



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

MARCH 18, 2015

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

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.

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.*

PRESENTATIONS (1.1-1.3)

- 1.1* RECOGNITION OF IMPERIAL BEACH RESIDENT FOR SUCCESSFUL CARDIO-PULMONARY RESUSCITATION (CPR) SAVE. (0410-30)**
- 1.2* PROCLAMATION IN RECOGNITION OF ENVIRONMENTAL AWARENESS MONTH. (0230-40)**
- 1.3* PRESENTATION ON SOUTH COUNTY ECONOMIC DEVELOPMENT COUNCIL'S 5 YEAR ECONOMIC DEVELOPMENT VISIONING PROJECT. (0140-45)**

* No staff report.

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.

CONSENT CALENDAR (2.1-2.7)-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.

Recommendation: Approve the Regular City Council Meeting Minutes of February 4, 2015.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Recommendation: Ratify the following registers: Accounts Payable Numbers 86215 through 86318 with a subtotal amount of \$1,596,195.97 and Payroll Checks/Direct Deposits 46448 through 46460 for a subtotal amount of \$140,195.14 for a total amount of \$1,736,391.11.

2.3 CONSIDERATION OF RESOLUTION NO. 2015-7557 APPROVING A ONE (1) YEAR EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES FOR EMPLOYEE BENEFITS BROKER OF RECORD SERVICES AND WAIVER OF THE FIVE (5) YEAR BID REQUIREMENT. (0520-60)

Recommendation: Adopt resolution.

2.4 RESOLUTION NO. 2015-7558 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)

Recommendation: Adopt resolution.

2.5 RESOLUTION'S 2015-7561, SA-15-48 AND HA-15-17 APPROVING A FIVE YEAR AGREEMENT WITH LANCE, SOLL & LUNGHARD TO PERFORM THE FINANCIAL AUDIT OF THE CITY OF IMPERIAL BEACH, THE IMPERIAL BEACH REDEVELOPMENT SUCCESSOR AGENCY, AND THE IMPERIAL BEACH HOUSING AUTHORITY. (0310-95)

Recommendation: Adopt resolutions.

2.6 RESOLUTION NO. 2015-7560 DECLARING APRIL AS "ENVIRONMENTAL AWARENESS MONTH" IN THE CITY OF IMPERIAL BEACH. (0230-40)

Recommendation: Adopt resolution.

2.7 RESOLUTION NO. 2015-7559 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER CONFIRMATION OF THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION (0270-40)

Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3.1)

3.1 CONSIDERATION AND FIRST READING OF ORDINANCE NO. 2015-1150 AMENDING CHANGES IMPERIAL BEACH MUNICIPAL CODE CHAPTER 15.50 (FLOOD DAMAGE PREVENTION). (0770-95)

Recommendation: That the City Council introduce the First Reading of Ordinance No. 2015-1150 by title only and waive full reading of the ordinance which amends Chapter 15.50 of the Imperial Beach Municipal Code (Flood Damage Prevention) by adding specific references to Federal Regulations and California empowerment statutes.

PUBLIC HEARINGS (4.1)

4.1 RESOLUTION NO. 2015-7556 OF THE CITY OF IMPERIAL BEACH, CALIFORNIA ADJUSTING A REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PLAN (RTCIP) FEE FOR FISCAL YEAR 2015-2016. (0680-95)

Recommendation: Adopt resolution.

REPORTS (5.1-5.4)

5.1 DEMONSTRATION ROUNDABOUT (9TH AND DONAX) STUDY REPORT. (0720-90)

Recommendation:

1. Receive a report on potential modifications to the existing Roundabout based on the 3-month observation and information about the Demonstration Roundabout Study report as drafted by KOA Corporation and found in attachment 1 of the staff report.
2. Provide staff direction on the next step(s) (as identified in the staff report) relative to the 9th and Donax Avenue Roundabout evaluation.

5.2 REPORT ON THE RECOVERY STRATEGY FOR THE TIJUANA RIVER VALLEY. (0770-87)

Recommendation:

1. That the City Council receive the report;
2. City staff and a representative from the San Diego Regional Water Quality Control Board present a brief overview of strategy; and
3. Staff answers questions on the Recovery Strategy.

5.3 DISCUSSION REGARDING THE DISPOSITION OF THE 1993 WESTATES FIRE ENGINE. (0380-45)

Recommendation: That City Council reviews the report and provides direction to Public Safety as to the preferred disposition of the 1993 Westates fire engine now that the 2014 Pierce engine is in service.

5.4 APPOINTMENT PROCEDURE FOR MEMBERS OF COMMUNITY BOARDS, COMMITTEES AND COMMISSIONS. (0120-95)

Recommendation: Implement an interview procedure that includes an open interview with candidates for community boards, committees and commissions, with a process to reduce the number of candidates when a large number of candidates apply, and inclusion of a written supplement to obtain information that should not be part of a public interview.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (6)

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURN REGULAR MEETING

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.ImperialBeachCA.gov

_____/s/
Jacqueline M. Hald, MMC
City Clerk

MINUTES

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

FEBRUARY 4, 2015

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

REGULAR MEETING – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

Mayor Dedina called the Regular City Council meeting to order at 6:00 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Spriggs, Bragg, Patton
Councilmembers absent:	None
Mayor Present:	Dedina
Mayor Pro Tem present:	Bilbray (arrived at 6:16 p.m.)
Staff Present:	City Manager Hall, City Attorney Lyon, City Clerk Hald, Assistant City Manager Wade, Public Safety Director Clark Public Works Director Levien, Administrative Services Director Bradley

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Girl Scout Troops 5203 and 6116.

AGENDA CHANGES

None.

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

Councilmember Patton announced that on Saturday, February 7th there will be a July 4th fireworks fundraiser at Seaside Candy called I Love Wine & Chocolate.

Councilmember Bragg announced it was the 129th birthday of Ye Old Plank Inn. She thanked the Ye Old Plank Inn for being a great local business and a great supporter of the Chamber of Commerce. She reported on the Trolley Launch that was held at the 8th Street Trolley Station. She announced that she was nominated to serve as the MTS alternate on the SANDAG Transportation Committee. She reported that she, along with Councilmembers Patton and Mayor Pro Tem Bilbray, attended the SANDAG retreat. She asked that the rosters for MTS and SANDAG be given to the members of City Council.

Councilmember Patton asked that the Agenda from that meeting also be distributed to the members of City Council.

Councilmember Spriggs reported on his attendance at the South County Economic Development Council meeting. He spoke regarding the wonderful collaboration between the citizens and government on the iconic events of the City, such as the fireworks and the Sandcastle event.

Mayor Dedina announced the following events: the State of the City Address on February 9th, that Assembly Speaker Toni Atkins would make an appearance at the IB Library and participate in the Bayfront Shoreline Cleanup on February 21st, and the Symphony by the Sea event is on March 14th.

COMMUNICATIONS FROM CITY STAFF

City Manager Hall stated that the Taste of IB event will also be held on March 14^h.

PUBLIC COMMENT

Mayor Dedina reiterated the rules regarding public comments. He stated the City moved from Roberts Rules of Order to Rosenberg Rules of Order, which are more concise.

Brenda Lollis made comments against homeless people not being able to live in a vehicle (she was opposed to Item No. 2.2).

Barbara Preston made comments on the same issue. She said Section 85.02 of the Los Angeles Municipal Code, which she said is similar to the proposed ordinance, was ruled unconstitutional in 2014. She urged the City Attorney to look into that.

Agustin Rojas submitted a video relating to the temporary roundabout on 9th and Donax. He expressed concern about dangerous situations caused by the roundabout.

City Manager Hall stated the reason Ordinance No. 2015-1149 was being amended was because of the Los Angeles Municipal Code case. He also stated that an update on the roundabout will be presented to City Council for discussion in March.

PRESENTATIONS (1.1-1.2)

1.1 RECOGNITION OF FIRE PREVENTION WEEK POSTER CONTEST WINNERS. (0410-30).

Firefighter Matt Collins presented certificates to the following Fire Prevention Week poster contest winners:

Central Elementary Teacher- Mr. Prunty	Student Winner - Matayas Alaford
Imperial Beach Charter Teacher - Ms. Mendez	Student Winner - Ava Hillard
Bayside elementary Teacher - Mrs. Bajo	Student Winner - Veronica Olguin
Oneonta Elementary Teacher- Mrs. Uribe	Student Winner – Mersadie Curry

1.2 PRESENTATION OF PROCLAMATION TO SOUTH BAY KIWANIS IN RECOGNITION OF KIWANIS INTERNATIONAL'S 100TH ANNIVERSARY. (0410-30)

Mayor Dedina presented a proclamation to the members of the Imperial Beach South Bay Kiwanis Club in recognition of Kiwanis International's 100th Anniversary.

Shirley Nakawatase announced this September is the South Bay Kiwanis Club's 60th Anniversary.

CONSENT CALENDAR (2.1)

MOTION BY PATTON, SECOND BY BRAGG, TO PULL CONSENT CALENDAR ITEM NO. 2.2 FOR DISCUSSION AT THE END OF THE AGENDA. MOTION CARRIED UNANIMOUSLY.

MOTION BY BILBRAY, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NO. 2.1. MOTION CARRIED UNANIMOUSLY.

2.1 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 85949 through 86048 with a subtotal amount of \$1,137,125.46 and Payroll Checks/Direct Deposits 46399 through 46417 for a subtotal amount of \$148,169.59 for a total amount of \$1,285,295.05.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS (4)

None.

REPORTS (5.1-5.3)

5.1 BI-ANNUAL INVESTMENT REPORT PRESENTED BY CHANDLER ASSET MANAGEMENT. (0350-90).

Administrative Services Director Bradley reported on the item. He reminded City Council that the \$31M in the Fund Balance has already been assigned to designated funds. He introduced Jason Schmidt from Chandler Asset Management who gave a PowerPoint presentation regarding the item.

