23	622.52
601-5060-436.30-02	04/24/2012	DIAMOND GRIP GLOVES	0350064	120024 10/2012 622.52
05/17/2012	80564	PREFERRED BENEFIT INS ADMIN IN	37	2,050.90
101-0000-209.01-12	04/26/2012	PR PA PE 04/19/2012	20120426	10/2012 1,081.46
101-0000-209.01-12	05/10/2012	PE 05/03/2012 PR AP	20120510	11/2012 1,025.30
101-0000-209.01-12	05/01/2012	MAY 2012 - DENTAL	EIA5387	11/2012 55.86-
05/17/2012	80565	PRUDENTIAL OVERALL SUPPLY	72	428.24
101-5020-432.25-03	04/18/2012	04/18/12 PW UNIFORMS	30254349	120092 10/2012 146.78
101-5020-432.25-03	04/25/2012	04/25/12 PW UNIFORMS	30255877	120092 10/2012 136.68
101-5020-432.25-03	05/02/2012	05/02/12 PW UNIFORMS	30257374	120092 11/2012 144.78
05/17/2012	80566	RICOH USA, INC.	2392	1,930.89
101-1110-412.28-01	05/04/2012	MAY 2012	8692770	120374 11/2012 275.79
101-1210-413.28-01	05/04/2012	MAY 2012	8692770	120374 11/2012 275.85
101-1230-413.28-01	05/04/2012	MAY 2012	8692770	120374 11/2012 275.85
101-3020-422.28-01	05/04/2012	MAY 2012	8692770	120374 11/2012 275.85
101-3030-423.28-01	05/04/2012	MAY 2012	8692770	120374 11/2012 275.85
101-5020-432.28-01	05/04/2012	MAY 2012	8692770	120374 11/2012 275.85
101-6010-451.28-01	05/04/2012	MAY 2012	8692770	120374 11/2012 275.85
05/17/2012	80567	SAN DIEGO GAS & ELECTRIC	1399	14,810.28
101-3020-422.27-01	05/08/2012	1008 786 9371 03/29-04/30	05-24-2012	10/2012 55.67
101-1910-419.27-01	05/08/2012	1008 786 9371 03/29-04/30	05-24-2012	10/2012 159.26
101-5010-431.27-01	05/08/2012	1008 860 4389 03/27-04/26	05-24-2012	10/2012 275.58
101-3020-422.27-01	05/08/2012	1980 769 7764 03/29-04/30	05-24-2012	10/2012 2,061.18
601-5060-436.27-01	05/08/2012	5263 521 9238 03/27-04/26	05-24-2012	10/2012 10.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
101-6020-452.27-01	05/08/2012	5649 771 4749 03/30-05/01	05-24-2012	10/2012 10.01
101-5010-431.27-01	05/08/2012	5649 771 4749 03/31-05/01	05-24-2012	10/2012 4,930.82
101-5010-431.27-01	05/08/2012	8507 517 8464 03/30-05/01	05-24-2012	10/2012 96.41
601-5060-436.27-01	05/08/2012	8507 517 8464 03/30-05/01	05-24-2012	10/2012 71.78
101-6020-452.27-01	05/08/2012	8507 517 8464 03/30-04/30	05-24-2012	10/2012 795.22
601-5060-436.27-01	05/08/2012	8541 770 1270 03/30-04/30	05-24-2012	10/2012 3,940.32
101-5020-432.27-01	05/08/2012	9169 299 2261 03/27-04/26	05-24-2012	10/2012 831.11
101-5010-431.27-01	05/08/2012	1067 857 7755 -APR 2012	05-24-2012	10/2012 1,572.92
05/17/2012	80568	SPARKLETTS 2341		49.42
101-1210-413.30-01	05/05/2012	APR/MAY 2012 DELIVERY	10552239 050512	120127 11/2012 49.42
05/17/2012	80569	STANDARD ELECTRONICS 504		298.31
101-1910-419.20-23	05/02/2012	04/26/12 BATTERY & LABOR	16811	120080 11/2012 208.31
101-1910-419.20-23	05/04/2012	APR-JUN 2012 MONITORING	16847	120080 11/2012 90.00
05/17/2012	80570	TINA BARCLAY 1803		5,000.00
101-0000-221.01-05	05/11/2012	REFUND SECURITY DEPOSIT	MF 718	11/2012 5,000.00
05/17/2012	80571	URBAN SYSTEMS ASSOCIATES, INC. 2403		2,040.00
402-5000-532.20-06	04/20/2012	02/06/2012-9TH/PALM	1464	120481 10/2012 2,040.00
05/17/2012	80572	VISION PLAN OF AMERICA 785		209.03
101-0000-209.01-18	04/26/2012	PR PA PE 04/19/2012	20120426	10/2012 99.59
101-0000-209.01-18	05/10/2012	PE 05/03/2012 PR AP	20120510	11/2012 99.59
101-1920-419.29-04	05/01/2012	JUN 2012 - VISION	05-01-2012	11/2012 9.85
05/17/2012	80573	WESTON SOLUTIONS INC. 2016		102,194.28
101-5050-535.20-06	02/21/2012	TJ RIVER QUALITY STUDY	FEB2012-02753	011171 08/2012 102,194.28
05/25/2012	80574	AECOM TECHNICAL SERVICES, INC. 2109		24,479.58
402-5000-532.20-06	05/01/2012	02/25-04/27/2012	37232717	120116 11/2012 24,479.58
05/25/2012	80575	AFLAC 120		980.58
101-0000-209.01-13	05/10/2012	PE 05/03/2012 PR AP	20120510	11/2012 490.29
101-0000-209.01-13	05/24/2012	PR AP PE 05/17/2012	20120524	11/2012 490.29
05/25/2012	80576	AT&T TELECONFERENCE SERVICES 1827		377.42
101-1110-412.30-02	05/01/2012	APR 2012 TELECONFERENCE	05-01-2012	120487 11/2012 377.42
05/25/2012	80577	BJ'S RENTALS, INC. 1591		14.37
101-1910-419.30-02	05/18/2012	CARPET ROLLER	408978	F12088 11/2012 14.37
05/25/2012	80578	CALIFORNIA AMERICAN WATER 612		9,113.86
601-5060-436.27-02	05/10/2012	05-0101092-0 03/07-05/07	05-29-2012	10/2012 14.47
101-5020-432.27-02	05/10/2012	05-0102217-2 03/07-05/07	05-29-2012	10/2012 146.99
101-6020-452.27-02	05/10/2012	05-0102503-5 03/07-05/07	05-29-2012	10/2012 385.76
101-6020-452.27-02	05/10/2012	05-0102504-3 03/07-05/07	05-29-2012	10/2012 14.47
101-5010-431.27-02	05/10/2012	05-0102729-6 03/07-05/07	05-29-2012	10/2012 489.02
101-6020-452.27-02	05/11/2012	05-0106225-1 03/08-05/08	05-30-2012	10/2012 121.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
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101-6020-452.27-02	05/11/2012	05-0106337-4	03/08-05/08	05-30-2012 10/2012 14.47
101-6020-452.27-02	05/14/2012	05-0109756-2	03/12-05/09	06-04-2012 10/2012 531.39
405-1260-413.27-02	05/21/2012	05-0546597-1	03/16-05/16	06-11-2012 10/2012 27.32
215-6026-452.27-02	05/07/2012	05-0402959-6	03/06-05/02	05-29-2012 10/2012 54.65
101-5010-431.27-02	05/15/2012	05-0110529-0	03/13-05/10	06-04-2012 11/2012 25.12
101-6020-452.27-02	05/15/2012	05-0111454-0	03/13-05/10	06-04-2012 11/2012 14.47
101-1910-419.27-02	05/15/2012	05-0111478-9	03/13-05/10	06-04-2012 11/2012 112.30
101-6020-452.27-02	05/15/2012	05-0111479-7	03/13-05/10	06-04-2012 11/2012 2,952.16
101-5010-431.27-02	05/15/2012	05-0111480-5	03/13-05/10	06-04-2012 11/2012 556.24
101-5020-432.27-02	05/17/2012	05-0424056-5	03/14-05/14	06-05-2012 11/2012 67.00
101-6020-452.27-02	05/17/2012	05-0477133-8	03/14-05/14	06-05-2012 11/2012 804.01
101-6020-452.27-02	05/18/2012	05-0114612-0	03/15-05/15	06-06-2012 10/2012 10.91
101-5010-431.27-02	05/17/2012	05-0114717-7	03/14-05/14	06-05-2012 10/2012 10.91
101-5010-431.27-02	05/17/2012	05-0115202-9	03/14-05/14	06-05-2012 10/2012 10.91
101-6020-452.27-02	05/17/2012	05-0115205-2	03/14-05/14	06-05-2012 10/2012 1,794.37
101-1910-419.27-02	05/17/2012	05-0115206-0	03/14-05/14	06-05-2012 10/2012 439.03
101-1910-419.27-02	05/17/2012	05-0115208-6	03/14-05/14	06-05-2012 10/2012 162.02
101-1910-419.27-02	05/17/2012	05-0115210-2	03/14-05/14	06-05-2012 10/2012 34.42
101-3020-422.27-02	05/17/2012	05-0115211-0	03/14-05/14	06-05-2012 10/2012 193.98
101-5010-431.27-02	05/17/2012	05-0115214-4	03/14-05/14	06-05-2012 10/2012 14.47
601-5060-436.27-02	05/17/2012	05-0115249-0	03/14-05/14	06-05-2012 10/2012 10.91
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101-6020-452.27-02	05/18/2012	05-0117419-7	03/15-05/15	06-06-2012 10/2012 10.91
05/25/2012	80579	CHRISTOPHER SEFCIK	2442	318.40
101-3030-423.28-04	05/06/2012	REIMBURSE PADI PIC CARD	455252	11/2012 21.52
101-3030-423.28-04	04/19/2012	REIMBURSE DIVER COURSE	215029	11/2012 248.39
101-3030-423.28-04	05/10/2012	REIMBURSE GEAR RENTAL	455778	11/2012 48.49
05/25/2012	80580	COLONIAL LIFE & ACCIDENT	941	266.88
101-0000-209.01-13	05/10/2012	PE 05/03/2012 PR AP	20120510	11/2012 133.44
101-0000-209.01-13	05/24/2012	PR AP PE 05/17/2012	20120524	11/2012 133.44
05/25/2012	80581	COUNTY OF SAN DIEGO	1055	2,808.50
101-3010-421.21-04	05/16/2012	APR 2012 PARKING PENALTY	04/12	11/2012 2,808.50
05/25/2012	80582	COUNTY OF SAN DIEGO RCS	1065	3,412.00
101-3010-421.21-25	05/01/2012	APR 2012	12CTFIBN10	120368 11/2012 2,325.50
101-3020-422.21-25	05/01/2012	APR 2012	12CTFIBN10	120368 11/2012 53.00
101-3030-423.20-06	05/01/2012	APR 2012	12CTFIBN10	120368 11/2012 1,033.50
05/25/2012	80583	COX COMMUNICATIONS	1073	140.74
101-6010-451.29-04	05/14/2012	05/13-06/12 3110015531401	06-03-2012	120188 11/2012 140.74
05/25/2012	80584	CYNTHIA TITGEN	2340	1,100.00
101-1130-412.20-06	05/19/2012	04/27/12-05/18/12	05-19-2012	120101 11/2012 1,100.00

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05/25/2012	80585	DEPARTMENT OF JUSTICE	1155				98.00
101-1130-412.21-04	05/04/2012	APR 2012 FINGERPRINT APPS	907389	120112	11/2012		98.00
05/25/2012	80586	DKC ASSOCIATES, INC.	2187				400.00
101-1110-412.20-06	05/17/2012	05/04/12-05/18/12	249	120117	11/2012		136.00
405-1260-413.20-06	05/17/2012	05/04/12-05/18/12	249	120117	11/2012		132.00
502-1922-419.20-06	05/17/2012	05/04/12-05/18/12	249	120117	11/2012		132.00
05/25/2012	80587	DRUG TESTING NETWORK INC	1195				259.95
101-1130-412.20-06	05/01/2012	04/12/12 DMV DRUG SCREEN	60425	120113	11/2012		59.95
101-1130-412.20-06	12/02/2011	DEC 2011 ANNUAL ADMIN FEE	58578	120113	06/2012		200.00
05/25/2012	80588	HEALTH AND HUMAN RESOURCE CENT	90				388.44
101-1130-412.20-06	04/02/2012	MAY 2012	65380	120097	10/2012		388.44
05/25/2012	80589	I B FIREFIGHTERS ASSOCIATION	214				300.00
101-0000-209.01-08	05/24/2012	PR AP PE 05/17/2012	20120524		11/2012		300.00
05/25/2012	80590	ICMA RETIREMENT TRUST 457	242				6,896.13
101-0000-209.01-10	05/24/2012	PR AP PE 05/17/2012	20120524		11/2012		6,896.13
05/25/2012	80591	JASON BELL	1432				600.00
101-1920-419.29-01	05/10/2012	TUTION REIMBURSEMENT	2012	120637	11/2012		600.00
05/25/2012	80592	JESSOP & SON LANDSCAPING	479				3,052.83
101-6010-451.21-04	05/22/2012	MAY 2012	923358	120228	11/2012		3,052.83
05/25/2012	80593	KANE, BALLMER & BERKMAN	1828				31,846.87
101-5000-532.20-06	05/07/2012	APR 2012-9TH/PALM-DDA	17969	120965	11/2012		1,018.04
216-5000-532.20-06	05/07/2012	APR 2012-AMERICAN LEGION	17970	120965	11/2012		16,957.50
216-1240-413.20-01	05/07/2012	APR 2012-GENERAL HOUSING	17971	120965	11/2012		1,312.50
217-5000-532.20-06	05/07/2012	APR 2012-HABITAT AHA	17972	120965	11/2012		110.00
405-1260-413.20-06	05/07/2012	APR 2012-SUCCESSOR AGENCY	17973	120965	11/2012		10,907.50
405-1260-413.20-06	05/07/2012	APR 2012 RDA ISSUES	17992	121021	11/2012		1,541.33
05/25/2012	80594	KEYSER MARSTON ASSOC INC	620				283.56
217-5000-532.20-06	05/07/2012	APR 2012-10TH&DONAX-AM LE	0025096	121022	11/2012		283.56
05/25/2012	80595	KOA CORPORATION	611				740.00
101-5010-431.20-06	03/31/2012	02/27-03/31/12 AS NEEDED	JB14106X2	121029	09/2012		740.00
05/25/2012	80596	MCDUGAL LOVE ECKIS &	962				32,337.04
101-1220-413.20-01	04/30/2012	APRIL 2012	04-30-2012		10/2012		552.37
101-1220-413.21-04	04/30/2012	APRIL 2012	04-30-2012		10/2012		10,218.24
101-1220-413.20-01	04/30/2012	APRIL 2012	04-30-2012		10/2012		185.00
101-1220-413.20-01	04/30/2012	APRIL 2012	04-30-2012		10/2012		3,162.81
101-1220-413.20-01	04/30/2012	APRIL 2012	04-30-2012		10/2012		216.75
101-1220-413.20-01	04/30/2012	APRIL 2012	04-30-2012		10/2012		231.20
405-1260-413.20-01	04/30/2012	APRIL 2012	04-30-2012		10/2012		2,463.42