In response to Councilmember Spriggs' question about the rating of the portfolio, Mr. Schmidt stated the City's portfolio is a very high quality asset which is a net positive to the City's credit rating.

CITY COUNCIL RECEIVED AND FILED THE REPORT.

5.2 PRIORITIZATION OF STREET ENDS FOR THE PORT DISTRICT'S FISCAL YEAR 2014-2018 CAPITAL IMPROVEMENT PROGRAM (CIP) "IMPERIAL BEACH REMAINING STREET ENDS" PROJECT. (0150-70 & 0720-95)

Assistant City Manager Wade reported on the item.

Councilmember Spriggs announced his residence is within 500 ft. of a couple of the street ends and recused himself from discussion of the item. He left Council Chambers at 6:48 p.m.

Councilmembers discussed their priorities for the street ends as follows:

Councilmember Patton spoke in favor of Carnation and Ebony.

Councilmember Bragg spoke in favor of Carnation, Descanso and Encanto. She also supported restroom facilities on south Seacoast Drive.

Mayor Pro Tem Bilbray spoke in favor of Carnation, Ebony, and Descanso because of the flooding issues.

In response to Mayor Dedina's question, Councilmember Patton clarified that he was more in favor of Descanso because it was a true street end with parking spaces and a larger area.

Mayor Dedina stated he is willing to go along with Carnation, Descanso and Ebony.

MOTION BY PATTON, SECOND BY BRAGG, TO ASSIGN PRIORITY FOR STREET END IMPROVEMENTS WITH THE PORT OF SAN DIEGO AND THE CITY OF IMPERIAL BEACH TO CARNATION, EBONY AND DESCANSO. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, BILBRAY, DEDINA
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
DISQUALIFIED: COUNCILMEMBERS: SPRIGGS

5.3 PORT OF SAN DIEGO'S TIDELANDS ACTIVATION PROGRAM – FY 2015-2016 APPLICATION(S). (0150-70)

City Manager Hall introduced the item. City Council discussed the programs they favored most as follows:

Councilmember Patton spoke in favor of the 4th of July fireworks, Symphony by the Sea, and the Cultural Series.

Councilmember Bragg stated she did not vote for a particular one because she liked them all.

Councilmember Spriggs spoke in favor of the Symphony by the Sea and the Cultural Series.

Councilmember Patton stated that after listening to comments from Councilmember Spriggs regarding funding for the fireworks, he changed his mind and decided to take that off his list in hopes that the funds can be obtained by efforts from the City and volunteers.

Councilmember Bragg stated after listening to comments on the fireworks she would like to include the fireworks in the applications to make sure the funds for that event are secure.

Public Safety Director Clark asked City Council to consider submitting an application for funding for the Sun and Sea festival.

Mayor Pro Tem Bilbray stated his priority is with Symphony by the Sea and the Cultural Series.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO IDENTIFY THE SYMPHONY BY THE SEA AS THE NUMBER ONE PRIORITY, THE CULTURAL SERIES AS THE SECOND PRIORITY AND THAT FUNDS FOR THE 4TH OF JULY FIREWORKS WOULD BE PURSUED FROM A DIFFERENT FUNDING SOURCE. MOTION CARRIED UNANIMOUSLY.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (6.1-6.2)

6.1 ADOPTION OF RESOLUTION NO. SA-15-46 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2015 THROUGH DECEMBER 31, 2015 AND RELATED ACTIONS. (0418-50).

Assistant City Manager Wade reported on the item.

MOTION BY PATTON, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. SA-15-46 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2015 THROUGH DECEMBER 31, 2015 AND RELATED ACTIONS. MOTION CARRIED UNANIMOUSLY.

6.2 ADOPTION OF RESOLUTION NO. SA-15-47 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2015 THROUGH DECEMBER 31, 2015 (ROPS 15-16A) AND APPROVING AND RECOMMENDING TO THE OVERSIGHT BOARD THE REALLOCATION OF \$24,861 OF REDEVELOPMENT PROPERTY TAX TRUST FUNDS (RPTTF). (0418-50).

Assistant City Manager Wade reported on the item. He noted that on the Cash Balances page, under column H1, the amount of \$18,029 needs to be added and it will not be a substantive change to the ROPS.

MOTION BY SPRIGGS, SECOND BY PATTON, TO ADOPT RESOLUTION NO. SA-15-47 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2015 THROUGH DECEMBER 31, 2015 (ROPS 15-16A) AND APPROVING AND RECOMMENDING TO THE OVERSIGHT BOARD THE REALLOCATION OF \$24,861 OF REDEVELOPMENT PROPERTY TAX TRUST FUNDS (RPTTF). MOTION CARRIED UNANIMOUSLY.

ITEMS PULLED FROM THE CONSENT CALENDAR (2.2)

2.2 ADOPTION OF ORDINANCE 2015-1149 AMENDING SECTION 10.36.025 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO THE PROHIBITION OF USE OF STREETS FOR HABITATION. (0920-95)

City Manager Hall stated there was an ordinance already in place in IB. However, in the City of Los Angeles lawsuit, the judge stated that some clarifications needed to be made. IB's ordinance was similar to the one in the City of Los Angeles so staff simply updated the ordinance to be consistent with the changes that were suggested in the legal case. Only minor changes were made.

Brenda Lollis shared concerns that she felt the City of Imperial Beach was not homeless friendly. She stated some people are fortunate enough to have a vehicle to stay in for safety and warmth and is concerned the City is taking that away from them.

Councilmember Patton shared his concerns regarding relatives that come to visit and stay for a few days. He stated that there doesn't seem to be a problem with the way the ordinance is written now. If an occasion would arise, he wanted the option to revisit the ordinance.

City Manager Hall responded that there is always that option.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT ORDINANCE 2015-1149 AMENDING SECTION 10.36.025 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO THE PROHIBITION OF USE OF STREETS FOR HABITATION. MOTION CARRIED UNANIMOUSLY.

ADJOURN REGULAR MEETING

Mayor Dedina adjourned the meeting at 8:28 p.m.

Serge Dedina
Mayor

Jacqueline M. Hald, MMC
City Clerk

DRAFT



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: MARCH 18, 2015
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *DSB*
SUBJECT: RATIFICATION OF WARRANT REGISTER

EXECUTIVE SUMMARY:

Approval of the warrant register in the amount of \$ 1,596,195.97 and the payroll checks in the amount of \$140,195.14.

RECOMMENDATION:

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

RATIONALE:

The warrant register is presented providing transparency with regards to City expenditures.

OPTIONS:

- Receive and file the report from the City Manager
- Provide direction to the City Manager to take a specific action

BACKGROUND:

None

ANALYSIS:

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

<u>Vendor:</u>	<u>Check:</u>	<u>Amount:</u>	<u>Description:</u>
City of San Diego	86228	\$615,531.00	Jan-Mar 2015 Metro Sewer
San Diego County Sheriff	86259	\$506,320.53	Dec 2014 Law Enf Svcs
Blue Pacific Engineering	86277	\$121,543.49	Main Line Microtunneling

The following registers are submitted for Council ratification:

Accounts Payable

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
86215-86272	02/27/2015	\$1,269,854.01
86273-86318	03/05/2015	\$ 326,341.96
	Sub-Total	\$ 1,596,195.97

Payroll Checks/Direct Deposit

46448-46460	P.P.E 2/19/15	\$ 140,195.14
	Sub-Total	\$ 140,195.14
	TOTAL	\$ 1,736,391.11

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Warrants are issued from budgeted funds and there is no additional impact on reserves.

Attachments:

1. Warrant Register as Budgeted
2. Warrant Register

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 03/09/2015

Expense	Budget	Previous Warrant Registers		Remaining Budget	
		2015-02-27	2015-03-05		
101 GENERAL FUND					
PROFESSIONAL SERVICES	\$ 6,930,459	\$ 2,885,893	\$ 502,317	\$ 33,287	\$ 3,508,962
TECHNICAL SERVICES	\$ 543,689	\$ 200,414	\$ 5,350	\$ 11,044	\$ 326,881
OPERATING SUPPLIES	\$ 307,767	\$ 174,117	\$ 4,885	\$ 2,995	\$ 125,770
GAS & ELECTRIC (SDG&E)	\$ 219,000	\$ 133,980			\$ 85,020
ATTORNEY SERVICES-OTHER	\$ 141,443	\$ 49,362	\$ 8,227		\$ 83,854
OTHER SERVICES & CHARGES	\$ 135,415	\$ 24,605		\$ 129	\$ 110,681
TEMPORARY STAFFING	\$ 119,641	\$ 83,142	\$ 3,673	\$ 1,302	\$ 31,524
RCS PROGRAM	\$ 111,500	\$ 22,872	\$ 3,651		\$ 84,977
UTILITIES-WATER	\$ 75,453	\$ 68,470		\$ 27	\$ 6,957
MAINTENANCE & REPAIR	\$ 72,220	\$ 17,392	\$ 2,731	\$ 1,364	\$ 50,733
ATTORNEY SERVICES	\$ 63,557	\$ 20,594	\$ 1,329		\$ 41,634
TRAVEL, TRAINING, MEETING	\$ 59,604	\$ 34,509	\$ 3,568	\$ 546	\$ 20,981
RENT-UNIFORMS	\$ 42,204	\$ 15,881	\$ 177	\$ 466	\$ 25,680
TRAFFIC CONTROL	\$ 40,500	\$ 8,720	\$ 563	\$ 12,614	\$ 18,603
MEMBERSHIP DUES	\$ 30,375	\$ 13,933	\$ 1,265	\$ 9,763	\$ 5,414
SMALL TOOLS/NON-CAPITAL	\$ 28,900	\$ 3,347	\$ 8	\$ 121	\$ 25,424
BANKING/FIN SRVCS CHARGES	\$ 28,000	\$ 19,675			\$ 8,325
COPIER LEASES	\$ 27,700	\$ 22,158			\$ 5,542
UTILITIES-TELEPHONE	\$ 27,521	\$ 13,325		\$ 1,805	\$ 12,392
OFFICE SUPPLIES	\$ 25,266	\$ 15,952	\$ 705	\$ 123	\$ 8,485
UTILITIES-CELL PHONES	\$ 20,183	\$ 10,309			\$ 9,874
FEES & LICENSES	\$ 18,250	\$ 14,741			\$ 3,509
POSTAGE & FREIGHT	\$ 17,450	\$ 7,986	\$ 19		\$ 9,446
EMPLOYEE RECOGNITION AWRD	\$ 15,653	\$ 11,008	\$ 719		\$ 3,927
TRAINING & EDUCATION-MOU	\$ 15,000	\$ 3,359			\$ 11,641
EQUIPMENT	\$ 15,000	\$ 8,617			\$ 6,383
VEHICLE OPERATE-FUEL/OIL	\$ 15,000				\$ 15,000
PRINTING SERVICES	\$ 13,149	\$ 4,860	\$ 569		\$ 7,720
PLAN CHECK SERVCIES	\$ 12,000				\$ 12,000
CONTRACTS-ELECTIONS	\$ 9,415	\$ 8,917	\$ 456		\$ 42
UTILITIES-SEWER	\$ 8,300	\$ 8,139			\$ 161
ADVERTISING	\$ 6,700	\$ 2,619			\$ 4,081
SUBSCRIBE & PUBLICATIONS	\$ 6,250	\$ 1,037	\$ 145		\$ 5,068
SECURITY & ALARM	\$ 5,300	\$ 1,530	\$ 360	\$ 277	\$ 3,133
RENT-EQUIPMENT	\$ 4,800	\$ 622		\$ 207	\$ 3,971
PEST CONTROL SERVICE	\$ 4,200	\$ 2,058	\$ 325		\$ 1,817
RENT-FACILITIES	\$ 3,600				\$ 3,600
FIRE EXTINGUISHER SERVICE	\$ 1,650				\$ 1,650
NUISANCE ABATEMENT CHARGE	\$ 1,500				\$ 1,500
CONTRACTS-POSTAGE MACHINE	\$ 1,109	\$ 1,109			\$ -
MILEAGE REIMBURSEMENT	\$ 669	\$ 169			\$ 500
INSURANCE PREMIUM/DEPOSIT	\$ 75				\$ 75
COMMUNITY PROGRAMS		\$ -			\$ -
201 GAS TAX FUND					\$ -
PROFESSIONAL SERVICES	\$ 883,931	\$ 117,483	\$ 296		\$ 766,152
202 PROP "A" (TRANSNET) FUND					\$ -

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 03/09/2015

	Budget	Previous Warrant Registers	2015-02-27	2015-03-05	Remaining Budget
PROFESSIONAL SERVICES	\$ 1,035,500	\$ 689,864	\$ 1,174	\$ 3,543	\$ 340,919
ATTORNEY SERVICES	\$ 470	\$ -	\$ 470		\$ 0
212 SLESF (COPS) FUND					\$ -
PROFESSIONAL SERVICES	\$ 100,000				\$ 100,000
213 LLEBG FUND					\$ -
PROFESSIONAL SERVICES	\$ 30,000				\$ 30,000
215 LLMD-ASSMT DIST #67 FUND					\$ -
GAS & ELECTRIC (SDG&E)	\$ 28,000	\$ 16,517			\$ 11,483
PROFESSIONAL SERVICES	\$ 2,000				\$ 2,000
216 HOUSING AUTHORITY					\$ -
PROFESSIONAL SERVICES	\$ 6,415	\$ 6,415			\$ -
217 HOUSING AUTHORITY-BOND					\$ -
ATTORNEY SERVICES		\$ (1,115)	\$ 1,115		\$ -
245 RDA PA#1 LOW/MOD HSG-S/A					\$ -
PROFESSIONAL SERVICES		\$ -			\$ -
301 SA DEBT SERVICE FUND					\$ -
BOND INTEREST (2010 TAB)	\$ 1,058,910	\$ 538,259			\$ 520,651
INTEREST BOND (2013 TAB)	\$ 762,957	\$ 367,725			\$ 395,232
BOND PRINCIPAL (2010 TAB)	\$ 235,000				\$ 235,000
303 REDEV OBLIG RETIRE FUND					\$ -
PROFESSIONAL SERVICES	\$ 167,106	\$ 83,155	\$ 8,598		\$ 75,353
ATTORNEY SERVICES	\$ 140,000	\$ 108,237	\$ 15,656		\$ 16,106
OTHER SERVICES & CHARGES	\$ 9,000	\$ 6,669		\$ 22	\$ 2,309
TRAVEL, TRAINING, MEETING	\$ 10	\$ 6			\$ 4
SA ADMIN-OTHER REIMB		\$ -			\$ -
401 CAPITAL IMPROVEMENT FUND					\$ -
PROFESSIONAL SERVICES	\$ 1,231,011	\$ 351,370		\$ 2,960	\$ 876,681
402 C.I.P. 2010 BOND					\$ -
PROFESSIONAL SERVICES	\$ 601,877	\$ 503,428			\$ 98,449
ATTORNEY SERVICES	\$ 13,000	\$ 12,753			\$ 248
405 RDA PA#1 CIP-OP S/A					\$ -
PROFESSIONAL SERVICES		\$ -			\$ -
501 VEHICLE REPLACEMENT/MAINT					\$ -
VEHICLE OPERATE-FUEL/OIL	\$ 255,000	\$ 131,465	\$ 6,347	\$ 3,616	\$ 113,572
EQUIPMENT	\$ 180,000	\$ 81,566			\$ 98,434
VEHICLE OPERATE-PARTS M&O	\$ 25,000	\$ 14,886		\$ 93	\$ 10,021
MAINTENANCE & REPAIR	\$ 23,100	\$ 16,261	\$ 520		\$ 6,319
SMALL TOOLS/NON-CAPITAL	\$ 6,000	\$ 305			\$ 5,695
OPERATING SUPPLIES	\$ 4,100	\$ 1,163	\$ 128		\$ 2,809
FEES & LICENSES	\$ 4,000	\$ 1,884			\$ 2,116
OTHER SERVICES & CHARGES	\$ 2,100	\$ 596			\$ 1,504
FIRE EXTINGUISHER SERVICE	\$ 400				\$ 400
502 RISK MANAGEMENT FUND					\$ -
INSURANCE PREMIUM/DEPOSIT	\$ 167,344	\$ 166,242	\$ 1,102		\$ (0)
PYMT OF WORK COMP CLAIMS	\$ 141,250	\$ 110,742			\$ 30,508
ATTORNEY SERVICES	\$ 88,670	\$ 56,822	\$ 5,174		\$ 26,674
INSURANCE PREMIUM/WK COMP	\$ 55,000	\$ 54,410			\$ 590
THIRD PARTY ADMIN (W/C)	\$ 28,406	\$ 28,406			\$ (0)

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 03/09/2015

	Budget	Previous Warrant Registers		2015-02-27		2015-03-05		Remaining Budget
PAYMENT OF CLAIMS	\$ 10,000	\$ 7,012						\$ 2,988
PROFESSIONAL SERVICES	\$ 2,250	\$ 2,250						\$ -
TECHNICAL SERVICES	\$ 1,580	\$ 1,578						\$ 2
OPERATING SUPPLIES	\$ 1,000							\$ 1,000
OFFICE SUPPLIES	\$ 250							\$ 250
SUBSCRIBE & PUBLICATIONS	\$ 250							\$ 250
OTHER SERVICES & CHARGES		\$ 9,474						\$ (9,474) To be reimbursed
503 TECHNOLOGY/COMMUNICATIONS								\$ -
H.T.E. MAINTENANCE	\$ 67,000	\$ 62,873						\$ 4,127
EQUIPMENT	\$ 52,250	\$ 686						\$ 51,564
PROFESSIONAL SERVICES	\$ 37,600	\$ 12,258						\$ 25,342
TEMPORARY STAFFING	\$ 28,000	\$ 16,177	\$ 896	\$ 224				\$ 10,703
TECHNICAL SERVICES	\$ 20,000	\$ 14,357						\$ 5,643
UTILITIES-TELEPHONE	\$ 12,000	\$ 6,651		\$ 903				\$ 4,446
SMALL TOOLS/NON-CAPITAL	\$ 10,000	\$ 2,930	\$ 416					\$ 6,654
QUESYST	\$ 8,000	\$ 6,000						\$ 2,000
OPERATING SUPPLIES	\$ 7,000	\$ 52						\$ 6,948
TRAVEL, TRAINING, MEETING	\$ 4,000	\$ 608	\$ 10					\$ 3,381
UTILITIES-CELL PHONES	\$ 4,000	\$ 2,427						\$ 1,573
FEES & LICENSES	\$ 4,000	\$ 1,777	\$ 125					\$ 2,098
MEMBERSHIP DUES	\$ 1,000	\$ 240						\$ 760
MAINTENANCE & REPAIR	\$ 1,000	\$ 105						\$ 895
SUBSCRIBE & PUBLICATIONS	\$ 500							\$ 500
OTHER SERVICES & CHARGES	\$ 500	\$ 339						\$ 161
OFFICE SUPPLIES	\$ 500	\$ 113						\$ 387
POSTAGE & FREIGHT	\$ 200							\$ 200
504 FACILITY MAINT/REPLACEMNT								\$ -
TECHNICAL SERVICES	\$ 76,000	\$ 53,065	\$ 3,059					\$ 19,876
EQUIPMENT	\$ 50,000							\$ 50,000
601 SEWER ENTERPRISE FUND								\$ -
TECHNICAL SERVICES	\$ 2,574,100	\$ 1,269,522	\$ 615,662	\$ 859				\$ 688,057
PROFESSIONAL SERVICES	\$ 1,720,000	\$ 229,461	\$ 40,933	\$ 232,491				\$ 1,217,115
PRINCIPAL PMT-CITY LOAN	\$ 124,811							\$ 124,811
GAS & ELECTRIC (SDG&E)	\$ 68,000	\$ 46,945						\$ 21,055
MAINTENANCE & REPAIR	\$ 45,020	\$ 22,590	\$ 3,700					\$ 18,731
TEMPORARY STAFFING	\$ 25,000	\$ 8,739	\$ 1,468	\$ 1,136				\$ 13,657
STAND-BY PAY	\$ 19,000	\$ 11,481						\$ 7,519
OPERATING SUPPLIES	\$ 15,045	\$ 4,501	\$ 293	\$ 119				\$ 10,132
OTHER SERVICES & CHARGES	\$ 8,400							\$ 8,400
EQUIPMENT	\$ 5,600							\$ 5,600
UTILITIES-TELEPHONE	\$ 4,000	\$ 760		\$ 18				\$ 3,222
SECURITY & ALARM	\$ 4,000	\$ 2,717						\$ 1,283
UTILITIES-WATER	\$ 3,500	\$ 1,928						\$ 1,572
FEES & LICENSES	\$ 2,375	\$ 1,537						\$ 838
TRAVEL, TRAINING, MEETING	\$ 1,980							\$ 1,980
SMALL TOOLS/NON-CAPITAL	\$ 1,400	\$ 116	\$ 598					\$ 686
RENT-EQUIPMENT	\$ 1,000							\$ 1,000
MEMBERSHIP DUES	\$ 800	\$ 539						\$ 261