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101-1220-413.21-04	04/30/2012	APRIL 2012	04-30-2012	10/2012 1,365.24
101-1220-413.20-01	04/30/2012	APRIL 2012	04-30-2012	10/2012 867.00
101-1220-413.21-04	04/30/2012	APRIL 2012	04-30-2012	10/2012 4,522.88
101-1220-413.20-02	04/30/2012	APR 2012 RETAINER	04-30-2012	120240 10/2012 8,227.00
05/25/2012 80597	NASLAND ENGINEERING	1656		7,243.36
405-1260-513.20-06	04/30/2012	APR 2012 DATE ST END	91890	090544 10/2012 584.66
402-5000-532.20-06	04/30/2012	APR 2012 IB ST IMPRVMTS	91889	071139 10/2012 6,658.70
05/25/2012 80598	OFFICE DEPOT, INC	1262		1,037.05
101-1110-412.30-01	05/05/2012	CORTEZ,E-BUSINESS CARDS	607552481001	120001 11/2012 36.82
101-1210-413.30-01	05/08/2012	INK CARTRIDGE/FOLDERS/LAB	609119072001	120001 11/2012 239.44
101-1020-411.30-01	05/02/2012	OFFICE SUPPLIES	607538361001	120001 11/2012 34.86
101-5020-432.30-01	05/05/2012	WINDOW ENVELOPES	607720755001	120001 11/2012 99.69
101-1020-411.30-01	05/08/2012	STAMP	607537392001	120001 11/2012 19.38
101-5020-432.30-01	05/08/2012	TAPE/PAPER	609147325001	120001 11/2012 64.25
101-5020-432.30-01	05/08/2012	RTND TAPE	609315860001	120001 11/2012 18.41-
101-1110-412.30-01	04/25/2012	BROWN,G-BUSINESS CARDS	606007910001	120001 10/2012 36.82
502-1922-419.30-02	03/14/2012	ERGONOMIC CHAIR/GALVIZ,S	600291181001	120001 09/2012 524.20
05/25/2012 80599	OFFICETEAM	1266		4,993.28
101-1110-412.21-01	05/02/2012	VEA,E W/E 04/27/12	35449048	121026 11/2012 1,114.00
101-1110-412.21-01	05/07/2012	VEA,E W/E 05/04/12	35471748	121026 11/2012 1,155.78
101-1130-412.21-01	05/07/2012	ARMENDARIZ,E W/E 05/04/12	35460100	121025 11/2012 832.00
101-1020-411.21-01	05/15/2012	ARMENDARIZ,E W/E 05/11/12	3534713	121025 11/2012 520.00
101-1130-412.21-01	05/15/2012	ARMENDARIZ,E W/E 05/11/12	3534713	121025 11/2012 520.00
101-1130-412.21-01	04/25/2012	ARMENDARIZ,E W/E 04/20/12	35403087	121025 10/2012 851.50
05/25/2012 80600	PBC COMMERCIAL INC	2		30.00
101-0000-321.72-10	05/22/2012	OL REFUNDS	0010555	11/2012 30.00
05/25/2012 80601	PRINCIPAL FINANCIAL GROUP	2414		3,723.89
101-0000-209.01-14	05/10/2012	PE 05/03/2012 PR AP	20120510	11/2012 587.32
101-0000-209.01-16	05/10/2012	PE 05/03/2012 PR AP	20120510	11/2012 553.26
101-0000-209.01-21	05/10/2012	PE 05/03/2012 PR AP	20120510	11/2012 728.73
101-0000-209.01-14	05/24/2012	PR AP PE 05/17/2012	20120524	11/2012 580.74
101-0000-209.01-16	05/24/2012	PR AP PE 05/17/2012	20120524	11/2012 553.26
101-0000-209.01-21	05/24/2012	PR AP PE 05/17/2012	20120524	11/2012 720.56
101-0000-209.01-16	05/25/2012	MAY 2012 -LTD, STD, LIFE,	06-01-2012	11/2012 .02
05/25/2012 80602	PRINCIPAL FINANCIAL GROUP	2428		1,546.40
101-0000-209.01-13	04/26/2012	PR PA PE 04/19/2012	20120426	10/2012 780.08
101-0000-209.01-13	05/10/2012	PE 05/03/2012 PR AP	20120510	11/2012 775.70
101-0000-209.01-13	05/24/2012	PR AP PE 05/17/2012	20120524	11/2012 775.70
101-0000-209.01-13	04/14/2012	MAY 2012 - VOL LIFE INS	05-01-2012	11/2012 785.08-
05/25/2012 80603	RECLAIMED AGGREGATES, INC.	2137		100.00
101-5010-431.29-04	04/22/2012	2 TRUCKS TO RECYCLE	13689	120048 10/2012 100.00
05/25/2012 80604	REEL CONNECTION	2		53.00
101-0000-321.72-10	05/14/2012	OL REFUNDS	0000248	11/2012 53.00

FROM 05/11/2012 TO 05/26/2012

BANK CODE 00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
05/25/2012	80605	RIVERA, JUDITH	2	20.00
101-0000-321.72-10	05/22/2012	OL REFUNDS	0006469	11/2012 20.00
05/25/2012	80606	ROBERT HALF TECHNOLOGY	1826	216.00
503-1923-419.20-06	05/09/2012	ROMO,S W/E 05/04/2012	35492625	121027 11/2012 216.00
05/25/2012	80607	SASE COMPANY, INC	327	1,481.00
101-5010-431.28-01	05/01/2012	CUTTER SET/4 SHAFT DRUM	INV106325	120953 11/2012 1,481.00
05/25/2012	80608	SEIU LOCAL 221	1821	1,420.61
101-0000-209.01-08	05/24/2012	PR AP PE 05/17/2012	20120524	11/2012 1,420.61
05/25/2012	80609	SKS INC.	412	10,073.89
501-1921-419.28-15	05/10/2012	1017.2 G REG FUEL	1247995-IN	120058 11/2012 4,177.81
501-1921-419.28-15	05/17/2012	407 G DEISEL/1100 G REGUL	1248148-IN	120058 11/2012 5,896.08
05/25/2012	80610	TRAN CONSULTING ENGINEERS	2033	32,551.00
601-5060-536.20-06	05/08/2012	THRU 05/08/12-PS1B ODOR C	7317	120808 11/2012 10,216.00
601-5060-536.20-06	05/22/2012	MAIN LINE/MANHOLE REPAIRS	7318	120566 11/2012 22,335.00
05/25/2012	80611	UNION BANK PARS-#6746022400	2400	1,929.02
101-0000-209.01-20	05/24/2012	PR AP PE 05/17/2012	20120524	11/2012 1,929.02
05/25/2012	80612	VERIZON WIRELESS	2317	1,458.59
101-5020-432.27-05	05/08/2012	04/09/2012-05/08/2012	1082072118	11/2012 618.86
101-3040-424.27-05	05/08/2012	04/09/2012-05/08/2012	1082072118	11/2012 54.11
101-3020-422.27-05	05/08/2012	04/09/2012-05/08/2012	1082072118	11/2012 155.20
101-3030-423.27-05	05/08/2012	04/09/2012-05/08/2012	1082072118	11/2012 275.01
101-3070-427.27-05	05/08/2012	04/09/2012-05/08/2012	1082072118	11/2012 91.68
101-1230-413.27-05	05/08/2012	04/09/2012-05/08/2012	1082072118	11/2012 114.13
503-1923-419.27-05	05/08/2012	04/09/2012-05/08/2012	1082072118	11/2012 139.91
503-1923-419.27-05	05/08/2012	04/09/2012-05/08/2012	1082072118	11/2012 9.69
05/25/2012	80613	VICTORIA DEMPSEY	2	35.00
101-0000-344.77-01	05/17/2012	REFUND PERMIT FEE-CANCEL	6847	11/2012 35.00
05/25/2012	80614	WAGE WORKS INC.	2210	113.00
101-1920-419.21-04	05/18/2012	MAY 2012	125AI0187553	120126 11/2012 113.00
05/25/2012	80615	WAXIE SANITARY SUPPLY	802	948.26
101-6040-454.30-02	05/11/2012	JANITORIAL SUPPLIES	73279345	120025 11/2012 792.62
101-6040-454.30-02	05/11/2012	JANITORIAL SUPPLIES	73279345	120025 11/2012 155.64
05/25/2012	80616	WEST GROUP CTR	826	124.44
101-1020-411.28-14	05/01/2012	APR 2012	824873417	120204 11/2012 124.44

DATE RANGE TOTAL * 1,104,772.32 *



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: May 16, 2012

ORIGINATING DEPT.: PUBLIC SAFETY

SUBJECT: ADOPTION OF RESOLUTION 2012-7200 AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENTS TO THE AGREEMENTS BETWEEN THE CITY OF IMPERIAL BEACH AND THE SAN DIEGO UNIFIED PORT DISTRICT FOR PUBLIC SAFETY AND TIDELANDS MAINTENANCE SERVICES

BACKGROUND:

The City of Imperial Beach and the San Diego Unified Port District are in the final year of five year agreements for the provision of Public Safety and Tidelands maintenance services in designated Port areas within the City of Imperial Beach. These include Sheriff, Fire, Emergency Medical, Lifeguard and Animal Control services in the area of Public Safety, and maintenance, landscaping, streets and facilities services related to Tidelands maintenance.

DISCUSSION:

Negotiations between the Port District and the City have commenced, but will not be complete prior to the end of the current agreements. The Port District anticipates that negotiations and the associated approvals from their board should be concluded by September, and are therefore requesting a three-month extension of the contracts, ending September 30, 2011. This is expected to provide enough time for the parties to execute the respective agreements. The agreement is essentially:

- To engage an extension as allowed in Section 2 of the existing agreement for three months
- To include language that makes the new agreements once executed, to apply retroactively to the extension period
- To continue in full force all other terms, covenants and conditions of the original agreements for the duration of the extension.

FISCAL IMPACT:

The fiscal impact will be neutral with the Port paying for the three month extension. Then there may be either positive or negative fiscal impacts related to the final negotiated contract, depending on the terms of the agreement, including for the period of the extension, based on the retroactive language.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2012-7200 authorizing the City Manager to sign the extension as presented by the San Diego Unified Port District.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

 FOR

Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7200
2. Amendment No. 2 to Agreement Between San Diego Port District and City of Imperial Beach for Police, Fire, Emergency Medical, Lifeguard and Animal Control Services
3. Amendment No. 2 to Agreement Between San Diego Unified Port District and City of Imperial Beach for Tidelands Maintenance Services
4. Agreement Between San Diego Port District and City of Imperial Beach for Police, Fire, Emergency Medical, Lifeguard and Animal Control Services
5. Amendment No. 1 to Agreement Between San Diego Port District and City of Imperial Beach for Police, Fire, Emergency Medical, Lifeguard and Animal Control Services
6. Agreement Between San Diego Unified Port District and City of Imperial Beach for Tidelands Maintenance Services
7. Amendment No. 1 to Agreement Between San Diego Unified Port District and City of Imperial Beach for Tidelands Maintenance Services

RESOLUTION NO. 2012-7200**A RESOLUTION OF THE CITY COUNCIL OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENTS TO THE AGREEMENTS BETWEEN THE CITY OF IMPERIAL BEACH AND THE SAN DIEGO UNIFIED PORT DISTRICT FOR PUBLIC SAFETY AND TIDELANDS MAINTENANCE SERVICES**

The City Council of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, the City of Imperial Beach and the San Diego Unified Port District are in the final year of three year agreements for the provision of Public Safety and Tidelands Maintenance Services; and

WHEREAS, the parties are currently in negotiations for a new contract for said services; and

WHEREAS, the negotiations are ongoing and will not be completed prior to the end of the existing contract; and

WHEREAS, both parties are interested in extending the current agreement to allow time to complete the negotiations of the new contract, and;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to sign the Amendment 2 to the Agreement Between the San Diego Port District and the City of Imperial Beach for Police, Fire, Emergency Medical, Lifeguard and Animal Control Services, and to sign Amendment 2 to the Agreement Between the San Diego Port District and the City of Imperial Beach for Tidelands Maintenance Services, each extending the existing agreements through September 20, 2012.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th of May 2012, by the following roll call vote:

AYES:	COUNCILMEMBERS:	BILBRAY, KING, BRAGG, SPRIGGS, JANNEY
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CITY OF IMPERIAL BEACH
for
POLICE, FIRE, EMERGENCY MEDICAL, LIFEGUARD AND
ANIMAL CONTROL SERVICES
AGREEMENT NO. 01-2009**

The parties to this Amendment No. 2 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and the CITY OF IMPERIAL BEACH, a municipal corporation (City).

Recitals:

District and City are parties to an Agreement for Police, Fire, Emergency Medical, Lifeguard and Animal Control Services. The Agreement is on file in the office of the District Clerk as Document No. 55351, dated July 9, 2009, as amended by Amendment No.1, Document No. 56834, dated September 13, 2010.

The Parties Agree:

1. As allowed in Section 2, Term of Agreement, this Agreement is extended for an additional three months. Therefore, the Agreement shall cover services rendered from July 1, 2009 to September 30, 2012.
2. As provided in Section 2, Term of Agreement, upon completion of negotiations, Board of Port Commissioners approval, and execution of the documents, the new Agreement will take effect and the extension of the existing agreement will end on the date of the new agreement. The Agreement amount for this extended period will be adjusted based on the final negotiated price for the new Agreement.

* *END OF PAGE* *

3. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

CITY OF IMPERIAL BEACH

SAN DIEGO UNIFIED PORT DISTRICT

Gary Brown
City Manager

Karen Porteous
Executive Vice President

CITY ATTORNEY

PORT ATTORNEY

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CITY OF IMPERIAL BEACH
for
TIDELANDS MAINTENANCE SERVICES
AGREEMENT NO. 33-2009**

The parties to this Amendment No. 2 to Agreement No.33-2009 are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and the CITY OF IMPERIAL BEACH (City).

Recitals:

District and City are parties to an agreement for Tidelands Maintenance Services. The agreement is on file in the office of the District Clerk as Document No. 55592, dated September 30, 2009, as amended by Amendment No. 1, Document No. 56855, dated September 20, 2010. It is now proposed to extend the term of the agreement.

The Parties Agree:

1. As allowed in Section 2, Term of Agreement, this Agreement is extended for an additional three months. Therefore, the Agreement shall cover services rendered from October 1, 2009 to September 30, 2012.

2. As provided in Section 2, Term of Agreement, upon completion of negotiations, Board of Port Commissioners approval, and execution of the documents, the new Agreement will take effect and the extension of the existing agreement will end on the date of the new agreement. The Agreement amount for this extended period will be adjusted based on the final negotiated price for the new Agreement.

3. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT

CITY OF IMPERIAL BEACH

Karen Porteous
Executive Vice President

Gary Brown
City Manager

PORT ATTORNEY

CITY ATTORNEY

San Diego Unified Port District

Document No. **55351**Filed **JUL 09 2009**

Office of the District Clerk

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CITY OF IMPERIAL BEACH
for
POLICE, FIRE, EMERGENCY MEDICAL, LIFEGUARD AND
ANIMAL CONTROL SERVICES
AGREEMENT NO. 01-2009**

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 whose territorial limits are adjacent to or contiguous to those of the District for police, fire and other services, and;

WHEREAS, the District and the City desire to execute an agreement for police, fire, emergency medical, lifeguard and animal control services on non-ad valorem tideland trust property located in the City, and;

WHEREAS, the City has the capacity to provide police, fire, emergency medical, lifeguard and animal control services to said District property;

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

1. SCOPE OF SERVICES

- A. This agreement covers reimbursement of the cost of police, fire, EMS, lifeguard and animal control services to be provided by the City upon the District's tidelands and property within the City's limits, which do not generate ad valorem tax revenues, as depicted in Exhibit A, Non Tax

Paying Tidelands in the City of Imperial Beach, incorporated by reference as though fully set forth herein. Those properties include, but are not limited to, non-dedicated streets, parks and other open space, unleased developed properties, leased properties wherein the lessee is not subject to ad valorem taxes (with the exception of properties leased to the City), and unleased vacant land. Nothing herein contained shall give the City the right to use or occupy any District real or personal property, or to otherwise use the services of the District or its employees.

City shall provide police, fire, emergency medical, lifeguard and animal control services as contained in the Statement of Reimbursable Expenses of this agreement, attached hereto as Exhibit B and incorporated by reference as though fully set forth herein. Only expenditures authorized herein shall be eligible for reimbursement, unless approved in writing by the District.

- A.1. For Police Services, the City shall provide services to the same extent and in the same manner as such member city actually provides or may be required by law to provide to an ad valorem tax-generating property. District and City shall, to the extent practicable, meet and confer as needed to discuss deployment of resources cooperatively in an effort to avoid duplication of services.
- A.2. For Fire and Emergency Medical Services, the City shall provide, to the same extent and in the same manner as such member city actually provides or may be required by law to provide to an ad valorem tax-generating property, responses to all calls for fire suppression services by the fire department; and responses to all calls for emergency medical services, to such extent as the county, state, or federal government requires the City to provide.

B. For Lifeguard Services, the City shall provide, to the same extent and in the same manner as such member city actually provides or may be required by law to provide to an ad valorem tax-generating property, City shall provide personnel, supervision, equipment, necessary materials and storage facilities to provide beach lifeguard services on District property in the City, as provided for in the terms and exhibit of this agreement. City shall provide the District with access to District property, including but not limited to, the Pier and beach tidelands areas.

B.1. Use of the Equipment Items: The equipment items, listed in Exhibit E, Lifeguard Services - Port Owned Equipment List, incorporated by reference as though fully set forth herein, shall be used only and exclusively by City to accomplish its obligations under this agreement. At any time the City no longer provides lifeguard services to District; or at the end of useful life or for any other reason when no longer required; or upon written demand by the District, City shall immediately transfer possession of equipment items covered by this agreement to District at no cost to the District.