City of Imperial Beach
 Warrant Register as Budgeted (FY2015)
 Current as of 03/09/2015

	Budget	Previous Warrant Registers	2015-02-27	2015-03-05	Remaining Budget
INTEREST PMT-CITY LOAN	\$ 635				\$ 635
Revenue			\$ 6,805		
Asset					
Liability			\$ 13,910	\$ 4,289	
Fund Balance					
Grand Total			\$ 1,269,498	\$ 326,342	
Payroll related checks not listed above			\$ 356	\$ -	
			<u>\$ 1,269,854</u>	<u>\$ 326,342</u>	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
02/27/2015	86218	U.S. BANK	1873			18,965.40	
601-5060-436.28-01	12/23/2014	PS#5 DISCHARGE ELBOW	8806	150532	07/2015	990.96	
101-1230-413.28-04	01/20/2015	NAKAGAWA, J MTG REGISTRATN	390961023	150516	07/2015	50.00	
101-1010-411.28-04	01/14/2015	BRAGG, L LODGING CHGS	611024	150520	07/2015	194.35	
101-1010-411.28-04	01/16/2015	BRAGG, L LODGING AT CONF	378160745	150520	07/2015	325.45	
101-3020-422.30-02	01/06/2015	STATION SUPPLIES	085139	150525	07/2015	161.70	
101-3020-422.30-02	01/07/2015	MULTIFOLD TOWELS	072409	150525	07/2015	63.31	
101-3020-422.30-02	01/20/2015	REPLACEMENT FILTER SET	T327488	150525	07/2015	129.98	
101-3030-423.28-01	01/06/2015	WINDOW & MAINT HARDWARE	091898/8592484	150528	07/2015	11.13	
101-3030-423.25-03	01/07/2015	UNIFORMS SHORTS/PANTS	242567	150528	07/2015	177.08	
601-5060-436.30-02	01/06/2015	BELT DRESSING	79570960	150532	07/2015	292.99	
101-5050-435.30-02	01/05/2015	STORM WATER EQUIP/BMP SUP	042834/9043821	150545	07/2015	80.89	
101-0000-221.01-02	12/23/2014	RECORDING/COPY/SVC FEES	2014005353		07/2015	70.50	
101-1130-412.29-02	12/23/2014	EMP APPRECIATION CENTERPI	10586	150522	07/2015	415.80	
101-3030-423.28-01	12/30/2014	PWC PARTS	5861	150527	07/2015	4.75	
101-3030-423.28-01	12/30/2014	PWC PARTS/REPAIR	60209	150527	07/2015	68.96	
101-5010-431.30-02	12/29/2014	'SILVER CLOUD'	135258	150536	07/2015	11.86	
101-5010-431.30-02	12/29/2014	BRUSH/TAPE/CRATE	001169/6194732	150543	07/2015	40.61	
101-1130-412.29-02	01/13/2015	SERVICE PINS	0115039	150522	07/2015	225.00	
101-3030-423.28-04	01/13/2015	LG UNIFORM HATS	243300	150527	07/2015	466.30	
101-5050-435.30-02	01/05/2015	2015 DAY PLANNER	4100	150534	07/2015	43.37	
101-5050-435.30-02	01/08/2015	CREDIT-RTND PLANNERS	5004	150534	07/2015	27.18-	
101-5020-432.28-04	01/08/2015	LEVIEN, H SANDAG TRANSPORT	063361	150536	07/2015	1.25	
601-5060-436.30-22	01/13/2015	CORDESS DRILL SET	035422/1570997	150540	07/2015	214.92	
601-5060-436.30-22	01/15/2015	TORQUE WRENCH/KEY	051796/9571085	150540	07/2015	383.37	
101-5020-432.30-01	01/14/2015	LABEL PROTECTOR	1421262319	150543	07/2015	43.96	
101-5020-432.29-02	01/20/2015	FLOWERS-HENDERSON, K	W00455403341525	150543	07/2015	77.74	
101-3040-424.28-11	01/07/2015	LASERJET TONER CARTRIDGE	107-3529907-228	150515	07/2015	127.49	
101-3040-424.28-12	01/12/2015	HOLDEN, J ICC MEMBERSHIP	388923699	150515	07/2015	75.00	
101-3070-427.28-11	01/14/2015	DOOR HANGERS	1-1141	150515	07/2015	441.72	
101-3040-424.28-04	01/16/2015	HOLDEN, J MEETING REGISTRA	390071579	150515	07/2015	35.00	
504-1924-419.21-04	01/17/2015	CITY HALL WINDOW DISPLAY	032170/7272716	150515	07/2015	49.24	
101-3020-422.28-04	01/14/2015	MEETING REFRESHMENTS	00077720	150524	07/2015	49.43	
101-3020-422.28-04	01/14/2015	MEETING REFRESHMENTS	030140	150524	07/2015	25.20	
101-3020-422.28-04	01/14/2015	MEETING REFRESHMENTS	73	150524	07/2015	47.25	
101-6040-454.30-02	01/07/2015	PLAZA LIGHT BULBS	0907957/7581970	150538	07/2015	34.78	
101-6040-454.30-02	01/10/2015	DRAIN BLADDER/TORCH TIP	071671/4561325	150538	07/2015	50.22	
101-6040-454.30-02	01/14/2015	BALLAST DISCONNECTS	9639771774	150538	07/2015	22.29	
101-5010-431.30-02	01/14/2015	METAL BLADES	086424/0025086	150541	07/2015	113.09	
501-1921-419.28-01	01/07/2015	BOOM INSPECTION/TESTS	010715IB109	150542	07/2015	520.00	
101-1110-412.28-04	12/22/2014	CM, CC, HR DINNER	12-22-2014	150517	07/2015	232.54	
101-1110-412.28-04	01/07/2015	HALL, A APA CONF TRAVEL	PSWVXJ	150517	07/2015	180.20	
504-1924-419.21-04	01/08/2015	CH RENOVATIONS SUPPLIES	019062/6024364	150517	07/2015	144.12	
101-1110-412.28-04	01/12/2015	HALL, A BRKFEST MEETING	007776	150517	07/2015	22.97	
101-1010-411.28-04	01/15/2015	HALL/ALEXANDER BFAST MTG	011245	150517	07/2015	57.76	
101-1110-412.28-04	01/16/2015	HALL, A APA CONF REGISTRAT	APA64210-CART	150517	07/2015	730.00	
504-1924-419.21-04	01/06/2015	CH WALL MOUNTED CLOCK	002-8506354-525	150518	07/2015	125.34	
504-1924-419.21-04	01/15/2015	CM COUNTER BELL	002-6826653-633	150518	07/2015	19.26	
504-1924-419.21-04	01/17/2015	CH RENOVATION PAINT	055991/7593190	150518	07/2015	7.52	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-1010-411.28-04	01/21/2015	UNION TRIBUNE SUBSCRIPTN	01-21-2015	150518	07/2015	32.84
101-1010-411.28-04	01/14/2015	DEDINA,S LEAGUE TRNG TRAN	01-14-2015	150521	07/2015	15.00
101-1010-411.28-04	01/16/2015	DEDINA,S LEAGE CONF TRANS	3930666	150521	07/2015	33.00
101-1010-411.28-04	01/16/2015	DEDINA,S CONF LODGING	5263902601	150521	07/2015	422.90
101-1020-411.21-06	12/05/2014	OATH OF OFFICE REFRESHMNT	10533	150513	06/2015	456.46
101-1210-413.28-12	11/03/2014	BRADLEY,D CSMFO DUES	53790	150530	07/2015	110.00
101-6020-452.30-02	12/22/2014	PLAYGROUND SPRAY PAINT	081614/3560265	150539	07/2015	34.15
101-1020-411.28-12	01/05/2015	CC ARMA MEMBERSHIP	387370	150513	07/2015	220.00
101-1920-419.21-04	01/06/2015	MUSIC LICENSE FEE	072817	150513	07/2015	335.00
101-1020-411.28-12	01/08/2015	CC/DCC-CCA OF CA MEMBERSH	8601743	150513	07/2015	185.00
101-1210-413.30-02	01/13/2015	2014 -1099 MISC FORMS/ENV	ML 1080605	150530	07/2015	146.61
101-6040-454.30-02	01/05/2015	DUNES PARK SOD	097147/9260209	150539	07/2015	618.41
101-6040-454.30-02	01/14/2015	SHEARS/GLOVES/PRUNR	063547/0044150	150539	07/2015	126.92
101-6040-454.30-02	01/15/2015	BOLTS/WASHERS	029435/9593074	150539	07/2015	2.76
101-6040-454.30-02	01/16/2015	CUTTING WHEELS	007132/8561629	150539	07/2015	24.01
101-6040-454.30-02	01/20/2015	NITRILE GLOVES	1200834642	150539	07/2015	97.85
101-6040-454.30-02	01/20/2015	LATEX GLOVES	1238023	150539	07/2015	251.21
101-3020-422.28-01	01/08/2015	LUMBER	029848/6272624	150523	07/2015	875.91
101-3020-422.28-01	01/13/2015	BROWN STAIN/DOUG FIR	022394/1011226	150523	07/2015	14.58
101-3020-422.28-01	01/13/2015	CAULK GUN/CONC PATCH	084282/1044095	150523	07/2015	30.54
101-3020-422.30-01	01/13/2015	FASTENERS/CARTRIDGES	19860992	150523	07/2015	70.05
101-3020-422.28-01	01/14/2015	CAULK/DECK SCREW/DOUG FIR	056728/0025144	150523	07/2015	373.46
101-3020-422.28-01	01/14/2015	LIFT SCISSOR DEPOSIT	591211-4	150523	07/2015	1,000.00
101-3020-422.28-01	01/15/2015	LUMBER/SCREWS	01-15-2015	150523	07/2015	62.49
101-3020-422.28-01	01/15/2015	PAINT SUPPLIES	064482/9011533	150523	07/2015	45.59
101-3030-423.30-02	01/16/2015	PARACHUTE CORD/CLIPS	01-16-2015	150529	07/2015	30.02
101-6040-454.30-02	01/04/2015	TAPE & COVER FOR STORAGE	045506/6581764	150537	07/2015	77.70
101-1910-419.30-02	01/10/2015	RADIO OUTLET	0676337/4582199	150537	07/2015	8.60
101-1910-419.30-02	01/11/2015	FLAG LIGHT FIXTURE	060059/3570890	150537	07/2015	9.69
101-6040-454.30-02	01/11/2015	LIGHT POLE WIRE	068615/3582248	150537	07/2015	14.44
101-1910-419.21-04	12/29/2014	CARPET CLEANING/SHERIFF	1277219	150533	07/2015	279.09
101-1910-419.21-04	12/29/2014	CARPET CLEANING/FIRE	1277224	150533	07/2015	368.39
101-6020-452.30-02	12/22/2014	PLAYGROUND HARDWARE	096337/3010677	150544	07/2015	18.36
504-1924-419.21-04	01/05/2015	PAINT/BRUSHES	035573/9592406	150533	07/2015	58.55
101-1910-419.30-02	01/09/2015	MOP KIT/PURELL	64394343	150533	07/2015	307.47
101-1910-419.30-02	01/12/2015	SERRANO,T WORK BOOTS	3/1188/27574	150533	07/2015	150.00
504-1924-419.21-04	01/14/2015	PAINT/ROLLERS/TRAYS/BRUSH	037907/0011309	150533	07/2015	598.82
504-1924-419.21-04	01/15/2015	MOLDING BASE BOARD	18039	150533	07/2015	1,380.15
101-1910-419.20-23	01/19/2015	SAFETY CTR ALARM MONITORI	21281	150533	07/2015	360.00
101-6020-452.30-02	01/20/2015	RESTROOM HARDWARE	041681/4582873	150544	07/2015	23.90
101-6020-452.30-22	01/20/2015	CARGIDE BIT	063158/4571289	150544	07/2015	7.85
101-6020-452.30-02	01/20/2015	RESTROOM HARDWARE	091522/4571288	150544	07/2015	14.95
101-1910-419.28-01	12/03/2014	GRILL A/C SAFETY CNTR	487786	150533	06/2015	161.32
504-1924-419.21-04	12/22/2014	CH PAINT SUPPLIES	065644/3022394	150535	07/2015	97.19
101-1910-419.30-02	12/23/2014	SHERIFFS BASEBOARD	095879/2970242	150535	07/2015	96.90
101-1130-412.30-01	01/12/2015	INK CARTRIDGES	749337902-001	150519	07/2015	71.25
101-1910-419.30-02	01/05/2015	CH BLINDS/FINANCE DOOR	025362/9592413	150535	07/2015	122.01
101-1910-419.30-02	01/05/2015	CH WOMENS R/R MIRROR	1052014-8	150535	07/2015	30.00
504-1924-419.21-04	01/06/2015	CH PAINT/BEAD PANEL	056996/8024066	150535	07/2015	136.61
504-1924-419.21-04	01/06/2015	REMODEL SAMPLES	064325/8561050	150535	07/2015	23.98