B.2. Maintenance and Repair of District-owned Equipment: City shall be responsible for the maintenance and repair of District-owned equipment as listed in Exhibit D, Lifeguard Services – Port Owned Equipment List. Maintenance and repairs, not covered by warranty or caused by misuse, shall be performed in accordance with the manufacturer's specifications and good maintenance practices.

C. For Animal Control Services, the City shall provide, to the same extent and in the same manner as such member city actually provides or may be required by law to provide to an ad valorem tax-generating property, services to enforce animal regulation laws for incidents occurring on District property. Animal control services shall consist solely of

enforcement of animal regulation laws for incidents occurring on District property, and for no other purpose whatsoever. District property may include beach areas, the pier and pier plaza, parks, non-dedicated streets, unleased developed property, and unsubmerged property not subject to ad valorem taxes.

D. The activities and services authorized for reimbursement shall only be those which have occurred, and been rendered on or after July 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 for fiscal years July 1, 2009 through June 30, 2012. 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 up to 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 retroactive to July 1, 2012 or as otherwise agreed.

3. **COMPENSATION:**

A. In consideration of the foregoing performances by the City, the District shall pay the City an amount not to exceed \$2,783,623 for Fiscal Year 2010, \$2,884,427 for Fiscal Year 2011, and \$3,037,284 for Fiscal Year 2012, for a total amount under this Agreement not to exceed \$8,705,334. A summary of the not to exceed amounts by fiscal year and service provided is shown in figure 1, below:

Service	FY 09-10	FY 10-11	FY 11-12	Total FY 09-12
Police Services	1,354,627	1,422,358	1,493,476	4,270,461
Fire and Emergency Medical Services	172,352	174,076	191,483	537,911
Lifeguard Services	1,229,346	1,260,013	1,322,946	3,812,305
Animal Control Services	27,298	27,980	29,379	84,657
TOTAL, All Services	2,783,623	2,884,427	3,037,284	8,705,334

figure 1 – Summary of Expenses

Applicable reimbursable expenses are listed in Exhibit B, Statement of Reimbursable Expenses for Police, Fire, Emergency Medical, and Animal Control Services; and Exhibit C, Statement of Reimbursable Expenses for Lifeguard Services; and Exhibit D, each Exhibit incorporated respectively by reference as though fully set forth herein.

The estimate in consideration for fiscal year 10-11 and 11-12 is recognized as the approximate cost of police, fire, emergency medical, lifeguard and animal control services with the City. If during the contract period the City's staffing level and/or negotiated costs for police, fire, emergency medical, lifeguard or animal control services salaries and benefits change, City shall give District written notice and furnish documentation satisfactory to District to substantiate the changes. Such changes shall be recognized as a basis for increasing or decreasing the remaining consideration due after such changes are approved by the City, and shall be reflected in the next quarterly payment to the City.

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 thirty days of receipt of a properly prepared request for reimbursement. Reimbursement charges shall be in accordance with the applicable Statement of Reimbursable Expenses.

B. 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 their compensation, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred by the District.

4. **RECORDS:** In accordance with generally accepted accounting principles, City shall maintain full and complete documentation of the cost of services performed under this Agreement. Such documentation, if reasonably available, may include, but is not limited to, time cards, contracts, receipts, original invoices, canceled checks, payroll documentation, calls for service records, dispatch records, police and fire budget data, other budget data used to calculate citywide overhead factors, the City's police staffing model, and other periodic logs maintained by police and fire staff. 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 at 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. **COMPLIANCE:** In performance of this Agreement, City 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 applicable federal, state and local law, as well as any applicable District codes and policies in effect now or as may be adopted.
6. **INDEPENDENT ANALYSIS:** City shall provide the services required by this Agreement, 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.
7. **ASSIGNMENT:** City shall not assign this agreement or any right or interest hereunder without express prior written consent of District, nor shall District assign this agreement or any right or interest hereunder without express prior written consent of City.

8. MUTUAL INDEMNIFICATION

- A. City agrees to defend, indemnify and hold the District harmless against and from any and all damages to property or injuries to or death of any person or persons, including employees or agents of the District, and shall defend, indemnify and hold harmless the District, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of the negligent or intentional acts, errors or omissions of the City or any of its officers, agents or employees, unless otherwise agreed to in writing by City and District.
- B. District agrees to defend, indemnify and hold the City harmless against and from any and all damages to property or injuries to or death of any person or persons, including employees or agents of the City, and shall defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of the negligent or intentional acts, errors, or omissions of the District or any of its officers, agents or employees, unless otherwise agreed to in writing by District and City.

9. INSURANCE REQUIREMENTS: City and District shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance or evidence of a self-insured program:

- A. 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.

- 1) The Commercial General Liability policy shall be endorsed to include the other party, it's agents, officers, and employees as additional insured.
- 2) The coverage provided to the other party, as an additional insured, shall be primary.

B. 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.

C. 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.

Certificates of insurance for all the policies described above upon execution of this Agreement and upon renewal of any of these policies shall be provided by City and District to the other party. 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. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance. Each party reserves the right to request certified copies of any required insurance policies with reasonable notice.

10. **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 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.

11. **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.

12. **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.

13. **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.

- 14. 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 at least 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 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.

- 15. 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, subcontractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

16. **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.
17. **CAPTIONS:** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
18. **SIGNATURE:** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by the City Manager or Authorized Designee of the City.
 - 18.1 Submit all correspondence, including invoices, regarding this Agreement, including Insurance Certificates and Endorsements to:

Jeffrey B. McEntee, CFO/Treasurer
Executive Offices
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. (619) 686-6423
Fax: (619) 686-6547
Email: jmcentee@portofsandiego.org

18.2 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 Hall
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Tel. (619) 423-8303
Fax (619) 628-1395

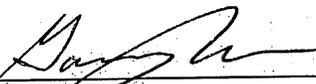
18.3 Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

CITY OF IMPERIAL BEACH



Jeffrey B. McEntee
CFO/Treasurer



Gary Brown
City Manager

PORT ATTORNEY

CITY ATTORNEY



DEPUTY PORT ATTORNEY

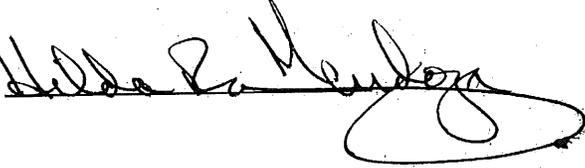


EXHIBIT A
NON TAX PAYING TIDELANDS
IN THE CITY OF IMPERIAL BEACH

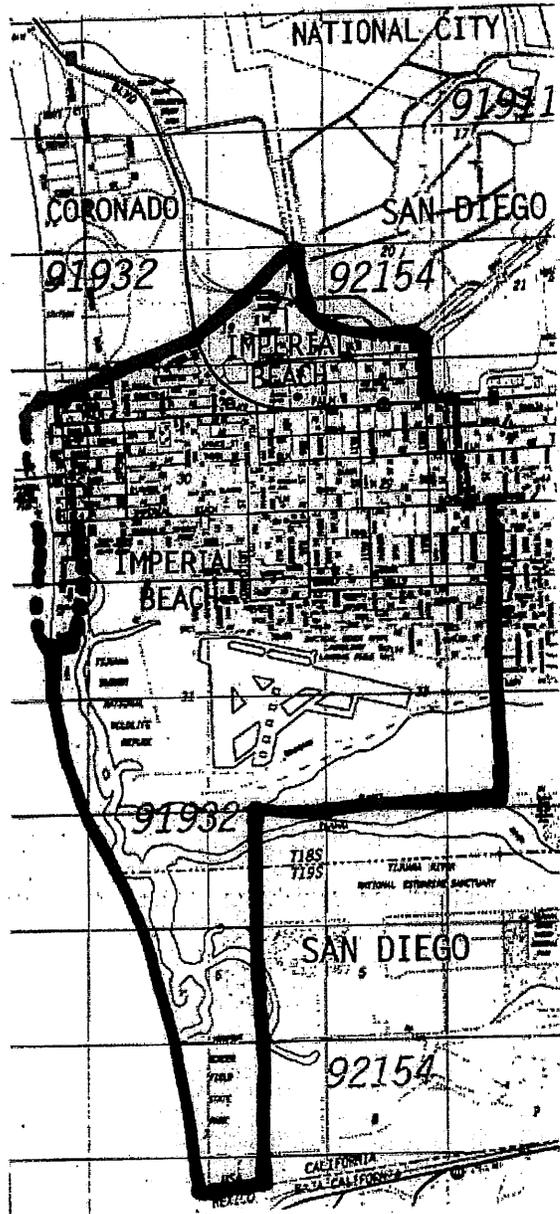
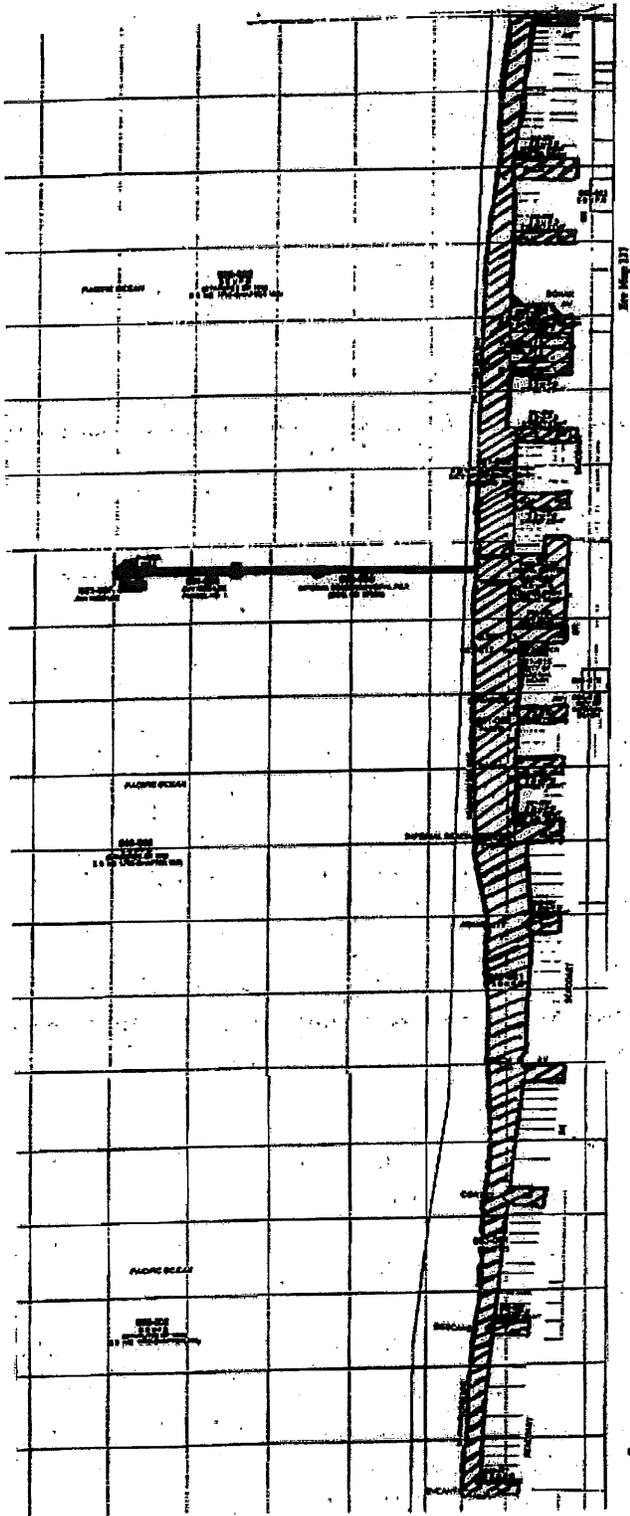


EXHIBIT B
STATEMENT OF REIMBURSABLE EXPENSES
for Police, Fire/EMS, and Animal Control Services

	<u>Sheriff</u>	<u>Fire/EMS</u>	<u>Animal Control</u>
Port Share	21.236%	8.000%	12.700%
FY 09-10 Budget	\$6,378,904	\$2,154,400	\$214,943
Port Share	\$1,354,627	\$172,352	\$27,298
FY 10-11 Budget	\$6,697,850	\$2,175,944	\$220,316
Port Share	\$1,422,358	\$174,076	\$27,980
FY 11-12 Budget	\$7,032,742	\$2,393,538	\$231,332
Port Share	\$1,493,476	\$191,483	\$29,379

EXHIBIT C
STATEMENT OF REIMBURSABLE EXPENSES
City of Imperial Beach
Public Safety Department
Ocean/Beach Safety Division

Three Year Budget Request
Fiscal Years 2010 thru 2012

Budgeted Operating Cost

Description	FY 2009-10	FY 2010-11	FY 2011-12
Salaries Full-Time (4 FT Lifeguard positons)	258,915	265,388	272,023
Salaries Part-Time	421,500	432,038	442,838
Overtime	20,500	21,013	21,538
Salary Sub-total	700,915	718,438	736,399
Auto Allowance	1,500	1,500	1,500
Pers-City Portion	44,000	45,100	77,730
Pers-Employee Portion	23,302	23,885	24,482
Section 125 Cafeteria	45,000	46,125	47,278
Life Insurance	700	718	735
Unemployment Insurance	21,000	21,525	22,063
Worker's Comp Insurance	-	-	-
FICA	53,620	54,960	56,335
Benefits Sub-Total	189,122	193,813	230,123
TOTAL SALARY & BENEFITS	890,037	912,251	966,522
TOTAL CONTRACT SERVICES	20,000	20,500	21,013
Rent-Uniforms	14,000	14,350	14,709
ABC-Admin Svc Charge	123,403	126,488	129,650
ABC-Tech Svc Charge	9,380	9,614	9,855
ABC-Risk Mgmt Svc Charge	23,618	24,209	24,814
ABC-FMP Equip Charge	39,778	40,773	41,792
Utilities-Water	1,695	1,738	1,781
Utilities-Telephone	8,000	8,200	8,405
Utilities-Cell Phones	5,000	5,125	5,253
Maintenance & Repair	12,500	12,813	13,133
Insurance Premium/Deposit	44,638	45,754	46,898
Travel, Training, Meeting	10,000	10,250	10,506
Printing Services	1,000	1,000	1,000
Membership Dues	300	300	300
Other Services & Charges	-	-	-
TOTAL OTHER SERVICES	293,312	300,612	308,095
TOTAL SUPPLIES	26,000	26,650	27,316
SUB-TOTAL	1,229,349	1,260,013	1,322,946
Sub-Total at 2.5% annual increments:	1,229,339	1,260,092	1,291,574
CAPITAL EQUIPMENT	167,000	100,000	58,000
TOTAL BUDGET	1,396,449	1,360,013	1,380,946

EXHIBIT C (continued)

CAPITAL OUTLAY

	Est. Cost
<u>FY 09/10</u>	
Truck, mid-size, 4x4, crew cab and emergency response equipment - 2 replacement	\$70,000
Computers - 2 replacement	\$2,500
Regional Communication System Radios - 4 replacement	\$20,000
Modern Wireless Lifeguard Telecommunication System and 3 year full service maintenance - new	\$74,600
	<u>\$167,100</u>
<u>FY 10/11</u>	
All Terrain Vehicle and emergency response equipment - 3 replacement	\$30,000
Truck, mid-size, 4x4, crew cab and emergency response equipment - 1 replacement	\$35,000
Personal Watercraft and emergency response equipment - 1 replacement	\$15,000
Regional Communication System Portable Radios - 4 replacement	\$20,000
	<u>\$100,000</u>
<u>FY 11/12</u>	
Truck, mid-size, 4x4, crew cab and emergency response equipment - 1 replacement	\$35,000
Regional Communication System Base Radio - 3 replacement	\$15,000
High powered binocular hydrolic platform and tracking system for the Pier dispatch tower and Safety Center tower -2	\$5,500
Computers - 2 replacement	\$2,500
	<u>\$58,000</u>