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
101-1910-419.30-02	01/08/2015	NUTS/ANCHORS/SCREWS		011409/6582023	150535	07/2015	65.66
101-1910-419.30-02	01/12/2015	BOLTS FOR BENCH		063608/2011031	150535	07/2015	26.10
101-1910-419.30-02	01/13/2015	PLUMBING SUPPLIES		026645/1592920	150535	07/2015	16.35
504-1924-419.21-04	01/16/2015	CH PAINT SUPPLIES		020697/8582542	150535	07/2015	85.13
504-1924-419.21-04	01/16/2015	CH PAINT		090628/8593112	150535	07/2015	255.00
504-1924-419.21-04	01/21/2015	MOULDING GLUE		18188	150535	07/2015	78.22
101-3030-423.28-01	01/09/2015	WASHER SERVICE CALL		41866562	150526	07/2015	79.00
503-1923-419.30-22	01/07/2015	WALL MOUNT SURGE PROTECTO		107-2610456-008	150531	07/2015	53.98
503-1923-419.30-22	01/07/2015	CABLING MATERIAL		11710241	150531	07/2015	195.60
503-1923-419.28-13	01/08/2015	DOTGOV DAMAIN RENEWAL		01-08-2015	150531	07/2015	125.00
503-1923-419.30-22	01/08/2015	CABLE STRIPPER		107-0583450-354	150531	07/2015	18.61
503-1923-419.30-22	01/08/2015	USB HUB/BOX CUTTER		107-1680747-877	150531	07/2015	69.96
503-1923-419.30-22	01/08/2015	CONNECTORS		107-7592836-514	150531	07/2015	8.42
503-1923-419.30-22	01/08/2015	CABLE STRIPPER		107-9651350-381	150531	07/2015	8.95
503-1923-419.30-22	01/12/2015	SPEAKERS/HEADSET		060810	150531	07/2015	28.90
101-5010-431.30-02	01/12/2015	LIFEPROOF PHONE CASES		107-6446424-684	150531	07/2015	73.42
101-6020-452.30-02	01/12/2015	LIFEPROOF PHONE CASES		107-6446424-684	150531	07/2015	73.42
503-1923-419.30-22	01/15/2015	PRINTER TONER CARTRIDGE		107-3200585-679	150531	07/2015	21.88
503-1923-419.30-22	01/15/2015	MONITOR CABLE		107-6353974-177	150531	07/2015	9.98
503-1923-419.28-04	01/15/2015	I.T. BOOK		107-7122385-884	150531	07/2015	10.37
02/27/2015	86219	AAIR PURIFICATION SYSTEMS	55				191.40
101-3020-422.30-02	11/13/2014	REGULATOR FOR EXHAUST SYS		14688	F15136	05/2015	191.40
02/27/2015	86220	AFLAC	120				673.68
101-0000-209.01-13	02/12/2015	PR AP PPE 2/05/15		20150212		08/2015	336.84
101-0000-209.01-13	02/26/2015	PAYROLL AP PPE 2/19/15		956573		08/2015	336.84
02/27/2015	86221	AIRGAS WEST	129				46.22
101-3030-423.30-02	01/16/2015	OXYGEN USP		9035410222	F15139	07/2015	46.22
02/27/2015	86222	ANTONIO TAPIA	2				500.00
101-0000-221.01-03	02/19/2015	REFUND MV DEPOSIT		4337		08/2015	500.00
02/27/2015	86223	ATKINS NORTH AMERICA, INC.	2455				3,737.01
201-5015-531.20-06	02/16/2015	JAN 15 SLURRY SEAL PROG/S		1807266	150103	07/2015	296.40
303-1250-413.20-06	01/31/2015	DEC 2014 DEV REVIEW		1806382		07/2015	2,175.00
101-0000-221.01-02	01/31/2015	DEC 2014 DEV REVIEW		1806382		07/2015	18.75
101-0000-221.01-02	01/31/2015	DEC 2014 DEV REVIEW		1806382		07/2015	36.38
101-0000-221.01-02	01/31/2015	DEC 2014 DEV REVIEW		1806382		07/2015	18.19
101-0000-221.01-02	01/31/2015	DEC 2014 DEV REVIEW		1806382		07/2015	18.19
202-5016-531.20-06	02/17/2015	JAN 2015 RTIP -ADA UPGRAD		1807416	130820	08/2015	1,174.10
02/27/2015	86224	BOUND TREE MEDICAL, LLC	485				157.34
101-3020-422.30-02	12/30/2014	LATEX FREE, POWDER FREE G		81649689	F15138	06/2015	157.34
02/27/2015	86225	CALIFORNIA ENV CONTROLS INC	642				2,708.63
601-5060-436.28-01	02/18/2015	T-4 COVER PLATE/SUCTION/W		3184	150049	08/2015	2,708.63
02/27/2015	86226	CALIFORNIA STATE DISBURSEMENT	2650				355.84
101-0000-209.01-07	02/26/2015	PAYROLL AP PPE 2/19/15		20150226		08/2015	355.84