**IMPERIAL BEACH MUNICIPAL SERVICES AGREEMENT
LIFE GUARD SERVICES
PORT OWNED EQUIPMENT LIST**

EQUIPMENT DESCRIPTION	PORT ID #	ID # or VIN #	License #	FY YEAR ACQUIRED	ACTUAL COST	EST. REPLACE FY YEAR
Vehicle, Truck, 4WD, Nissan Frontier, 2005	N/A	1N6AD07W35C409857	E37686	2005	\$27,535.37	2012
Vehicle, Truck, 4WD, Ford Ranger Edge, 2005	4000646/9013	1FT2R45E1SPA91027	E1211980	2005	\$21,679.01	2010
Vehicle, Truck, 4WD, Ford Ranger Edge, 2005	4000647/9014	1FT2R45E3SPA91028	E1211981	2005	\$21,679.01	2010
Vehicle, Truck, 4WD, Ford Ranger, 2002	4000657/9018	1FT2R45E42PA05303	E1211178	2005	\$19,500.01	Unk
Life Guard Tower #1, Industrial Design, Surveyor Apex	4000919	N/A	N/A	2009	\$40,818.50	Unk
Life Guard Tower #2, Industrial Design, Surveyor Apex	4000920	N/A	N/A	2009	\$40,818.50	Unk
Life Guard Tower #3, Industrial Design, Surveyor Apex	4000921	N/A	N/A	2009	\$40,818.50	Unk
Life Guard Tower #4, Industrial Design, Surveyor Apex	4000922	N/A	N/A	2009	\$40,818.50	Unk
Life Guard Tower #5, Industrial Design, 8x6	N/A	N/A	N/A	2003	Unknown	2024
Life Guard Tower #6, Industrial Design, 8x6	4000656	N/A	N/A	2006	\$16,150.34	2027
Personal Watercraft & Trailer (3-person)	N/A	US-HPSA1658A505	CF0744RC	2005	Unknown	2009
Personal Watercraft & Trailer (3-person)	7890(trailer)	YAMA2888E202	CF4439XC	2002	Unknown	2007
All-Terrain Vehicle #1	N/A	JSAAK45K922100700	07L66	2002	Unknown	2007
All-Terrain Vehicle #2	N/A	JSAAK45KX22100253	07L65	2002	Unknown	2007
All-Terrain Vehicle #3	N/A	JSAAK45K622100704	07L64	2002	Unknown	2007
Radios, 800 Mhz (19: 12 handheld, 4 mobile, 3 base)(1 lost at sea in 2005, one in 2006)	4000303	N/A	N/A	1999	\$33,272.50	2008(4)
Defibrillators (3 rep; 1 new in FY 07)	N/A	11689461; 13456226; 13456212	N/A	2002	Unknown	2008
Computers/Monitors (2); Gateway	N/A	003298112; 0032198113	N/A	2005	Unknown	2010
Printer (computer); HP LaserJet:1300	N/A	CNBKK61688	N/A	2004	Unknown	2009
Printer (computer); HP LaserJet 1320	N/A	CNL1c11941	N/A	2006	Unknown	2011
Computers/Monitors (2), HP Compaq dc5100MT	N/A	mx163513vf; mx163513vk CND62909X0; CND62908qw	N/A	2006	Unknown	2011
Furniture at Safety Center	4000330	N/A	N/A	2000	\$66,750.00	TBD
Tractor, 1999 CASE MX 120	4000244	JJA0097961	N/A	1999	\$51,755.96	TBD
Tractor, 2002 CASE 621D, Front Loader	4000466	JEE0133943	E1127785	2002	\$107,754.31	TBD
IB Security Surveillance System	4000500	N/A	N/A	2000	\$27,469.15	TBD
IB Paging System (NOT IN USE; STORED IB)	4000220	N/A	N/A	1997	\$7,008.00	N/A
Motor Boat (RETURNED TO DISTRICT?)	4000300	N/A	N/A	1999	\$7,943.18	N/A

**EXHIBIT D
Lifeguard Services
Port Owned Equipment List**

**EXHIBIT E
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.

**Return this form to: San Diego Unified Port District
Attn: Linda Wilkstrom, 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
	<u>Commercial General Liability</u> <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		

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:**

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

San Diego Unified Port District
Document No. **56834**
Filed **SEP 13 2010**
Office of the District Clerk

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CITY OF IMPERIAL BEACH
for
POLICE, FIRE, EMERGENCY MEDICAL, LIFEGUARD
AND ANIMAL CONTROL SERVICES
AGREEMENT NO. 01-2009**

The parties to this Amendment No. 1 to Agreement No. 01-2009 are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and the CITY OF IMPERIAL BEACH (City).

Recitals:

District and City are parties to an agreement for Police, Fire, Emergency Medical, Lifeguard and Animal Control Services. The agreement is on file in the office of the District Clerk as Document No. 55351, dated July 9, 2009. The City Council has approved a new two year labor agreement with the Service Employees International Union on August 19, 2009. The new labor agreement calls for no salary increases but does include stipends in each year for full-time and part-time employees and a \$50.00 per month increase in health flexible spending for full time employees. As a result, it is now necessary to modify the Agreement to allow for these increases.

The Parties Agree:

1. Section 3, COMPENSATION, Item A shall be amended to the following:

3. **COMPENSATION:**
 - A. In consideration of the foregoing performances by the City, the District shall pay the City an amount not to exceed \$2,811,136 for Fiscal Year 2010, \$2,884,427 for Fiscal Year 2011, and \$3,037,284 for Fiscal Year 2012, for a total amount under this Agreement not to exceed \$8,732,847. A summary of the not to exceed amounts by fiscal year and service provided is shown in figure 1, below:

Service	FY 09-10	FY 10-11	FY 11-12	Total FY 09-12
Police Services	1,354,627	1,422,358	1,493,476	4,270,461
Fire and Emergency Medical Services	174,485	174,076	191,483	540,044
Lifeguard Services	1,254,726	1,260,013	1,322,946	3,837,685
Animal Control Services	27,298	27,980	29,379	84,657
TOTAL, All Services	2,811,136	2,884,427	3,037,284	8,732,847

figure 1 – Summary of Expenses

Applicable reimbursable expenses are listed in Exhibit B, Statement of Reimbursable Expenses for Police, Fire, Emergency Medical, and Animal Control Services; and Exhibit C, Statement of Reimbursable Expenses for Lifeguard Services; and Exhibit D, each Exhibit incorporated respectively by reference as though fully set forth herein.

The estimate in consideration for fiscal year 10-11 and 11-12 is recognized as the approximate cost of police, fire, emergency medical, lifeguard and animal control services with the City. If during the contract period the City's staffing level and/or negotiated costs for police, fire, emergency medical, lifeguard or animal control services salaries and benefits change, City shall give District written notice and furnish documentation satisfactory to District to substantiate the changes. Such changes shall be recognized as a basis for increasing or decreasing the remaining consideration due after such changes are approved by the City, and shall be reflected in the next quarterly payment to the City.

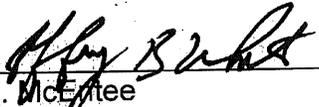
Payments shall be made upon written request to the District and may be submitted on a quarterly basis. District agrees to reimburse the City within thirty days of receipt of a properly prepared request for reimbursement.

Reimbursement charges shall be in accordance with the applicable Statement of Reimbursable Expenses.

2. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT

CITY OF IMPERIAL BEACH



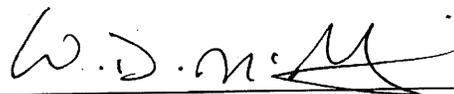
Jeffrey B. McEntee
CFO/Treasurer



Gary Brown
City Manager

PORT ATTORNEY

CITY ATTORNEY



DEPUTY PORT ATTORNEY



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

San Diego Unified Port District
Document No. 55592
Filed SEP 30 2009
Office of the District Clerk

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

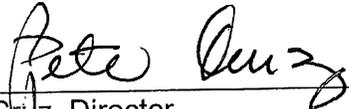
19.2 The City's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

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

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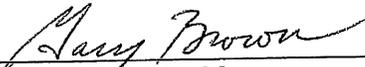
19.3 Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT



Pete Cruz, Director
General Services

CITY OF IMPERIAL BEACH



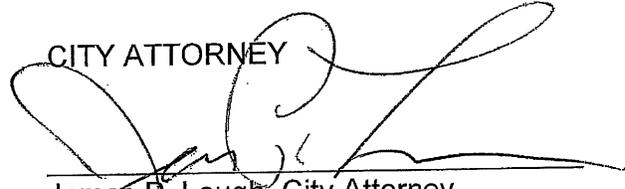
Gary Brown, City Manager
City of Imperial Beach

PORT ATTORNEY



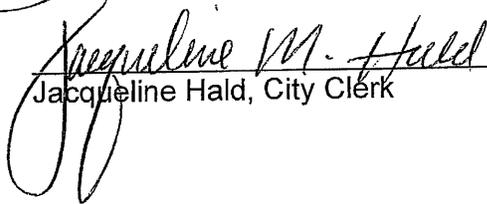
DEPUTY PORT ATTORNEY

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. 55592, 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/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. 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	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 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/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 need for safe operation.
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.

EACH 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 quarterly 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
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

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CITY OF IMPERIAL BEACH
for
TIDELANDS MAINTENANCE SERVICES
AGREEMENT NO. 33-2009**

San Diego Unified Port District
Document No. 56855
Filed SEP 20 2010
Office of the District Clerk

The parties to this Amendment No. 1 to Agreement No.33-2009 are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and the CITY OF IMPERIAL BEACH (City).

Recitals:

District and City are parties to an agreement for Tidelands Maintenance Services. The agreement is on file in the office of the District Clerk as Document No. 55592, dated September 30, 2009. The City Council has approved a new two year labor agreement. The new labor agreement calls for no salary increases but does include stipends in each year and a \$50.00 per month increase in health flexible spending for full time employees. As a result, it is now necessary to modify the Agreement to allow for these increases.

The Parties Agree:

1. Section 3.1 shall be amended to the following:

3.1 In consideration of the foregoing performances by the City, the District shall pay the City an amount not to exceed **Six Hundred Forty Eight Thousand, Eight Hundred Twenty Seven and 69/100 Dollars (\$648,827.69)** 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 Fifty Thousand, Eight Hundred Sixty and 53/100 Dollars (\$2,350,860.53)**.

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.

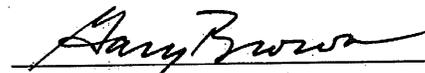
2. Attachment B, FEE SCHEDULE, PERIOD ONE, October 1, 2009 – June 30, 2010 shall be revised to the attached Fee Schedule.
3. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT



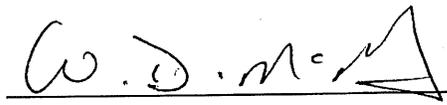
Pete Cruz, Director
General Services

CITY OF IMPERIAL BEACH



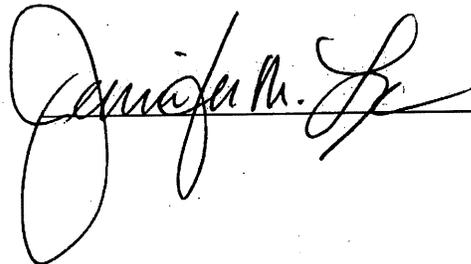
Gary Brown
City Manager

PORT ATTORNEY



DEPUTY PORT ATTORNEY

CITY ATTORNEY



**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
		592,806.69
Total Per Year		\$
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
D. Labor Agreement Adjustment (Pursuant to City Resolution No. 2009-6790)		\$ 16,271
		\$
	Total (Year One)	\$ 648,827.69



STAFF REPORT CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: JUNE 6, 2012
ORIGINATING DEPT.: FINANCE DEPARTMENT
SUBJECT: SALE OF SURPLUS PROPERTY

BACKGROUND:

From time to time, Staff determines the need to dispose of obsolete and surplus property. I.B.M.C. Chapter 3.04.050 states:

“The purchasing officer shall have the following powers and duties:

...J. To recommend to the city manager the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use;”

City of Imperial Beach Resolution 90-3828 authorized the Finance Director to participate in periodic sales of surplus property by the San Diego County Division of Purchasing and Contracting.

DISCUSSION:

At this time, the City of Imperial Beach has accumulated a number of equipment items that are recommended for transfer to a surplus or unused supplies and equipment category. The following supplies and equipment are recommended for this designation:

1. The items listed in Exhibit “A”.

FISCAL ANALYSIS:

Salvage Value

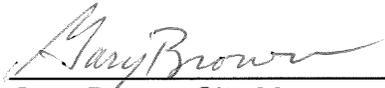
DEPARTMENT RECOMMENDATION:

Staff recommends approval of the attached Resolution authorizing the sale / transfer of surplus property as follows:

1. Items listed in Exhibit A, Equipment Inventory List for County Auction

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution 2012-7204
2. Exhibit A – Equipment Inventory List for County Auction

RESOLUTION NO. 2012-7204

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE SALE OF CERTAIN SURPLUS CITY EQUIPMENT

The City Council of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, I.B.M.C. Chapter 3.04.050 states: "The purchasing officer shall have the following powers and duties:

...J. To recommend to the city manager the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use;" and

WHEREAS, the City Council of the City of Imperial Beach on October 3, 1990, adopted Resolution No. 90-3828 authorizing its Finance Director to participate in periodic sales of surplus property by the San Diego County Division of Purchasing and Contracting; and

WHEREAS, the City Council of the City of Imperial Beach now desires to declare the items of equipment shown on Exhibit "A" attached hereto as surplus or unsuitable for City use.

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

1. The above recitals are true and correct.
2. The City Council of the City of Imperial Beach declares the items of equipment shown on Exhibit "A" (attached hereto), surplus and/or unused and hereby directs the Finance Director to dispose of same as follows:
 - Items in Exhibit "A" through the San Diego County Division of Purchasing and Contracting or as otherwise authorized by the City Manager.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of June 2012, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Resolution No. 2012-7204– A Resolution of the City Council of the City of Imperial Beach, California, AUTHORIZING THE SALE OF CERTAIN SURPLUS CITY EQUIPMENT.

CITY CLERK

DATE

Exhibit A

**IMPERIAL BEACH
EQUIPMENT INVENTORY LIST
FOR COUNTY AUCTION**

printers		
hp laserjet 4250n	Cnbj1168	
hp laserjet 2015dr	cnbjr78162	
hp laserjet 2015dr	cnbjr78145	
hp photosmart 8750	my52c11086	
hp deskjet 935c	mx07v1f07g	1644
hp laserjet 2300d	cnbr78g71	
hp color laserjet 2550cn	cngrc04738	A0039
hp laserjet 4050tn	cnbc87214	1310
hp laserjet 1200s	cnc714b70	
pcs		
gateway e4500s	36000197	1593
dell optiplex gx270	71715	1526
dell optiplex gx270	3713424	1515
gateway e4800	36408528	A0012
compaq dc5700	mxl629ua	1614
dell optiplex gx270	9skj451	1520
gateway e6500	36824597	1660
compaq dc5700	mxm719056k	A0028
compaq dc5700	mxm80702vv	1650
dell optiplex gx270	4vkj541	1526
gateway e4300	35376458	1551
gateway e4300	3674136	1510
monitor		
lenovo 15 inch	v2fww26	
lenovo 15 inch	v2fww15	
samsung sync master 710tm	mj17mstbv	
dell 14 inch	mxo8r339	



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: JUNE 6, 2012

ORIGINATING DEPT.: IMPERIAL BEACH SPORTS PARK RECREATION CENTER

**SUBJECT: PUBLIC HEARING TO CONSIDER APPROVAL OF
RESOLUTION NO. 2012-7203 AMENDING USER AND RENTAL
FEES FOR THE IMPERIAL BEACH SPORTS PARK
RECREATION CENTER**

BACKGROUND:

At the City Council meeting on May 2, 2012, staff presented a list of options to increase revenues and reduce costs for the operation of the Sports Park Recreation Center ("Sports Park"). The City Council directed staff to pursue the option of raising the user and rental fees for Sports Park and to take the required steps to do so. In order to raise these fees, a resolution must be adopted by the City Council at a noticed public hearing to amend the City of Imperial Beach Sports Park User Fees Master Fee Schedule.

DISCUSSION:

Recreation fees at Sports Park were last studied by staff during the adoption of the City's Master Fee Schedule in 2005. At that time, the fees were below cost-recovery levels, however, the City Council decreased or kept fees the same in order to encourage use of recreation facilities and to continue the City Council's goal of supporting teen and youth programs in the community. The setting of these fees by the Council in 2005 at below full cost-recovery levels was consistent with prior City Council direction and Cost-Recovery Goals, adopted by the City Council on September 20, 2000. Moreover, these low cost-recovery fees were possible at that time because the City had greater revenues. Staff also notes that fees at Sports Park have typically been nominal fees to the users of those facilities, with General Fund tax revenues funding the balance of City services.

Consistent with the Council's policy on cost recovery, staff is now proposing that the City Council raise fees and charges at the Sports Park to ensure that the users of the products, services and facilities pay the City's costs of providing such services at a level closer to full-cost recovery. This is necessary in order for the City to continue to make the Sports Park facility available for public use. Also, consistent with the Council's policy on cost recovery, staff

continues to recommend fees for youth and senior use of the facilities at a relatively low cost recovery level. All proposed fees at the Sports Park are still below full cost recovery.