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
02/27/2015	86227	CHULA VISTA ANIMAL CARE FACILI	2599	101-3050-425.20-06	02/17/2015	DEC 14/JAN 15 A/C AFTER H	01-31-2015	150214	07/2015	1,566.56	1,566.56
02/27/2015	86228	CITY OF SAN DIEGO	896	601-5060-436.21-04	01/23/2015	JAN-MAR 2015 METRO SEWER	1000125367	150562	07/2015	615,531.00	615,531.00
02/27/2015	86229	CLEAN HARBORS	913	101-5040-434.21-04	02/03/2015	JAN 2015	1000805716	150023	08/2015	804.50	804.50
02/27/2015	86230	COLONIAL LIFE & ACCIDENT	941	101-0000-209.01-13	02/12/2015	PR AP PPE 2/05/15	20150212		08/2015	100.18	50.09
				101-0000-209.01-13	02/26/2015	PAYROLL AP PPE 2/19/15	9498114-0202714		08/2015	50.09	50.09
02/27/2015	86231	CORELOGIC SOLUTIONS, LLC	2657	101-5020-432.20-06	01/31/2015	JAN 2015 PROPERTY SEARCHE	81382145	F15134	07/2015	219.00	21.00
				101-1210-413.21-04	01/31/2015	JAN 2015 PROPERTY SEARCHE	81382145	F15134	07/2015	19.50	19.50
				101-3020-422.21-04	01/31/2015	JAN 2015 PROPERTY SEARCHE	81382145	F15134	07/2015	3.00	3.00
				101-3040-424.21-04	01/31/2015	JAN 2015 PROPERTY SEARCHE	81382145	F15134	07/2015	1.50	1.50
				101-3040-424.21-04	01/31/2015	JAN 2015 PROPERTY SEARCHE	81382145	F15134	07/2015	57.00	57.00
				101-3070-427.21-04	01/31/2015	JAN 2015 PROPERTY SEARCHE	81382145	F15134	07/2015	100.50	100.50
				101-3040-424.21-04	01/31/2015	JAN 2015 PROPERTY SEARCHE	81382145	F15134	07/2015	16.50	16.50
02/27/2015	86232	COUNTY OF SAN DIEGO	1055	101-3010-421.21-04	01/31/2015	JAN 2015 PARKING PENALTY	01/15		07/2015	1,890.00	1,890.00
02/27/2015	86233	COUNTY OF SAN DIEGO RCS	1065	101-3010-421.21-25	02/01/2015	JAN 2015	15CTOFIBN07	150411	07/2015	3,650.50	2,272.50
				101-3020-422.21-25	02/01/2015	JAN 2015	15CTOFIBN07	150411	07/2015	583.00	583.00
				101-3030-423.21-25	02/01/2015	JAN 2015	15CTOFIBN07	150411	07/2015	795.00	795.00
02/27/2015	86234	COUNTY RECORDER	1818	101-1230-413.21-04	01/16/2015	JUL-DEC 2014 ELECTRONIC	12569		06/2015	8.00	8.00
02/27/2015	86235	D.A.R. CONTRACTORS	1122	101-3050-425.20-06	02/02/2015	JAN 2015	011501229	150195	08/2015	347.00	347.00
02/27/2015	86236	DRUG TESTING NETWORK INC	1195	101-1130-412.20-06	02/13/2015	FEB 2015 DMV RECERT SCRN	75278	150177	08/2015	60.95	60.95
02/27/2015	86237	EL TAPATIO INC	1407	101-1010-411.28-04	02/11/2015	2-11-15 MAYORAL ADVISORY	10705	F15133	08/2015	46.98	46.98
02/27/2015	86238	FASTENAL	909	101-6040-454.30-02	01/28/2015	STAINLESS BANDING	CACHU39958	150006	07/2015	109.00	109.00
02/27/2015	86239	FEDERAL EXPRESS CORP.	911	101-1130-412.28-09	02/13/2015	02/02/2015 DONNOE & ASSOC	2-938-28588	150114	08/2015	18.63	18.63
02/27/2015	86240	FIDELITY SECURITY LIFE INSURAN	2476	101-0000-209.01-18	02/12/2015	PR AP PPE 2/05/15	20150212		08/2015	260.56	130.36

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-0000-209.01-18	02/03/2015	FEB 2015 VISION INSURANCE	FEB 2015		08/2015	.16-	
101-0000-209.01-18	02/26/2015	PAYROLL AP PPE 2/19/15	20150226		08/2015	130.36	
02/27/2015	86241	GO-STAFF, INC.	2031			6,036.50	
101-1210-413.21-01	02/10/2015	W/E 02/08/2015 FERGUSON,N	138340	150072	08/2015	811.41	
601-5060-436.21-01	02/10/2015	W/E 02/08/2015 RIVERA,J	138342	150279	08/2015	867.84	
101-1230-413.21-01	02/10/2015	W/E 02/08/15 LOPEZ,L	138339	150113	08/2015	702.00	
101-1210-413.21-01	02/17/2015	W/E 02/15/15 FERGUSON,N	138690	150072	08/2015	989.25	
601-5060-436.21-01	02/17/2015	W/E 02/15/15 SANCHEZ,J	138692	150279	08/2015	600.00	
503-1923-419.21-01	02/10/2015	W/E 02/08/15 PIEDRA,M	138341	150108	08/2015	448.00	
503-1923-419.21-01	02/17/2015	W/E 02/15/15 PIEDRA,M	138691	150108	08/2015	448.00	
101-1230-413.21-01	02/17/2015	W/E 02/15/15 LOPEZ, L	138689	150113	08/2015	1,170.00	
02/27/2015	86242	I B FIREFIGHTERS ASSOCIATION	214			450.00	
101-0000-209.01-08	02/26/2015	PAYROLL AP PPE 2/19/15	20150226		08/2015	450.00	
02/27/2015	86243	ICMA RETIREMENT TRUST 457	242			6,891.21	
101-0000-209.01-10	02/26/2015	PAYROLL AP PPE 2/19/15	101930838		08/2015	6,891.21	
02/27/2015	86244	IMPERIAL BEACH TROPHIES	319			198.99	
101-3020-422.30-02	06/27/2014	NAME BADGES WITH POSTS	5830	F15135	01/2015	198.99	
02/27/2015	86245	JASON LINDQUIST	2412			61.18	
101-3030-423.30-02	02/13/2015	MILEAGE REIMBURSEMENT	02-13-2015		08/2015	61.18	
02/27/2015	86246	KANE, BALLMER & BERKMAN	1828			20,391.37	
303-1250-413.20-01	02/04/2015	JAN 2015	20947		07/2015	3,975.50	
303-1250-413.20-01	02/04/2015	JAN 2015	20948		07/2015	4,477.50	
217-5000-532.20-01	02/04/2015	JAN 2015	20950		07/2015	1,115.00	
303-1250-413.20-06	02/04/2015	JAN 2015	20951		07/2015	5,698.75	
303-1250-413.20-01	02/04/2015	JAN 2015	20952		07/2015	4,400.00	
303-1250-413.20-06	02/04/2015	JAN 2015	20963		07/2015	724.62	
02/27/2015	86247	LEAGUE OF CALIF CITIES	761			600.00	
101-1010-411.28-04	01/30/2015	2015 MTG ANNUAL DUES	2015	150564	07/2015	600.00	
02/27/2015	86248	LEAGUE OF CALIF CITIES	761			600.00	
101-1010-411.28-12	02/09/2015	HALL,A MEMBERSHIP DUES	1551	150563	08/2015	600.00	
02/27/2015	86249	LLOYD PEST CONTROL	814			325.00	
101-1910-419.20-22	01/08/2015	JAN 2015 CITY HALL	4565531	150074	07/2015	36.00	
101-1910-419.20-22	01/08/2015	JAN 2015 FIRE DEPT	4565532	150074	07/2015	36.00	
101-1910-419.20-22	01/08/2015	JAN 2015 SHERIFF DEPT	4565691	150074	07/2015	36.00	
101-1910-419.20-22	01/16/2015	JAN 2015 DEMPSEY CENTER	4550904	150074	07/2015	60.00	
101-1910-419.20-22	01/21/2015	JAN 2015 PW	4550638	150074	07/2015	53.00	
101-1910-419.20-22	01/09/2015	JAN 2015 MARINA VISTA CTR	4565760	150074	07/2015	53.00	
101-1910-419.20-22	01/22/2015	JAN 2015 SPORTS PARK	4548976	150074	07/2015	51.00	
02/27/2015	86250	MANAGED HEALTH NETWORK	2432			397.60	
101-1130-412.20-06	02/14/2015	MAR 2015	3200066214	150174	09/2015	397.60	

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02/27/2015	86251	MCDUGAL LOVE ECKIS &	962				18,003.78
101-1220-413.20-02	01/31/2015	JAN 2015	87562	150116	07/2015	8,227.00	
502-1922-419.20-01	01/31/2015	JAN 2015	87560		07/2015	1,854.44	
502-1922-419.20-01	01/31/2015	JAN 2015	87561		07/2015	401.00	
502-1922-419.20-01	01/31/2015	JAN 2015	87564		07/2015	2,673.32	
303-1250-413.20-01	01/31/2015	JAN 2015	87568		07/2015	917.60	
502-1922-419.20-01	01/31/2015	JAN 2015	87563		07/2015	245.65	
101-1220-413.20-01	01/31/2015	JAN 2015	87566		07/2015	1,271.61	
303-1250-413.20-01	01/31/2015	JAN 2015	87567		07/2015	1,885.73	
202-5016-431.20-01	01/31/2015	JAN 2015	87572		07/2015	469.63	
101-1220-413.20-01	01/31/2015	JAN 2015	87565		07/2015	57.80	
02/27/2015	86252	MUNICIPAL MANGEMENT ASSOCIATIO	1531				75.00
101-1230-413.28-12	02/23/2015	WADE,G MEMBERSHIP DUES	1084		08/2015	75.00	
02/27/2015	86253	OFFICE DEPOT, INC	1262				836.60
101-1210-413.30-01	01/28/2015	WALL CLOCK/CALC RIBBON	752676063001	150000	07/2015	54.97	
101-1010-411.30-01	02/11/2015	CONF ROOM OFFICE SUPPLIES	755072561001	150000	08/2015	140.65	
101-1010-411.30-02	02/02/2015	DOC COVERS/WATER/TISSUE	753245767001	150000	08/2015	181.72	
101-1010-411.30-02	02/03/2015	CERTIFICATES	753245920001	150000	08/2015	38.84	
101-1210-413.30-01	02/04/2015	LABELS/WIPES/NOTES	753894363001	150000	08/2015	33.84	
101-1230-413.30-01	02/04/2015	LABELS/WIPES/NOTES	753894363001	150000	08/2015	20.44	
101-3020-422.30-01	02/13/2015	BATTERIES/MISC OFFICE SUP	755399256001	150000	08/2015	118.68	
101-1230-413.30-01	02/17/2015	FILE FOLDERS/LABELS/MISC	755718590001	150000	08/2015	110.78	
101-1230-413.30-02	02/17/2015	FILE FOLDERS/LABELS/MISC	755718590001	150000	08/2015	29.11	
101-3040-424.30-01	02/17/2015	FILE FOLDERS/LABELS/MISC	755718590001	150000	08/2015	11.80	
101-3040-424.30-02	02/17/2015	FILE FOLDERS/LABELS/MISC	755718590001	150000	08/2015	41.00	
101-3070-427.30-02	02/17/2015	FILE FOLDERS/LABELS/MISC	755718590001	150000	08/2015	27.37	
101-1230-413.30-02	02/18/2015	SELF INKING STAMP	755716907001	150000	08/2015	27.40	
02/27/2015	86254	PADRE JANITORIAL SUPPLIES	1430				386.36
101-1910-419.30-02	01/28/2015	JANITORIAL SUPPLIES	366916	150020	07/2015	386.36	
02/27/2015	86255	PARS	2425				408.00
101-1920-419.20-06	02/11/2015	DEC 2015	30775	150229	06/2015	81.60	
101-3020-422.20-06	02/11/2015	DEC 2015	30775	150229	06/2015	81.60	
101-3030-423.20-06	02/11/2015	DEC 2015	30775	150229	06/2015	122.40	
101-6040-454.20-06	02/11/2015	DEC 2015	30775	150229	06/2015	122.40	
02/27/2015	86256	PARTNERSHIP WITH INDUSTRY	1302				1,139.31
101-6040-454.21-04	01/31/2015	P/E 01/31/2015	GS05984	150119	07/2015	341.80	
101-6040-454.21-04	01/31/2015	P/E 01/31/2015	GS05984	150119	07/2015	341.79	
101-6040-454.21-04	01/31/2015	P/E 01/31/2015	GS05984	150119	07/2015	455.72	
02/27/2015	86257	PRAXAIR DISTRIBUTION INC	1652				127.66
501-1921-419.30-02	02/04/2015	PROPANE/SUPPLIES	51752402	150001	08/2015	127.66	
02/27/2015	86258	ROB NORTH FABRICATIONS	1				100.00
101-6040-454.30-02	02/18/2015	LIGHTPOLE REPAIR	3297		08/2015	100.00	

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ACCOUNT #	TRN DATE							TRN AMOUNT
02/27/2015	86259	SAN DIEGO COUNTY	2646					10.00
101-1230-413.21-04	02/10/2015			JAN 2015 RECORDING DOCS	201500966		08/2015	10.00
02/27/2015	86260	SAN DIEGO COUNTY SHERIFF	882					506,320.53
101-3010-421.20-06	01/30/2015			DEC 2014 LAW ENF SERVICES	01-30-2015		06/2015	499,515.79
101-0000-338.60-03	01/30/2015			DEC 2014 TOW FEE CREDIT	01-30-2015		06/2015	1,528.59-
212-0000-336.40-02	01/30/2015			DEC 2014 COPPS PROG	01-30-2015		06/2015	8,333.33
02/27/2015	86261	SANDPIPA	321					1,102.00
502-1922-419.28-02	02/01/2015			FEB-JUN 2015 BOND/CRIME	IBB-15		08/2015	1,102.00
02/27/2015	86262	SEIU LOCAL 221	1821					1,254.97
101-0000-209.01-08	02/26/2015			PAYROLL AP PPE 2/19/15	20150226		08/2015	1,254.97
02/27/2015	86263	SHARP REES-STEALY MEDICAL	CNTR 390					449.00
101-1130-412.21-04	02/18/2015			FEB 2015 MED EXAMS	281	150271	08/2015	271.00
101-3030-423.21-04	02/18/2015			FEB 2015 MED EXAMS	281	150271	08/2015	47.00
601-5060-436.21-04	02/18/2015			FEB 2015 MED EXAMS	281	150271	08/2015	131.00
02/27/2015	86264	SKS INC.	412					6,346.74
501-1921-419.28-15	02/02/2015			1127.1 GAL REG FUEL	1268102-IN	150041	08/2015	2,913.37
501-1921-419.28-15	02/12/2015			137.4 GAL DIESEL FUEL	1268103-IN	150041	08/2015	359.67
501-1921-419.28-15	02/19/2015			1099.4 GAL REG FUEL	1268267-IN	150041	08/2015	3,073.70
02/27/2015	86265	SPARKLETTS	2341					132.54
101-1210-413.30-01	02/07/2015			JAN/FEB 2015	10552239 020715	150193	08/2015	28.88
101-3020-422.30-02	02/13/2015			JAN/FEB 2015	12529930 021315	150213	08/2015	103.66
02/27/2015	86266	THOMAS HYDE	4					2,593.00
101-0000-221.01-05	02/17/2015			BOND REFUND 874 8TH ST	TEP 14-60		08/2015	2,593.00
02/27/2015	86267	THOMAS SANTOS	2209					3.00
101-3020-422.28-01	02/13/2015			REIMBURSE BP FEES	4860		08/2015	3.00
02/27/2015	86268	TRAFFIC SAFETY MATERIALS, LLC.	2369					307.80
101-5010-431.21-23	01/29/2015			DRIVE RIVET	4478	150059	07/2015	307.80
02/27/2015	86269	TRAN CONSULTING ENGINEERS	2033					40,932.97
601-5060-536.20-06	01/19/2015			TELEWISE SEWER MAIN TASK3	7332	150338	07/2015	40,932.97
02/27/2015	86270	T-MAN TRAFFIC SUPPLY	2469					255.06
101-5010-431.21-23	01/29/2015			BEADS/MARKING PAINT	2629	150066	07/2015	255.06
02/27/2015	86271	US BANK	2458					1,024.46
101-0000-209.01-20	02/26/2015			PAYROLL AP PPE 2/19/15	20150226		08/2015	1,022.84
101-0000-209.01-20	02/26/2015			PAYROLL AP PPE 2/19/15	20150226		08/2015	1.62
02/27/2015	86272	THOMSON REUTERS	824					145.00
101-3020-422.28-14	12/16/2014			PUBLIC SAFETY US	2601472-2015	F15137	06/2015	145.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-1010-411.28-04	01/14/2015	LEAGUE COUNCIL TRNG REIMB	01-14-2015		07/2015	10.00
101-1010-411.28-04	01/14/2015	LEAGUE COUNCIL TRNG REIMB	1180703		07/2015	6.78
101-1010-411.28-04	01/15/2015	LEAGUE COUNCIL TRNG REIMB	01-15-2015		07/2015	10.00
101-1010-411.28-04	01/15/2015	LEAGUE COUNCIL TRNG REIMB	1181165		07/2015	12.97
101-1010-411.28-04	01/16/2015	LEAGUE COUNCIL TRNG REIMB	01-16-2015		07/2015	8.00
101-1010-411.28-04	01/16/2015	LEAGUE COUNCIL TRNG REIMB	707978		07/2015	4.87
03/05/2015	86293	NASLAND ENGINEERING	1656			2,960.00
401-5020-432.20-06	02/15/2015	P/E 02/15/15 SEACOAST DR	95552	150593	08/2015	2,960.00
03/05/2015	86294	NEX TECH SYSTEMS, INC	2623			6,834.24
101-5010-431.21-23	02/18/2015	RRFB SYSTEM/SUPPORT	NEX15-12	150560	08/2015	6,834.24
03/05/2015	86295	OFFICE DEPOT, INC	1262			123.20
101-5020-432.30-01	02/18/2015	LABELS/TISSUE/BATTERIES	756269003001	150000	08/2015	68.68
101-5020-432.30-01	01/13/2015	MISC OFFICE SUPPLIES	749299021001	150000	07/2015	46.74
101-5020-432.30-01	01/19/2015	CALENDAR	749299021002	150000	07/2015	7.78
03/05/2015	86296	PITNEY BOWES INC	271			207.36
101-1920-419.25-02	03/03/2015	APR-JUN 2015 POSTAGE METR	545843	150071	10/2015	207.36
03/05/2015	86297	PRINCIPAL FINANCIAL GROUP	2414			4,188.60
101-0000-209.01-14	02/12/2015	PR AP PPE 2/05/15	20150212		08/2015	649.72
101-0000-209.01-16	02/12/2015	PR AP PPE 2/05/15	20150212		08/2015	638.17
101-0000-209.01-21	02/12/2015	PR AP PPE 2/05/15	20150212		08/2015	806.22
101-0000-209.01-14	02/26/2015	PAYROLL AP PPE 2/19/15	20150226		08/2015	649.72
101-0000-209.01-16	02/26/2015	PAYROLL AP PPE 2/19/15	20150226		08/2015	638.55
101-0000-209.01-21	02/26/2015	PAYROLL AP PPE 2/19/15	20150226		08/2015	806.22
03/05/2015	86298	PRO LINE PAINT COMPANY	52			112.55
101-6040-454.30-02	02/25/2015	TRAY LINERS/PAINT	1645-8	150016	08/2015	112.55
03/05/2015	86299	PRUDENTIAL OVERALL SUPPLY	72			465.50
101-5020-432.25-03	02/11/2015	02/11/15 PW UNIFORMS	30477906	150077	08/2015	183.67
101-5020-432.25-03	02/18/2015	02/18/2015 PW UNIFORMS	30479406	150077	08/2015	134.74
101-5020-432.25-03	02/25/2015	02/25/2015 PW UNIFORMS	30480925	150077	08/2015	147.09
03/05/2015	86300	RANCHO AUTO & TRUCK PARTS	1685			92.96
501-1921-419.28-16	02/03/2015	PS 10 CONDENSOR	7693-220234	150014	08/2015	10.13
501-1921-419.28-16	02/03/2015	CREDIT PS 10 CONDENSER	7693-220270	150014	08/2015	10.80
501-1921-419.28-16	02/04/2015	OIL FILTERS	7693-220436	150014	08/2015	17.45
501-1921-419.28-16	02/09/2015	OIL FILTERS/FUEL CAPS	7693-220852	150014	08/2015	15.97
501-1921-419.28-16	02/10/2015	CREDIT RETURNS	7693-220984	150014	08/2015	17.90
501-1921-419.28-16	02/10/2015	#110 TRANSMISSION FILTER	7693-221024	150014	08/2015	14.35
501-1921-419.28-16	02/11/2015	OIL/AIR FILTERS	7693-221251	150014	08/2015	8.61
501-1921-419.28-16	02/17/2015	#113 BLOWER MTR	7693-221825	150014	08/2015	4.80
501-1921-419.28-16	02/20/2015	OIL FILTER/TERRACAIR	7693-222191	150014	08/2015	36.23
501-1921-419.28-16	02/23/2015	FUEL FILTER	7693-222447	150014	08/2015	14.12
03/05/2015	86301	RCP BLOCK & BRICK INC	115			373.25
101-5010-431.30-02	02/23/2015	ASPHALT PATCH	30420296	150030	08/2015	373.25