The Sports Park has always strived to offer low-cost fees for membership, picnic shelter rentals, athletic field usage, music programs, etc. It has also provided services, programs, and rentals that up until this time have been free of charge. Currently, staff believes there are a variety of services, programs, items for sale, and rentals that have yet to be offered at the Sports Park, which could be beneficial to the City's residents. By increasing certain user fees and implementing modest fees for new and formerly free services, programs, and rentals, as proposed, the staff expects to see a necessary increase in revenue. After studying this issue, staff believes the approval of the proposed fees will allow the Sports Park to both accommodate its patrons as well as meet its financial requirements.

Proposed fee changes include but are not limited to: (1) fee increases for the rental/use of Sports Park property including athletic fields, lighting, picnic shelter areas, air jumps, and music rehearsal and recording areas, and for the provision of music lessons, memberships, in-house programs, special events and snacks; and (2) new fees for the rental/use of the gym, batting cages, equipment and the provision of memberships, in-house programs, activities and snacks.

These proposed user fee changes and new user fees are described on Attachment 2 to this Staff Report. Among other things, Attachment 2 demonstrates the City's current and proposed rates for providing the products, services or facilities at issue and it compares these rates with those charged by the City of San Diego and the City of Chula Vista.

The costs at the Sports Park were last increased in 2002. The majority of the proposed user fees are fees for government services and products provided directly to the payor that are not provided to those not charged. The other user fees are for the use of government property. As shown on Attachment 3, the amounts of all proposed fees do not exceed the reasonable costs to the City of providing such products, services or facilities. Further the proposed user fees for rental of City facilities are comparable to other neighboring jurisdictions and the rates charged in the open market for similar rentals. Consequently, pursuant to Article XIII C, Section 1(e)(2) and (4), these fees are not taxes.

The costs to make these services, facilities and products available include, but are not limited to, staff time, operational, maintenance and utility costs, and costs associated with the purchase of products and supplies (See Attachment 3). To recover these costs and make the Sports Park services, facilities and products available at a rate closer to cost-neutral, the fees are proposed to be increased as shown on Attachment 2.

ENVIRONMENTAL IMPACT:

This activity is not a "project" and is therefore exempt from CEQA pursuant to State CEQA Guidelines Section 15060(c)(3)

FISCAL IMPACT:

The fiscal impact will be the recovery of a relatively small portion of the City's costs of making these services, facilities and products available at Sports Park since overall costs to operate Sports Park exceed \$150,000. Staff's proposed changes could generate up to \$20,000 or more in revenue for these services beginning July 1, 2012.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council hold the duly noticed public hearing and adopt Resolution No. 2012-7203 Amending Fees for the Imperial Beach Sports Park Recreation Center.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7203 (including Revised Master Fee Schedule)
2. Rate Comparison of Current and Proposed City Fees and between the City of San Diego and City of Chula Vista

RESOLUTION NO. 2012-7203

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH
AMENDING ITS MASTER SCHEDULE OF FEES FOR THE IMPERIAL BEACH
SPORTS PARK RECREATION CENTER AND INTRODUCING NEW USER FEES**

WHEREAS, the City has adopted the fiscal policy of full cost-recovery; and

WHEREAS, the user fees and charges at the City of Imperial Beach Sports Park Recreation Center have not been increased since 2002; and

WHEREAS, Recreation fees at the Sports Park were last studied by staff during the adoption of its last fee schedule in 2005, at which time, although such user fees were below full cost-recovery levels, they were decreased (or kept the same) in order to encourage use of recreation facilities and to continue the City Council's goal of supporting teen and youth programs in the community; and

WHEREAS, after studying the Sports Park user fees and the costs to provide the services at Sports Park as presented to Council in the staff report for this Resolution, staff recommends that the City Council approve user fee increases at the Sports Park; and

WHEREAS, the proposed user fees at the Sports Park are not "imposed" within the meaning of Article XIII C of the California Constitution because participants have meaningful private market options for the products, services and facilities being offered at the Sports Park and because participation at and use of the Sports Park is meaningfully voluntary. As such, the user fees are not taxes; and

WHEREAS, the majority of the proposed user fees are fees for the use of government property, which do not exceed the reasonable costs to the City of making such facilities available for public use, and as such, pursuant to Article XIII C, Section 1(e) (4) of the California Constitution these user fees are not taxes; and

WHEREAS, all of the remaining proposed user fees are fees for government services and products provided directly to the payor that are not provided to those not charged, which do not exceed the reasonable costs to the City of providing such

products or services. Consequently, pursuant to Article XIII C, Section 1(e) (4) of the California Constitution, these fees are not a tax; and

WHEREAS, the City finds that the use and/or rental of property similar to what the City owns is available to non-residents in the area through private sector entities and/or other municipalities. In light of the fact that there are other private or public sector alternatives that could or do exist for non-residents' use and/or rental of this type of property, the City proposes this fee at a fair and reasonable market rate, comparable to other neighboring jurisdictions and the rates charged in the open market for similar rentals.

WHEREAS, the City Council has held a duly noticed public hearing to consider adoption of the proposed new and amended user fees.

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The above recitals are true and correct.

Section 2: The proposed user fees do not do not exceed the reasonable costs to the City of providing such products or services.

Section 3: The City Council of the City of Imperial Beach hereby amends the City's Master Fee Schedule and approves the new user fees as shown in the amended Master Fee Schedule, attached hereto as Exhibit "A."

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 6th day of June, 2012, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK



EXHIBIT "A"

City of Imperial Beach Sports Park User Fees

[PROPOSED] MASTER FEE LIST Revised List 2012

Athletic Fields/Batting Cages:

Adult Softball Field Rental Fee (Resident)	\$25.00 (Per Hour- Based on Season Availability)
Adult Softball Field Rental Fee (Non-Resident)	\$35.00 (Per Hour – Based on Season Availability)
Senior Softball Field Rental Fee (Resident)	\$10.00 (Per Hour – Based on Season Availability)
Youth Games/Sports Leagues (Recognized Groups)	\$20.00 (Per Hour – Based on Season Availability)
Youth Games/Sports Leagues (Resident)	\$20.00 (Per Hour – Based on Season Availability)
Youth Games/Sports Leagues (Non-Resident)	\$35.00 (Per Hour – Based on Season Availability)
Commercial Activities & Tournaments **	\$55.00 (Per Hour **Needs Special Event Permit** – Based on Season Availability)
Adult Batting Cage Rental Fee (Resident)	\$15.00 (Per Hour – Based on Season Availability)
Adult Batting Cage Rental Fee (Non-Resident)	\$30.00 (Per Hour – Based on Season Availability)
Senior Batting Cage Rental Fee (Resident)	\$5.00 (Per Hour – Based on Season Availability)

Batting Cage Rental Fee (Recognized Groups)	\$25.00 (Per Season – Based on Season Availability)
Batting Cage Rental Fee (Non-Recognized Groups)	\$50.00 (Per Season – Based on Season Availability)

Field Light Usage:

Resident	\$25.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Non-Resident	\$50.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Recognized Groups	\$20.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Games/practices/tournaments/others	\$55.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)

Picnic Shelter Rental Fees:

2 Table Picnic Shelter Daily Rental Fee (Resident)	\$35.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
2 Table Picnic Shelter Daily Rental Fee (Non-Resident)	\$50.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
2 Table Picnic Shelter Daily Rental Fee (Senior)	\$10.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Security/Cleaning Deposit	\$50.00 (Per Reservation – Refundable)

Air Jump Permit Fees:

Resident Fee	\$25.00 (Per Reservation - By Approved City Vendor List)
Non-Resident Fee	\$50.00 (Per Reservation - By Approved City Vendor List)

Security/Damage Deposit \$25.00 (Per Reservation – Refundable)

Music Room Fees:

Youth Rehearsal (Resident)	\$ 10.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Youth Rehearsal (Non-Resident)	\$ 12.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Adult Rehearsal (Resident)	\$ 15.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Adult Rehearsal (Non-Resident)	\$ 20.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Youth Recording Session (Resident)	\$ 10.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Youth Recording Session (Non-Resident)	\$ 12.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Adult Recording Session (Resident)	\$ 15.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Adult Recording Session (Non-Resident)	\$ 20.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Youth Music Lessons (Resident)	\$40.00 (Per Month – (1) One Hour Lesson per Week)
Youth Music Lessons (Non-Resident)	\$50.00 (Per Month – (1) One Hour Lesson per Week)
Adult Music Lessons (Resident)	\$80.00 (Per Month – (1) One Hour Lesson per Week)
Adult Music Lessons (Non-Resident)	\$100.00 (Per Month – (1) One Hour Lesson per Week)
P.A. Equipment Rental (Resident)	\$100.00 (Per Day - Includes PA speakers/subs/amps, mixer, mics, and cables)

Programs/Special events:

Teen Room/Activities/Movies	\$ 5.00 to \$10.00 (Per Activity)
Youth Dances/Mike Night	\$ 2.00 to \$ 5.00 (D/J Dance)
Band Night/Special event Night	\$ 5.00 to \$25.00 (Family Nights)
Youth Program leagues/Clinic/others	\$ 10.00 to 55.00 (Per Event)

Recreation Center Activities:

Youth Yearly Membership (Resident)	\$25.00 (Per Year)
Youth Yearly Membership (Non-Resident)	\$50.00 (Per Year)
Adult Yearly Membership (Resident)	\$35.00 (Per Year)
Adult Yearly Membership (Non-Resident)	\$60.00 (Per Year)
Youth Week Pass	\$5.00 (Per Week)
Adult Week Pass	\$10.00 (Per Week)
Youth Day Pass	\$2.00 (Per Day)
Adult Day Pass	\$5.00 (Per Day)
Lost Cards Fee	\$ 5.00 (Per lost Card)
Gym Rental Fee	\$35.00 (Per Hour - 2 Hour Minimum/4 Hour Maximum)

Skate Park Usage:

Skate Park Membership (Resident)	\$25.00 (Per Year)
Skate Park Membership (Non-Resident)	\$50.00 (Per Year)
Skate Park Day Pass (Resident)	\$5 (Per Day/Session)
Skate Park Day Pass (Non-Resident)	\$10 (Per Day/Session)
Skate Park Party Rental (Resident)	\$50 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Skate Park Party Rental (Non-Resident)	\$75 (Per Hour - 2 Hour Minimum/4 Hour Maximum)
Skate Park Helmet Rental	\$5 (Per Hour)
Skate Park Protective Pads Rental	\$2 (Per Hour)

Sports Park Getaway Café:

Small Item	\$0.25
Candy Bar/Chips (Small)	\$0.75
Candy Bar/Chips (Large)	\$1.00
Small Soda/Water	\$1.00
Gatorade/Power Drinks	\$2.00
Hot Food	\$1.50

Any Questions? Please see James Coates, Recreation Coordinator or call the Imperial Beach Sports Park (619) 628-2437

MASTER FEE SCHEDULE RATE COMPARISON WITH IMPERIAL BEACH AND OTHER CITY'S 2012

The fees are based by hourly/day use and compared with fees from other Cities based on facility size

Cities included are: South San Diego/Chula Vista (compared with our current and proposed fees)

Rental/Programs/Events/Usage	S.D.	C.V.	I.B. current	I.B. Proposed	increase	Est. Annual increase
<u>Athletic Fields Per Hour Fees:*</u>						(using 2011 as guide line)
Youth (Resident)	\$ 10.00	\$ 10.00	no charge	\$ 10.00	\$ 10.00	\$ 60.00
Youth (Non-Resident)	\$ 21.00	\$ 30.00	\$ 20.00	\$ 20.00	no change	no change
Adult (Resident)	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	no change	no change
Adult (Non-Resident)	\$ 30.00	\$ 25.00	\$ 10.00	\$ 20.00	\$ 10.00	\$ 3,240.00
Youth (Resident - Recognized Groups)	\$ 20.00	no charge	no charge	no charge	no change	no change
Youth (Resident – Travel Teams)	\$ 10.50	\$ 15.00	\$ 10.00	\$ 15.00	\$ 5.00	\$ 150.00
Youth (Non-Resident – Travel Teams)	\$ 21.00	\$ 30.00	\$ 20.00	\$ 25.00	\$ 5.00	\$ 265.00
Commercial Activities / Tournaments	\$ 45.00	\$ 35.00	\$ 25.00	\$ 30.00	\$ 5.00	\$ 450.00
<u>Light Fees:*</u>						
Resident	\$ 29.75	\$ 25.00	\$ 20.00	\$ 25.00	\$ 5.00	\$ 25.00
Non-Resident	\$ 59.50	\$ 50.00	\$ 30.00	\$ 50.00	\$ 20.00	\$ 60.00
Others Games/Practices/Tournaments/Others	\$ 17.50	\$ 15.00	no charge	\$ 15.00	\$ 15.00	\$ 315.00
Adult Leagues	\$ 30.00	\$ 25.00	\$ 20.00	\$ 25.00	\$ 5.00	\$ 2,700.00
*Charge leagues if they are not maintaining fields.						
<u>Batting Cage Fees:</u>						
Resident	do not provide	do not provide	\$ 20.00 - 30.00(Proposed)	\$ 25.00	\$ 25.00	\$ 450.00
Non-Resident	do not provide	do not provide	\$ 20.00 - 50.00(Proposed)	\$ 30.00	\$ 30.00	\$ 650.00
Recognized Leagues	do not provide	do not provide	no charge	no charge	no charge	no charge

<u>Rental/Programs/Events/Usage</u>	<u>S.D.</u>	<u>C.V.</u>	<u>I.B. current</u>	<u>I.B. Proposed</u>	<u>increase</u>	<u>Est. Annual increase</u>
<u>Picnic Rental Fees: (2-hour Minimum)</u>						
Resident – 3 Tables	\$ 45.00	\$ 35.00	\$ 35.00*	\$ 30.00	\$30 Hr.	\$ 1,620.00
Resident – 4 Tables	\$ 65.00	\$ 55.00	\$ 35.00*	\$ 40.00	\$40 Hr.	\$ 2,160.00
Non-Resident – 3 Tables	\$ 70.00	\$ 50.00	\$ 50.00*	\$ 50.00	\$50 Hr.	\$ 2,700.00
Non-Resident – 4 Tables	\$ 90.00	\$ 70.00	\$ 50.00*	\$ 70.00	\$70 Hr.	\$ 3,780.00
Senior / Disabled (Resident)	\$ 17.50	\$ 12.50	\$ 10.00	\$ 10.00	\$ 10.00	no change
Senior / Disabled (Non-Resident)	\$ 17.50	\$ 12.50	\$ 15.00	\$ 15.00	\$ 15.00	\$ 225.00
Security / Cleaning Deposit	\$ 75.00	\$ 75.00	\$ 45.00	\$ 75.00	refundable	refundable
* Fee was for all day use						
<u>Air Jump Fees:</u>						
Resident	\$ 35.00	\$ 35.00	\$ 25.00	\$ 30.00	\$ 5.00	\$ 265.00
Non-Resident	\$ 70.00	\$ 70.00	\$ 50.00	\$ 60.00	\$ 10.00	\$ 795.00
Security/Cleaning Deposit	\$ 50.00	\$ 35.00	\$ 25.00	\$ 30.00	refundable	refundable
<u>Music/Rehearsal Fees: (2-Hour Min.)</u>						
Youth (Resident)	do not provide	do not provide	\$ 5.00	\$ 7.00	\$ 2.00	\$ 782.00
Youth (Non-Resident)	do not provide	do not provide	\$ 10.00	\$ 12.00	\$ 2.00	\$ 562.00
Adult (Resident)	do not provide	do not provide	\$ 15.00	\$ 17.00	\$ 2.00	\$ 221.00
Adult (Non-Resident)	do not provide	do not provide	\$ 20.00	\$ 22.00	\$ 2.00	\$ 242.00
<u>Music/Recording Fees:</u>						
Youth (Resident)	do not provide	do not provide	\$ 10.00	\$ 13.00	\$ 3.00	\$ 351.00
Youth (Non-Resident)	do not provide	do not provide	\$ 15.00	\$ 18.00	\$ 3.00	\$ 468.00
Adult (Resident)	do not provide	do not provide	\$ 15.00	\$ 18.00	\$ 3.00	\$ 216.00
Adult (Non-Resident)	do not provide	do not provide	\$ 20.00	\$ 23.00	\$ 3.00	\$ 207.00
<u>Guitar/Drum/Piano Lessons:</u> (Per Month Fees, Monthly Fee/4-Hr. per Month)						
Youth (Resident)	do not provide	do not provide	\$ 10.00	\$ 40.00	\$ 30.00	\$ 1,680.00
Youth (Non-Resident)	do not provide	do not provide	\$ 15.00	\$ 50.00	\$ 35.00	\$ 805.00
Adult (Resident)	do not provide	do not provide	\$ 20.00	\$ 80.00	\$ 60.00	\$ 660.00
Adult (Non-Resident)	do not provide	do not provide	\$ 25.00	\$ 100.00	\$ 75.00	\$ 525.00

Attachment 2

<u>Rental/Programs/Events/Usage</u>	<u>S.D.</u>	<u>C.V.</u>	<u>I.B. current</u>	<u>I.B. Proposed</u>	<u>increase</u>	<u>Est. Annual increase</u>
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Annual Membership Fees:*

Youth (Resident)	no charge	no charge	\$ 5.00	\$ 25.00	\$ 20.00	\$ 925.00
Youth (Non-Resident)	no charge	no charge	\$ 5.00	\$ 50.00	\$ 45.00	\$ 855.00
Adult (Resident)	no charge	no charge	\$ 5.00	\$ 35.00	\$ 30.00	\$ 495.00
Adult (Non-Resident)	no charge	no charge	\$ 5.00	\$ 60.00	\$ 55.00	\$ 385.00
Lost Card	no charge	no charge	\$ 1.00	no change	no change	no change

* With yearly membership card holder receives 10% off on Programs / Events

Programs/Special Events: (In house program)

Youth Dances/Mike night (Per Person)	\$ 5.00	\$ 5.00	\$ 2.00	\$ 5.00	\$ 3.00	\$ 975.00
Band Night/DJ Night (Per Person)	\$ 5.00 - 15.00	\$ 5.00 to 15.00	\$ 4.00	\$ 5.00 to 15.00	\$ 5.00 to 15.00	\$ 1,025.00
Youth Sports/Leagues/ Tournaments (indoor sports) *	\$ 25.00 – 95.00	\$ 15.00 – 125.00	\$ 10.00	\$ 10.00 – 125.00	\$ 10.00 to 125.00	\$ 550.00

* Fee determined by want

New Programs/Rental/Activities fees for Sports Park:

Gym Rental for Sub-contractors/organizations (2 hour minimum – 4 hour maximum)	\$ 65.00	\$ 65.00	new program	\$ 45.00	\$ 45.00	\$ 3,780.00
After school Program (per week)	\$ 65.00	\$ 55.00	new program	\$ 45.00	\$ 45.00	\$ 855.00
Roller rink night (per person)	do not provide	do not provided	new program	\$ 5.00	\$ 5.00	\$ 154.00
Movie night (per person)	\$ 5.00	\$ 5.00	new program	\$ 2.50	\$ 2.50	\$ 162.50

<u>Estimated Annual Increase is from the revenue made in 2011 with new increased fees charged</u>	<u>\$ 36,790.50</u>
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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: JUNE 6, 2012

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR *GW*

SUBJECT: UPDATE ON THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) REGIONAL BEACH SAND PROJECT II

BACKGROUND:

Over the last several years, the San Diego Association of Governments (SANDAG) has been working closely with several coastal cities in San Diego County to fund, design and implement the Regional Beach Sand Project (RBSP) II. Earlier this year, SANDAG awarded the construction contract for the project to Great Lakes Dredging and Dock Company (GLDD). The pre-construction meeting was held on April 3, 2012, and a Notice to Proceed has been issued. Since that time, GLDD has been working on project deliverables so that SANDAG can complete the project Monitoring Plan and secure final resource agency permits for the project by June 1, 2012.

DISCUSSION:

As designed, the RBSP II will provide Imperial Beach with approximately 416,000 cubic yards of beach-quality sand deposited directly onto the City's beach from the south end of Seacoast Drive to just south of the Imperial Beach Pier. Sand for the Imperial Beach portion of the project will come from a borrow site off of Mission Beach. The RBSP II is funded primarily through a grant from the California State Department of Boating and Waterways (DBW) with 15% matching funds provided by each participating city. Imperial Beach was also successful in obtaining another \$4.2 million of DBW funds to be allocated to this project along with another \$1 million of funding from the San Diego Unified Port District. The additional funding will allow for a greater amount of sand to be placed on the beach.

The current schedule for the project construction is for GLDD to begin mobilization of their equipment in July, with dredging beginning on August 6, 2012. The schedule and order of sand placement will be as follows:

- Imperial Beach – August 6 – September 2
- North Carlsbad Beach – September 3 – 15
- Cardiff State Beach – September 15 – 20
- Solana Beach – September 20 – 26

- Batiquitos Beach – September 26 – October 2
- South Carlsbad Beach – October 2 -11
- Moonlight Beach – October 11 – 16
- Oceanside Beach – October 16 – November 3

These dates are estimates for sand placement only. Mobilization and demobilization of equipment will occur prior to and immediately following sand placement. Construction will occur 24 hours per day, seven days per week, with final demobilization likely occurring by November 15, 2012.

SANDAG staff will provide an update on the project and its construction at the meeting on June 6, 2012. Attached to this staff report are a project fact sheet, an information flyer and a project FAQ (frequently asked questions).

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

A Draft Environmental Impact Report/Environmental Assessment (EIR/EA) was prepared for the project and circulated for public review with SANDAG as the state lead agency responsible for compliance with CEQA and the United States Army Corps of Engineers as the federal lead agency responsible for compliance with the National Environmental Policy Act of 1969 (NEPA). The Final EIR was approved by the SANDAG Board of Directors on May 27, 2011. The EIR/EA determined that no long-term significant impacts are expected to occur from implementation of the project as proposed and as described above for the City of Imperial Beach.

FISCAL IMPACT:

Funds in the amount of \$200,000 were budgeted for sand replenishment as outlined in the Cooperative Agreement between the City of Imperial Beach and the Imperial Beach Redevelopment Agency. A total of \$187,940.00 will have been expended as the City's 15% share of the project. Additional funding for Imperial Beach in the total amount of \$5,200,000 will be provided by the State DBW and the Port District on behalf of the City of Imperial Beach as described above.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive the update report on the Regional Beach Sand Project II.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Regional Beach Sand Project II Fact Sheet
2. Project Informational Flyer
3. FAQ

Environment

SAN DIEGO REGIONAL BEACH SAND PROJECT FACT SHEET

Restoring a priceless resource

Sun, sand, and surf are images San Diegans and people around the world think of when they hear names like Oceanside, Carlsbad, Moonlight Beach, Fletcher Cove, Torrey Pines, and Imperial Beach. But the image quickly fades when residents and visitors alike discover that sand is missing from many of the region's beaches.

That's one of the reasons why residents and community leaders from coastal areas and inland neighborhoods are again making a concerted effort to place sand onto the critically eroded beaches along the region's shoreline.

In 2001, the SANDAG Regional Beach Sand Project (RBSP) dredged 2.1 million cubic yards of clean, beach quality sand from offshore and placed it on 12 eroded beaches

from Imperial Beach to Oceanside.

In summer 2012, the second RBSP will again widen beaches from Imperial Beach to Oceanside by adding over a million cubic yards of clean sand to eroded shorelines. It is the second major public works effort being coordinated by local governments, working together through SANDAG.

Why beach nourishment?

The region's beaches have been steadily eroding for the past 20 years. Sand that once flowed down rivers to preserve our beaches is no longer making that trip because of the development throughout the region, and water supply and flood control projects needed to support that development.



Oceanside at present

Some beaches are stripped of sand and during the next few decades, most of our beaches will be too narrow to enjoy unless positive action is taken, starting now.

The RBSP will benefit the region's environment and economy and, most of all, its overall quality of life. As the beaches continue to erode and become increasingly narrow, recreational opportunities are restricted. A unique and highly valued environment disappears. The important visitor industry component of the local, state, and national economies is constrained. In addition, infrastructure is subject to increased damage from storms.

There are choices when it comes to protecting and restoring the region's coastline. Should we enhance the shoreline by restoring and maintaining wide sandy beaches, or armor it with heavy duty steel, rock, and concrete seawalls, or sacrifice it to the destructive forces of storm waves, flooding, and erosion?

The RBSP is based upon the conclusion that beach sand restoration is the best

(Continued on reverse)



2001 RBSP photos for Imperial Beach before, after, and March 2010



401 B Street, Suite 800
San Diego, CA 92101
(619) 699-1900
Fax (619) 699-1905
www.sandag.org





Beachgoers enjoying 2001 RBSP final product



Bulldozers and sand at Batiqitos 2001 RBSP

*Source:
Great Lakes Dredging and
Dock Company*

A portion of the land required for the 2012 Regional Beach Sand Project was contributed by the California State Lands Commission.

strategy to pursue. Putting sand onto the region's beaches will provide environmental, economic, and recreational benefits for the region's residents and visitors.

But what happens to the sand after it is placed, won't it continue to erode? The answer is yes, the sand will eventually spread out over the region's entire 60-mile coastline. The San Diego coastline loses sand to various places including offshore to deeper water and inside the harbors and lagoons. These losses are not adequately offset by input from rivers, bluffs, and nourishment. So the losses exceed the gains each year and the sand volume is decreasing. The good news is that beach width gains from the 2001 RBSP sustained for about four years on average and volumes sustained for about six years. And, as of 2010, there still appeared to be sand from the 2001 RBSP in the system and this material will serve as a foundation for the 2012 RBSP.

How are beaches restored?

The RBSP places sand on many of the region's beaches. The beach quality sand is dredged from large deposits of sand located in 30 to 100 feet of water found within two miles of the shoreline.

Dredging sand from nearshore sources and pumping it to beaches is a technology that has proven reliable and effective all over the world. The nearshore sand sources must be

tested to prove they will provide a quality source of material for the region's beaches that is compatible, such as similar size, texture, and color. The most cost-effective, highest-quality, and environmentally-suitable sources of sand will be used.

Beach building technology must be adapted to the specific geological and environmental challenges presented by our shoreline. The RBSP takes into consideration all of the unique features of our region's coastline and will avoid sensitive reef habitats in the nearshore and make every effort to minimize impacts to our coastal environment.

What's next?

SANDAG is moving the project forward to construction in summer 2012. Construction updates will be posted to www.sandag.org/beachsand as they become available. Beaches scheduled for replenishment include those in the cities of Oceanside, Carlsbad, Encinitas, Solana Beach, and Imperial Beach.

If you would like more details about the 2012 RBSP or would like to receive project updates, including construction notifications, please contact SANDAG at (619) 699-0640, beachsand@sandag.org or visit www.sandag.org/beachsand to request that your name be added to our e-mail distribution list.

Regional Beach Sand Project

New Sand Coming Soon

August – October 2012



Legend



Sand Placement Site



Sand Borrow Site



Oceanside

Carlsbad

Encinitas

Solana Beach

Del Mar

San Diego

Coronado

Imperial Beach



Regional Beach Sand Project

Beginning this summer, the San Diego Regional Beach Sand Project will widen beaches from Imperial Beach to Oceanside by adding more than a million cubic yards of clean, high quality sand to our eroded shoreline.

Estimated Replenishment Timeline

Imperial Beach — *August*
North Carlsbad — *early September*
Cardiff — *mid-September*
Solana Beach — *late September*
Baticuitos — *late September*
South Carlsbad — *early October*
Moonlight — *mid-October*
Oceanside — *late October*
This timeline is approximate and dates may vary.

Stay Informed!

Visit www.sandag.org/beachsand for up-to-the-minute replenishment timeline updates

Project Hotline: (619) 699-0640

Subscribe: e-mail beachsand@sandag.org to subscribe to our construction notification list

Follow us on Facebook and Twitter for continuous project updates

This replenishment project is made possible through funding from the cities of Carlsbad, Encinitas, Imperial Beach, Oceanside, and Solana Beach, and the California Department of Boating and Waterways. The Great Lakes Dredge & Dock Company, CALTROP, Moffat & Nichol, Coastal Frontiers Corp., and Merkel & Associates Inc. also participated on this project. A portion of the land required for the 2012 Regional Beach Sand Project was contributed by the California State Lands Commission.



2012 REGIONAL BEACH SAND PROJECT FREQUENTLY ASKED QUESTIONS APRIL 2012



The 2012 Regional Beach Sand Project is scheduled to take place August – October 2012. Construction updates will be posted to www.sandag.org/beachsand as they become available. If you would like to receive periodic updates regarding this project, including construction notifications, please contact beachsand@sandag.org to request that your name be added to our e-mail distribution list. Construction updates also will be available through our project hotline at (619) 699-0640.

What is the purpose of the 2012 Regional Beach Sand Project? Why are we placing sand on the region's beaches?

The San Diego region has an erosional coastline. Sand that once flowed down rivers to restore our beaches is no longer making that trip due to regional development, and water supply and flood control projects needed to support that development. There also have been modifications made to our coastline, such as harbors and jetties that stifle sand movement. To address these issues, the San Diego region has adopted a planning framework that emphasizes beach nourishment as a way to maintain and restore the coastline. The goals associated with sand placement are to restore and maintain coastal beaches, sustain recreation and tourism, enhance public safety, restore coastal sandy habitats, and reduce the proliferation of protective shoreline structures (e.g., harbors and jetties).

Which beaches will be receiving sand?

Beach nourishment will take place in the cities of Oceanside, Carlsbad, Encinitas, Solana Beach, and Imperial Beach.

South Oceanside: Work will take place at the beach by the Oceanside Boulevard access point. Sand will be spread to the north and south.

North Carlsbad: Work will take place near Buena Vista Lagoon. Sand will be spread south from the lagoon mouth to approximately Carlsbad Village Drive.

South Carlsbad: Work will take place south of Palomar Airport Road. Sand will be spread south and end before Coast Highway.

North Encinitas: Work will take place at Batiquitos Beach, just south of the Batiquitos Lagoon mouth, and extend south to a bluff-backed area of the beach. Work also will take place at Moonlight Beach, which can be accessed at the foot of Encinitas Boulevard; here, sand will be spread just to the north and south.

South Encinitas: Work will take place at Cardiff Beach. The beach fill will extend from the Chart House in Restaurant Row and move south down the beach.

Solana Beach: Work will take place at Fletcher Cove. Sand will be spread from the north end of Fletcher Cove toward the south, a portion of the way down through the Solana Beach boundary along the bluff.

Imperial Beach: Work will take place from the south end of the City of Imperial Beach where the revetment or rock wall ends, and move north toward the pier, ending at approximately Elkwood Avenue.

What is the 2012 Regional Beach Sand Project's timeline?

This 24 hours a day, seven days a week operation is scheduled to begin in August 2012 and will likely continue through October 2012. Beach access will be preserved to the maximum extent possible and once a segment of beach is completed, larger beach widths will be available for all to enjoy.

Will I still be able to use the area of the beach being replenished?

Yes! The beaches will be nourished in approximately 100-foot segments that shift along the fill site until each beach is completed. For the public's safety, the construction area will be clearly marked and will not be accessible. However, the public will be allowed to access all other areas of the beach.

How long will construction at each beach take?

Construction time varies from approximately one week to over a month depending on the amount of sand that is expected to be placed at each individual beach and whether or not a work stoppage occurs. A work stoppage can occur for several reasons including severe weather events and environmental considerations, such as extreme grunion runs.

What are the economic benefits of the 2012 Regional Beach Sand Project?

The economic benefits accrued from the project include increased tourism dollars spent and taxes collected by recreational users. Additional economic benefits can be realized through the reduction in damage to both property and infrastructure, and emergency costs associated with bluff failures.

Is this effort different from the 2001 Regional Beach Sand Project?

The 2012 nourishment effort is very similar to the first project completed in 2001. The main differences are that the Oceanside and Imperial Beach receiver sites have been shifted slightly to the north; grain size is planned to be larger for the cities of Solana Beach and Encinitas; and the receiver sites in the cities of Del Mar and San Diego will not receive sand.

Where did the sand from the 2001 Regional Beach Sand Project go? And, won't the new sand just wash away?

Beach sand naturally moves on and off the coastlines with the waves. In the winter, when there is a stronger wave climate, sand moves off the beach with the majority remaining just off the coast within the nearshore system. In the summer, this sand returns to create wider beaches for residents and tourists to enjoy. In some cases, like with larger storm events, the sand will move beyond the nearshore and out into the deeper water or into harbors and lagoons where it cannot be recovered naturally. The beach width gains from the 2001 beach nourishment project sustained for a minimum of four years on average and volumes sustained for about six years on average. As of 2010, there still appeared to be sand from the first project in the system and this material will serve as a foundation for the 2012 project.

What will the beach look like after the sand is added?

The beaches will be wider through the placement of clean beach quality material. The sand may look slightly different in color and texture, but it meets all conditions associated with compatibility.

Where does the sand come from?

The sand is dredged from designated offshore areas within two miles of the shoreline, located in 30 to 100 feet of water depth. The offshore borrow sites are thoroughly researched and evaluated to be clean beach quality sand that has a similar color, texture, and size as the sand that currently exists on the beach where it will be placed. The goal is to find material that is coarser because the coarse grained sand will remain on the beaches for a longer period of time. The borrow sites chosen for this nourishment project are optimum for placement on San Diego region's beaches.

For more information on this project visit www.sandag.org/beachsand.



STAFF REPORT CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: JUNE 6, 2012

ORIGINATING DEPT.: FINANCE DEPARTMENT

SUBJECT: AMENDING THE FISCAL YEAR 2012-2013 BUDGET

BACKGROUND:

On June 15, 2011, the City Council adopted a two year budget for Fiscal Year 2011-12 and Fiscal Year 2012-12. After the adoption of the budget, the State of California adopted legislation that ended redevelopment agencies. The Imperial Beach Redevelopment Agency was vital in the revitalization of the City of Imperial Beach. The elimination of the Redevelopment Agency by the State requires changes in the City budget for Fiscal Year 2012-13.

DISCUSSION:

The State of California adopted Assembly Bill 26 to divert redevelopment funds to offset the State's General Fund. The State approved AB 26 despite several voter approved propositions to stop the State's ongoing raid of local resources (ERAF1, ERAF2, SERAF, etc.). This legislation is particularly harmful to the citizens of Imperial Beach because it eliminates the only real financial mechanism to significantly improve blighted areas, upgrade the City's infrastructure, and stimulate economic development.

This detrimental legislation impacts the City's operating budget given the synergy between City and the Redevelopment Agency. Redevelopment funds pay for the direct redevelopment programming, the public works construction team, the graffiti program, and shared administration positions. Redevelopment funds approximately \$1.4 million for the above programs and pays interest of \$440,000 on the initial start-up funds lent to the Agency by the City.

The Council conducted a number of Workshops intended to provide direction on making the hard choices to rebalance the General Fund. The magnitude of the State induced deficit requires a dramatic change to City programs and structure. The basic Council direction given to rebalance the City's General Fund is to right-size the organization, reduce costs, explore fee adjustments, attempt to create vacancies through a voluntary separation plan, and explore other revenue measures.

Proposed Actions for Fiscal Year 2012-13.

From the direction, staff is proposing the following measures to close the State induced imbalance:

- ✓ *AB 26 Redistribution* (Revenues \$250,000, \$560,000)- AB 26 provides for a minimum of \$250,000 to cover ongoing redevelopment costs and the return of the City's share of any tax increment receipts above the cost of paying enforceable obligations.
- ✓ *Direct RDA Staffing* (Savings \$212,000) – Two positions administer the redevelopment programs. Given the State elimination of redevelopment agencies, the funding of the Redevelopment Coordinator and the Assistant Project manager positions is not included in the revised budget.
- ✓ *Transfer Graffiti to Streets* (Savings \$130,000) – The Graffiti Program has been effective in the timely elimination of graffiti and the prosecution of offenders. The budget proposes that the Graffiti Program be absorbed into the Street Division. This transfer of duties will reduce the ability to respond timely to erase the unwanted graffiti blight. The Graffiti Coordinator position and Maintenance Worker have been excluded from the FY 2012-13 budget.
- ✓ *Reduce Administrative Positions* (Savings \$245,000) - Redevelopment related activity had a sizable impact on the work load of administrative staff positions. Redevelopment issues such as complex project development, development negotiations, zoning issues, financial analysis, financial reporting, bond financing, environmental review, and community input. Given the reduction in staff time related to redevelopment issues, the revised budget proposes the reduction of the Human Resources Manager position. Additionally, the City Manager will review reducing a finance management position. Further rightsizing of the organization will likely be needed in future years as workload demands change.
- ✓ *Modifications to Recreation and Park Programs* (Savings \$85,000) – The combination of a reduction in total hours recreation staffing, changing of hours of operation, recreation and rental fee increases, termination of a park maintenance contract, and
- ✓ *Eliminate Fireworks Funding* (Savings \$30,000) – Funding after July 4 , 2012 would be eliminated.
- ✓ *Eliminate Public Relations Contract* (Savings \$15,000)
- ✓ *Continue to explore revenue opportunities* – Parking enforcement, parking ticket collection, expansion of the vacation rental area, and advertising.

Five Year Projection

The five year projection compares ongoing resources with ongoing requirements. Exhibit 1 details the measures taken to address the deficit. The exhibit demonstrates that continued efforts are needed to offset the potential increases in Sheriff costs and retirement costs. The proposed measures for next year and the continued implementation of Workshop directives rebalance the General Fund budget in the short term. However, continued review and actions will be necessary to balance the out years.

In the years before the economic slowdown, the growth in property tax related revenues offset increases in inflationary costs such as the Sheriff's contract. The County Assessor's Office has release their preliminary estimate of assessed value. Their preliminary estimate is for assessed value to remain flat. This estimate is encouraging given this is the first time since 2008 that assessed value has not declined in the City. An inflationary 2% increase would increase property tax revenues by approximately \$80,000. Additionally, an increase in assessed value is expected upon the completion of the new hotel. The hotel should add approximately \$65,000 per year to property tax related revenues.

Onetime Costs in Fiscal Year 2012-13

It is anticipated that next year will require use of onetime contingency funds to address onetime costs such as uncertainty relative to redistribution of redevelopment tax increment funds, increase attorney costs to address illegal AB 26 impacts, training costs, and employee termination costs

Employee Placement

The proposed budget eliminates the following positions: Graffiti Abatement Coordinator, Maintenance Worker, Human Resources Manager, Redevelopment Coordinator, Assistant Project Manager, CIP Manager (when capital funding offsets are not sufficient), Public Works Inspector (when capital funding offsets are not sufficient), and a finance management position (upon City Manager review).

In April the City offered a voluntary separation incentive program. As of the writing of this report, nine people have requested a separation agreement for their review and three have returned a signed agreement.

In addition, the proposed budget includes a sewer maintenance worker to address a backlog in the annual sewer mainline cleaning, emergency equipment maintenance, and other preventive maintenance programs. This position would be funded from sewer funds to address a backlog over the next two years until the new CIP projects eventually reduce workload demands.

The City will attempt to minimize layoffs by attempting to match the impacted positions with the open positions.

FISCAL IMPACT:

The Redevelopment Agency provided approximately \$1.8 million of ongoing programs and interest income. With the above mentioned adjustments, the City's Fiscal Year 2012-13 Operating Budget balances ongoing resources with ongoing revenues. Onetime funding is needed to offset onetime costs related to the State's elimination of redevelopment agencies.

DEPARTMENT RECOMMENDATION:

It is recommended that the City Council provide feedback on the Proposed Budget and staff will return with the budget for City Council approval at the next Council meeting.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary R. Brown, City Manager

Exhibit 1 Five Year General Fund Projection

City of Imperial Beach
Five Year General Fund Projection

EXHIBIT 1

	Revised FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
Revenues					
Property Tax	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000
VLF in Lieu	2,110,000	2,110,000	2,110,000	2,110,000	2,110,000
Port Contract Services	3,890,000	3,890,000	3,890,000	3,890,000	3,890,000
Sales Tax	766,000	766,000	766,000	766,000	766,000
Pass Thru	400,000	400,000	400,000	400,000	400,000
T.O. Tax	210,000	210,000	210,000	210,000	210,000
All Other Revenue	7,506,479	7,506,479	7,506,479	7,506,479	7,506,479
Subtotal Revenue	16,582,479	16,582,479	16,582,479	16,582,479	16,582,479
Expenses					
Employee Costs	5,765,745	5,765,745	5,765,745	5,765,745	5,765,745
Former RDA Program Admin	212,000	212,000	212,000	212,000	212,000
RDA Graffiti Program	130,000	130,000	130,000	130,000	130,000
Former RDA Shared Support	483,000	483,000	483,000	483,000	483,000
Former AVA Program	20,000	20,000	20,000	20,000	20,000
Sheriff Contract	5,650,000	5,650,000	5,650,000	5,650,000	5,650,000
All Other Expense	5,592,430	5,592,430	5,592,430	5,592,430	5,592,430
Subtotal Expense	17,853,175	17,853,175	17,853,175	17,853,175	17,853,175
Net Change per Year	(1,270,696)	(1,270,696)	(1,270,696)	(1,270,696)	(1,270,696)
Sheriff Contract Increases	-	(169,000)	(373,000)	(584,000)	(757,500)
Loss Of RDA Loan Interest	(440,000)	(440,000)	(440,000)	(440,000)	(440,000)
Administrative Allowance	250,000	250,000	250,000	250,000	250,000
TI Distribution back to IB	560,000	560,000	560,000	560,000	560,000
Hotel Tax Growth	100,000	215,000	215,000	215,000	215,000
Retirement Cost Increase		(35,000)	(70,000)	(70,000)	(70,000)
RDA Program Admin Savings	212,000	212,000	212,000	212,000	212,000
Reduce Graffiti program	130,000	130,000	130,000	130,000	130,000
Reduce shared support Positions	245,000	245,000	245,000	245,000	245,000
Reduce Vehicle Abatement	20,000	20,000	20,000	20,000	20,000
Eliminate Parks Contract	36,000	36,000	36,000	36,000	36,000
Reduce Recreation Hours	29,000	29,000	29,000	29,000	29,000
Increase Rec Fees	20,000	20,000	20,000	20,000	20,000
Special Events Savings	30,000	30,000	30,000	30,000	30,000
Cut Pubic Relations contract	15,000	15,000	15,000	15,000	15,000
Fee Increases		55,000	75,000	75,000	75,000
Vacation Rentals		-	75,000	75,000	75,000
Add'l Reduction Support Positions		115,000	115,000	115,000	115,000
Further Restructuring			50,000	50,000	50,000
Decrease Sheriff Positions			100,000	100,000	100,000
Other	63,696				
Property Tax - Hotel & Growth		65,000	65,000	150,000	235,000
Parking Enforcement / Collection					
Advertising					
Franchise Fee: Water			-	-	-
Close Friday					
CIP Offset					
Net Change per Year	-	82,304	88,304	(37,696)	(126,196)



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: JUNE 6, 2012

ORIGINATING DEPT.: PUBLIC WORKS *HAL*

SUBJECT: RESOLUTION APPROVING AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF IMPERIAL BEACH AND BDS ENGINEERING, INC. FOR CITY ENGINEER SERVICES DATED DECEMBER 16, 2009 ON SPECIFIC PROJECTS

BACKGROUND: On May 16, 2012, City Council adopted resolution no. 2012-7194 awarding the City Engineer Services contract to Atkins North America, Inc. effective July 1, 2012. BDS Engineering, Inc., the current provider of City Engineer Services, Agreement expires June 30, 2012.

DISCUSSION: BDS Engineering, Inc. has designed two capital street improvement projects that will not be completed before the Professional Services Agreement expires June 30, 2012. It would be helpful to have the engineer who designed these projects continue with the Contract administration until the completion of the Projects. Staff expects that these two projects should be constructed and completed by December 31, 2012. Additionally BDS Engineering, Inc. has worked on various Development Projects over the years they have been the City Engineer. Occasionally there are Development Projects that require additional planning work before the project is approved, or projects that were initiated get placed on hold. It is possible that staff would find it prudent to task BDS Engineering to complete the Development Project review after June 30, 2012 if the Project had been initially assigned to them before June 30, 2012. Thus Attachment 2 is an amendment to the Agreement for Professional Engineering Services between the City of Imperial Beach and BDS Engineering, Inc., dated December 16, 2009 to provide for the completion of the two CIP projects and if necessary any Development Projects that were initially reviewed by BDS Engineering but were not approved before June 30, 2012.

The amendment as written will expire on December 31, 2012.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

No new or additional costs to be incurred. The Construction Administration costs are part of an existing agreement for services or are billable on a time and materials basis currently within the project budgets.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Adopt attached resolution approving the Amendment to the Agreement for Professional Engineering Services between the City of Imperial Beach and BDS Engineering, Inc. dated December 16, 2009
3. Authorize the City Manager to sign the Amendment to the Agreement for Professional Engineering Services between the City of Imperial Beach and BDS Engineering, Inc. dated December 16, 2009.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7202
2. Amendment to the Agreement for Professional Engineering Services between the City of Imperial Beach and BDS Engineering, Inc. dated December 16, 2009.

RESOLUTION NO. 2012-7202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF IMPERIAL BEACH AND BDS ENGINEERING, INC. FOR CITY ENGINEER SERVICES DATED DECEMBER 16, 2009 ON SPECIFIC PROJECTS

WHEREAS, on May 16, 2012, City Council adopted resolution no. 2012-7194 awarding the City Engineer Services contract to Atkins North America, Inc. effective July 1, 2012; and

WHEREAS, BDS Engineering, Inc., the current provider of City Engineer Services, Agreement expires June 30, 2012; and

WHEREAS, BDS Engineering, Inc. has designed two capital street improvement projects that will not be completed before the Professional Services Agreement expires June 30, 2012; and

WHEREAS, BDS Engineering, Inc. has worked on various Development Projects over the years they have been the City Engineer; and

WHEREAS, occasionally there are Development Projects that require additional planning work before the project is approved, or there are projects that were previously initiated but get placed on hold; and

WHEREAS, it is possible that staff would find it prudent to task BDS Engineering to complete the Development Project review after June 30, 2012 if the Project had been initially assigned to them before June 30, 2012; and

WHEREAS, an amendment to the Agreement for Professional Engineering Services between the City of Imperial Beach and BDS Engineering, Inc. to complete the two CIP projects and if necessary any Development Projects that were initially reviewed by BDS Engineering but were not approved before June 30, 2012 is necessary to provide for the completion of these projects.

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. Amendment to the Agreement for Professional Engineering Services between the City of Imperial Beach and BDS Engineering, Inc. is approved.
3. The City Manager is authorized to sign the Amendment to the Agreement for Professional Engineering Services between the City of Imperial Beach and BDS Engineering, Inc.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of June 2012, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

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



City of Imperial Beach
AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES

BETWEEN THE CITY OF IMPERIAL BEACH AND
BDS ENGINEERING, INC.
FOR CITY ENGINEER SERVICES ON SPECIFIC PROJECTS

This Amendment to the Agreement for Professional Services (the "Amendment") is hereby entered into this ____ day of _____ 2012, by and between the CITY OF IMPERIAL BEACH (the "CITY") and BDS ENGINEERING, Inc. (the "CONSULTANT").

RECITALS

WHEREAS, the CITY and CONSULTANT entered into an Agreement for Professional Services ("Agreement") pursuant to Resolution No. 2009-6833 passed on December 16, 2009; and

WHEREAS, that Agreement provided that CONSULTANT would furnish City Engineer services consistent with Gov. Code 66414.5; 66470; 66499.51(b), Government Code § 4000 et. seq.), and Bus. & Prof. Code § 6730.2 and would terminate on June 30, 2012; and

WHEREAS, CITY has selected a new engineering firm to provide the services currently provided by CONSULTANT under the Agreement; and

WHEREAS, rather than letting the current Agreement expire on June 30, 2012, at this time, CITY and CONSULTANT desire to amend the Agreement to allow CONSULTANT to complete certain projects for which the CONSULTANT currently provides services.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY WHICH IS HEREBY ACKNOWLEDGED, CITY AND CONSULTANT AGREE AS FOLLOWS:

1. MODIFICATION TO SCOPE OF SERVICES

Exhibit "A" of the Agreement is amended to include the new Exhibit "A-1", consisting of the revised Scope of Services for this Amendment. CONSULTANT shall cease performing services under the old Exhibit "A" of the Agreement on June 30, 2012.

2. MODIFICATION TO COMPENSATION

Exhibit "B" of the Agreement is amended to include the new Exhibit "B-1", consisting of the revised Rate Schedule and compensation for service performed under Exhibit "A-1".

3. MODIFICATION TO LENGTH OF CONTRACT

Section 4 of the Agreement is modified so that performance related to the revised scope of services under the new Exhibit "A-1" shall continue until December 31, 2012. Notwithstanding the foregoing, the Agreement may still be terminated in accordance with Section 15 of the Agreement.

4. GENERAL TERMS AND CONDITIONS

- (a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- (b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- (c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- (d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF IMPERIAL BEACH,
A municipal corporation

CONSULTANT/CONSULTANT:

City Manager

Name/Title of Signatory

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

Public Works Director

EXHIBIT "A-1"
AMENDED SCOPE OF SERVICES

1. ENGINEERING SERVICES

A. Project Specific Services: Under the direction of the Public Works Director, to administer functions pertaining to the engineering needs of the CITY related to the following projects (the "Projects"):

- (1) Street Improvements RDA Phase 4/5 – CIP S11-105
- (2) RTIP FY 10-11 (Street Improvements) – CIP S11-101

B. Tasks Related to Project Specific Services: Services provided by CONSULTANT on the Projects, which shall be under the direction of the Public Works Director, may include, but not be limited to the following:

1. City Engineer services consistent with Gov. Code 66414.5; 66470; 66499.51(b), Government Code § 4000 et. seq., and Bus. & Prof. Code § 6730.2.
2. Analyze and recommend engineering programs to the Public Works Director consistent with budget limitations of the CITY.
3. Attend meetings with CITY staff, public officials, community leaders, developers, contractors and the general public pertinent to development projects, as requested by the CITY.
4. Provide engineering review and comments on land development projects, planning matters and planning programs.
5. Make recommendations pertaining to development controls upon request.
6. Provide general engineering consultation regarding such items as beach erosion, street signing and striping programs, etc.
7. Investigate special traffic hazard locations and make appropriate recommendations.
8. In coordination with the City Attorney, develop and implement procedures for the preparation, acceptance, recording, and filing of property rights attained by the CITY.
9. Review existing street maintenance procedures, determine the options available to the CITY and make appropriate recommendations.
10. Review existing procedures for maintenance and operation of storm drains, lighting, street medians, and other activities the responsibility of the CITY. Determine the options available to the CITY and make appropriate recommendations

C. Development Control: Upon specific and separate authorization by CITY, perform the following engineering services related to the Projects:

1. In cooperation with the Public Works Director, establish and implement a procedure for providing engineering recommendations on proposed development. This would involve, the review of each tentative development plan and providing recommendations on control.

2. Develop a procedure and implement the engineering review and approval of final maps, parcel maps, record of survey, grading plans and improvement plans.

3. Develop procedures for construction observation and other matters pertaining to the orderly processing of development after its approval by the City Council.

4. Review and make recommendations as to the adequacy of engineering master plans.

5. Review and check land division maps and records of survey to secure conformance with applicable CITY standards and the California Map Act.

6. Review and check grading plans and improvement plans for facilities under the jurisdiction of the CITY that are prepared by private developers or other agencies to secure conformance with CITY design standards.

7. Establish performance, labor and material bond amounts when required and require the posting of such securities and other development fee/deposits within the proper time sequence of such development review.

8. Provide construction observation during construction of improvements by private developers to assure compliance with CITY standards.

9. Establish working relationships with the various public utility companies whose facilities encroach in the public right-of-way.

10. Review Storm Water Control Plan submittals and Storm Water Pollution Prevention Plans submittals from private developers or consultants for public projects. Prepare written comments and recommendations relative to these plans's compliance with the current environmental regulations.

D. Capital Projects: Upon specific and separate authorization by CITY, perform the following engineering services related to the Projects:

1. Prepare preliminary studies, designs, and cost estimates for CITY capital improvement projects.

2. Prepare plans, specifications, and contract documents for said capital improvement projects. One set (originals) of the approved plans, specifications and contract documents shall be furnished to the CITY to be reproduced by CITY for bidding purposes.

3. Assist CITY in bid process including bid opening, review of bids, and recommendation on award.

4. Provide office and field engineering during construction phase of capital improvement projects.

E. Construction Management: Upon specific and separate authorization by CITY, provide construction management services related to the Projects as follows:

1. Provide contract administration during the course of construction of CITY capital improvement projects to include construction observation to assure compliance with contract

documents, review and approval of contractor request for payment, and issuance of certificates of completion.

2. Provide field surveys, as required.
3. Provide material testing, as required.

F. Other Services: Upon specific and separate authorization by CITY, provide other engineering services related to the Projects as listed below:

1. Traffic engineering studies.
2. Real property services, including acquisition and relocation assistance.
3. Assessment engineering.
4. Flood control studies.
5. Landscape architecture.
6. Design survey and mapping.
7. Other studies, investigations, and reports, as directed.

EXHIBIT "B-1"
AMENDED RATE SCHEDULE

The Rate Schedule below is a part of the Agreement between the City of Imperial Beach and BDS ENGINEERING, INC. for Various Engineering and Administrative Services related to the Projects (as defined under Exhibit A-"1") and shall serve as a basis for CONSULTANT'S compensation for services rendered.

- A. For Development Control services provided pursuant to paragraph 1.C. of Exhibit "A," compensation to CONSULTANT shall be on an hourly basis as such hourly rates are set forth herein.
- B. For Capital Project, Construction Management, and Other Services provided pursuant to paragraphs 1.D, 1.E, and 1.F. of Exhibit "A" CONSULTANT shall be compensated as set forth herein.
- C. For Capital Project services provided pursuant to paragraph 1.D. of Exhibit "A," compensation to CONSULTANT shall be on an hourly basis as such hourly rates are set forth herein.
- D. For Construction Management services provides pursuant to paragraph 1.E. of Exhibit "A," compensation shall be on an hourly basis, up to the previously agreed maximum amount.
- E. For Other Services provided pursuant to paragraph 1.F. of Exhibit "A," compensation shall be on an hourly basis as such hourly rates are set forth herein.
- F. For services provided by a sub consultant, such services shall be provided to CITY at Consultant's actual cost.

RATE SHEDULE FOR ENGINEERING SERVICES

OFFICE ENGINEERING

Principal Engineer	\$165.00
Engineer	140.00
Assistant Engineer or Design Draftsperson	122.00
Computer Aided Drafting	95.00
Engineering Technician or Draftsperson	93.00
Construction Inspector	100.00
Word Processing/Clerical and Pickup and Delivery	62.00
Expert Testimony	395.00

FIELD ENGINDEERING AND SERVEYING

2-Man Field Party (Non Prevailing Wage)	\$215.00
2-Man Field Party (Prevailing Wage)	\$260.00

OUTSIDE SERVICES / MATERIALS / REIMBURSABLES.. **Cost Plus 10%** (Includes but not limited to Sub-consultant fees, printing, photo services, delivery services, mileage at current approved State of CA rate.)



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: JULY 6, 2011
ORIGINATING DEPT.: JACQUELINE M. HALD, MMC, CITY CLERK

SUBJECT: DESIGNATION OF VOTING DELEGATE AND ALTERNATE
FOR LEAGUE OF CALIFORNIA CITIES ANNUAL
CONFERENCE – SEPTEMBER 5 - 7, 2012

BACKGROUND AND DISCUSSION:

The League's 2012 Annual Conference is scheduled for September 5 through September 7, in San Diego. An important part of the Annual Conference is the Annual Business Meeting, scheduled for Friday, September 7. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate by City Council action. In the event that the designated voting delegate is unable to serve in that capacity, up to two alternate voting delegates may be appointed. The voting delegate and alternate(s) must be registered to attend the conference.

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL IMPACT:

None.

DEPARTMENT RECOMMENDATION:

1. City Council designate a voting delegate and up to two voting alternates for the 2012 League Annual Conference and
2. Direct the City Clerk to complete and submit a Voting Delegate/Alternate Form to the League's office by Wednesday, August 15, 2012.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Item No. 6.5

**Staff Report
to be provided prior to
City Council Meeting**

STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

TO: CHAIR AND MEMBERS OF THE SUCCESSOR AGENCY

FROM: GARY BROWN, EXECUTIVE DIRECTOR

MEETING DATE: June 6, 2012

ORIGINATING DEPT.: Michael McGrane, Finance Director

SUBJECT: Adoption of Resolution No. SA-12-08 of the Imperial Beach Redevelopment Agency Successor Agency Approving the Successor Agency's Administrative Budget and Related Actions

BACKGROUND:

Section 34177(j) of AB X1 26 ("AB 26") requires the Successor Agency to prepare an Administrative Budget for each six-month fiscal period and submit the Administrative Budget to the Oversight Board for approval. The Administrative Budget shall include all of the following: (i) estimated amounts for Successor Agency administrative costs for the upcoming six-month fiscal period; (ii) proposed sources of payment for Successor Agency administrative costs; and (iii) proposals for arrangements for administrative and operations services provided by the City or other entity.

Section 34177(k) of AB 26 requires the Successor Agency to provide to the San Diego County Auditor-Controller for each six-month fiscal period the administrative cost estimates from its approved Administrative Budget that are to be paid from property tax revenues (i.e. former tax increment revenues) deposited in the County's Redevelopment Property Tax Trust Fund established for the Successor Agency.

This report seeks the Successor Agency's approval of the Administrative Budget and the Successor Agency's authorization to forward the Administrative Budget to the Oversight Board for its review and approval and to forward the information required by Section 34177(k) to the County Auditor-Controller for the six month period from July 2012 through December 2012.

FISCAL IMPACT:

The Administrative Budget for the period of July 1, 2012 through December 31, 2012 totals \$415,637. The Administrative Budget includes costs such as: staffing services related to Oversight Board meetings, paying enforceable obligations, accounting functions, clerk functions, successor agency legal counsel, and other similar administrative expenses. AB 26 authorizes the payment of the administrative cost allowance to the Successor Agency in the amount equal, subject to Oversight Board approval, the greater of a minimum of \$250,000 or up to three percent of the property tax allocated to the Successor Agency. In addition to the administrative cost allowance under AB 26, payment from property tax revenues will be sought to pay administrative costs related to statutory enforceable obligations listed on the Successor Agency's ROPS.

ENVIRONMENTAL DETERMINATION:

Pursuant to Title 15 of the California Code of Regulations, Section 15378(b)(4), this item is not subject to the California Environmental Quality Act ("CEQA") review because the recommended approvals are not considered a project, and are governmental funding mechanisms and fiscal activities that do not involve any commitment to any specific project which may result in a potentially significant environmental impact.

DEPARTMENT RECOMMENDATION:

Staff recommends the Successor Agency:

1. Adopt Resolution No. SA-12-08 Administrative Budget.

EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, Executive Director

Attachments:

1. Resolution No. SA-12-08 Administrative Budget

RESOLUTION NO. SA-12-08**RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE ADMINISTRATIVE BUDGET AND RELATED ACTIONS**

WHEREAS, the Imperial Beach Redevelopment Agency (“Redevelopment Agency”) was a redevelopment agency in the City of Imperial Beach (“City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (“Redevelopment Law”); and

WHEREAS, the City Council has adopted redevelopment plans for Imperial Beach’s redevelopment project areas, and from time to time, the City Council has amended such redevelopment plans; and

WHEREAS, the Redevelopment Agency was responsible for the administration of redevelopment activities within the City; and

WHEREAS, AB x1 26 (“AB 26”) and AB x1 27 (“AB 27”) were signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the California Health and Safety Code (“Health and Safety Code”); and

WHEREAS, the California Redevelopment Association and League of California Cities filed a lawsuit in the Supreme Court of California (*California Redevelopment Association, et al. v. Matosantos, et al.*, Case No. S194861) alleging that AB 26 and AB 27 were unconstitutional; and

WHEREAS, on December 29, 2011, the Supreme Court issued its opinion in the *Matosantos* case largely upholding as constitutional AB 26, invalidating as unconstitutional AB 27, and holding that AB 26 may be severed from AB 27 and enforced independently; and

WHEREAS, the Supreme Court generally reformed and revised the effective dates and deadlines for performance of obligations under Health and Safety Code Part 1.85 of AB 26 arising before May 1, 2012 to take effect four months later, while leaving the effective dates or deadlines for performance of obligations under Health and Safety Code Part 1.8 of AB 26 unchanged; and

WHEREAS, as a result of the Supreme Court’s decision, and on February 1, 2012, all California redevelopment agencies were dissolved, successor agencies were established as successor agencies to the former redevelopment agencies pursuant to Health and Safety Code Section 34173, and successor agencies are tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and winding down the affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency under AB 26 (“Successor Agency”); and

WHEREAS, Section 34179 of AB 26 establishes a seven (7) member local entity with respect to each successor agency and such entity is titled the “oversight board.” The oversight board has been established for the Successor Agency (hereinafter referred to as the “Oversight Board”) and all seven (7) members have been appointed to the Oversight Board pursuant to Section 34179. The duties and responsibilities of the Oversight Board are set forth in Sections

34179 through 34181 of AB 26; and

WHEREAS, Section 34177(j) of AB X1 26 (“AB 26”) requires the Successor Agency to prepare an administrative budget for each six-month fiscal period and submit the administrative budget to the Oversight Board for approval. The administrative budget shall include all of the following: (i) estimated amounts for Successor Agency administrative costs for the upcoming six-month fiscal period; (ii) proposed sources of payment for Successor Agency administrative costs; and (iii) proposals for arrangements for administrative and operations services provided by the City or other entity; and

WHEREAS, Section 34177(k) of AB 26 requires the Successor Agency to provide to the San Diego County Auditor-Controller for each six-month fiscal period the administrative cost estimates from its approved administrative budget that are to be paid from property tax revenues (i.e. former tax increment revenues) deposited in the County’s Redevelopment Property Tax Trust Fund established for the Successor Agency; and

WHEREAS, staff of the Successor Agency seeks the Successor Agency’s approval of the administrative budget for the period of July 1, 2012 through December 31, 2012 (“Administrative Budget”), in the form attached to this Resolution as Exhibit “A”, and the Successor Agency’s authorization to submit the approved Administrative Budget to the Oversight Board for its approval and to forward the information required by Section 34177(k) to the San Diego County Auditor-Controller; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq.*, hereafter the “Guidelines”), and the City’s environmental guidelines; and

WHEREAS, this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

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

- Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any rights the Successor Agency may have to challenge the effectiveness and/or legality of all or any portion of AB 26 through administrative or judicial proceedings.
- Section 3.** The Successor Agency’s Administrative Budget for the period of July 1, 2012 through December 31, 2012, which is attached hereto as Exhibit “A”, is approved and adopted.

Section 4. The Executive Director, or designee, is hereby authorized and directed to: i) submit the approved Administrative Budget to the Oversight Board for its review and approval; and ii) submit to the San Diego County Auditor-Controller the administrative cost estimates from the Administrative Budget that are to be paid from property tax revenues deposited in the County's Redevelopment Property Tax Trust Fund established for the Successor Agency; and (iii) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency.

Section 5. The Successor Agency determines that this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines.

Section 6. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED by the Imperial Beach Redevelopment Agency Successor Agency at its meeting held on the 6th day of June 2012, by the following vote:

AYES: **BOARDMEMBERS:** **NOES:** **BOARDMEMBERS: NONE**
ABSENT: **BOARDMEMBERS:** **NONE**

JAMES C. JANNEY
CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, MMC
SECRETARY

EXHIBIT "A"

**IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY
ADMINISTRATIVE BUDGET
FOR THE PERIOD OF JULY 1, 2012 THOUGH DECEMBER 31, 2012**

(See Attachment)

Position Title	Salary	Total Labor Cost	% Time Working on SA	Monthly SA Cost
<input type="checkbox"/> ADMINISTRATIVE SECRETARY II	\$3,802	\$5,498	30%	\$1,649
	\$3,752	\$5,499	25%	\$1,375
<input type="checkbox"/> ASST CM/COMM DEV DIRECTOR	\$10,846	\$14,645	75%	\$10,984
<input type="checkbox"/> CITY CLERK	\$9,110	\$12,328	50%	\$6,164
<input type="checkbox"/> CITY MANAGER	\$12,733	\$17,023	70%	\$11,916
<input type="checkbox"/> CLERK TYPIST	\$2,803	\$4,309	50%	\$2,154
<input type="checkbox"/> FINANCE DIRECTOR	\$9,649	\$13,230	90%	\$11,907
<input type="checkbox"/> FINANCE SUPERVISOR	\$5,897	\$8,256	50%	\$4,128
<input type="checkbox"/> PUBLIC WORKS DIRECTOR	\$9,649	\$12,396	20%	\$2,479
<input type="checkbox"/> REDEVELOPMENT COORDINATOR	\$6,783	\$9,459	25%	\$2,365
<input type="checkbox"/> SENIOR ACCOUNT TECHNICIAN	\$3,149	\$4,645	20%	\$929
Total Labor Cost	\$78,172	\$107,289		\$56,051
	Total for 6 Month Period			\$335,637
SA General Attorney				\$40,000
SA RDA Attorney				\$40,000
				\$415,637
Source of Funding:				
Property Tax formerly tax increment funds				\$415,637