PREPARED 03/09/2015, 14:06:59
PROGRAM: GM350L
CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
FROM 02/20/2015 TO 03/09/2015

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/05/2015	86318	COUNTY RECORDER	1818			50.00	
101-0000-221.01-02	03/05/2015	NOE 110 EVERGREEN AVE	MF 1169		09/2015	50.00	
DATE RANGE TOTAL *						1,596,195.97 *	



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: MARCH 18, 2015

ORIGINATING DEPT.: GREGORY WADE, ASSISTANT CITY MANAGER *GW*
ERIKA N. CORTEZ, HUMAN RESOURCES MANAGER *EC*

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2015-7557 APPROVING A ONE (1) YEAR EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES FOR EMPLOYEE BENEFITS BROKER OF RECORD SERVICES AND WAIVER OF THE FIVE (5) YEAR BID REQUIREMENT

EXECUTIVE SUMMARY:

Staff is recommending that the City Council adopt Resolution No. 2015-7557 approving a one (1) year extension of the City's Professional Services Agreement with Keenan & Associates for Employee Benefits Broker of Record services. Staff is also recommending that the City Council waive the five (5) year BID requirement. Keenan & Associates will continue to be compensated for work completed, not to exceed commission calendar year caps.

RECOMMENDATION:

That the City Council adopt Resolution No. 2015-7557 approving a one (1) year extension of the City's Professional Services Agreement with Keenan & Associates for Employee Benefits Broker of Record services and waive the five (5) year BID requirement.

RATIONALE:

The performance of Keenan & Associates has been excellent. Additionally, Keenan has developed a strong working relationship with City staff and has become quite familiar with the City's employee benefits needs. City staff also needs additional time to prepare and issue a Request for Proposals for these future services.

OPTIONS:

- Adopt Resolution No. 2015-7557 which will approve the recommendations.
- Provide alternate direction to staff.

BACKGROUND:

On October 19, 2011, the City Council adopted Resolution No. 2011-7107 authorizing the City Manager to execute a Professional Services Agreement with Keenan & Associates for the City's employee benefits broker of services effective October 19, 2011 through December 31, 2012 with the ability of extending it each year thereafter for a total of an additional three (3) years. The final termination date of this Agreement, therefore, would be December 31, 2015.

ANALYSIS:

Pursuant to Imperial Beach Municipal Code 3.04.160 (F), professional services contracts must go out to bid after five years of utilizing the same vendor. However, under subsection (G) of these provisions, the City Council may waive the bid requirements of this section by resolution when it is necessary or convenient for the management of the City's affairs.

The performance of Keenan & Associates has been excellent and they have developed a strong working relationship and knowledge of our City staff. Additionally, the Human Resources Manager will be on maternity leave towards the end of 2015, which will delay the City from preparing, issuing and processing a Request for Proposals (RFP) for these services before the end of December 2015.

Staff anticipates initiating the RFP process in 2016 for qualified Broker organizations to perform Employee Benefit Broker Services.

ENVIRONMENTAL DETERMINATION:

The information presented and the actions recommended are not a project as defined by CEQA.

FISCAL IMPACT:

Keenan & Associates will continue to be compensated for work completed, not to exceed commission calendar year caps as itemized on the Renewal Amendment of the Agreement for Professional Services. The commissions are paid by the contracted vendors in place for health benefits and ancillary products and not through the City's general fund.

Attachments:

1. Resolution No. 2015-7557
2. Renewal Amendment

RESOLUTION NO. 2015-7557

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, APPROVING A ONE (1) YEAR EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES FOR EMPLOYEE BENEFITS BROKER OF RECORD SERVICES AND WAIVER OF THE FIVE (5) YEAR BID REQUIREMENT

WHEREAS, the City Council adopted Resolution No. 2011-7107 authorizing the City Manager to execute a Professional Services Agreement with Keenan & Associates for the City's employee benefits broker of services effective October 19, 2011 through December 31, 2012 with the ability of extending it each year thereafter for a total of an additional three (3) years; and

WHEREAS, staff needs additional time to prepare, issue and process a Request for Proposal (RFP) for these services and make a selection before the end of December 2015; and

WHEREAS, staff anticipates initiating the RFP process in 2016 for qualified Broker organizations to perform Employee Benefit Broker Services; and

WHEREAS, the performance of Keenan & Associates has been excellent; and

WHEREAS, Keenan & Associates will continue to be compensated for work completed, not to exceed commission calendar year caps as itemized on the Renewal Amendment of the Professional Services Agreement.

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

1. The above recitals are true and correct.
2. Approve a one (1) year extension of the Professional Services Agreement with Keenan & Associates for Employee Benefits Broker of Record Services.
3. Authorize the City Manager to waive the five (5) year BID requirement.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 18th day of March 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

RENEWAL AMENDMENT

This Amendment hereby amends the **Agreement for Professional Services** (“Agreement”) dated **October 19, 2011** by and between **Keenan & Associates** and **City of Imperial Beach** (hereinafter referred to collectively as the “Parties”) as follows:

WHEREAS, the current term of the Agreement shall expire on **December 31, 2015**; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions outlined in the Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** The Agreement is hereby renewed for an additional one year term beginning on **January 1, 2016** and ending on **December 31, 2016** (“Renewal Term”).
2. **Cost of Brokers Services.** The Commissions received for the Renewal Term, for non-medical lines of coverage, shall be capped at **\$18,000**.
3. All the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect, and shall govern the conduct of the Parties during the Renewal Term.
4. The effective date of this Amendment is **January 1, 2016**.
5. Each person signing this Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

<u>City of Imperial Beach</u>		<u>Keenan & Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>		<u>By:</u>	Steve Gedestad
<u>Title:</u>		<u>Title:</u>	Executive Vice President
<u>Address:</u>		<u>Address:</u>	901 Calle Amanecer, Ste. 200
			San Clemente, CA 92673
<u>Attention:</u>		<u>Attention:</u>	Rachel Lickley





AGENDA ITEM NO. 2.4

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER AH
MEETING DATE: MARCH 18, 2015
ORIGINATING DEPT.: PUBLIC WORKS HAL
SUBJECT: RESOLUTION NO. 2015-7558 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN ENGINEER'S "REPORT" FOR A SPECIAL ASSESSMENT DISTRICT – AD-67M

EXECUTIVE SUMMARY:

Adoption of Resolution No. 2015-7558 will initiate the steps necessary to levy the annual lighting district assessment for the commercial area on Palm Avenue (State Route 75) from Georgia Street on the east to Rainbow Drive on the west. This assessment will set the parcel costs at the same level as when the District was established in 1992.

RECOMMENDATION:

Adopt Resolution 2015-7558 ordering the preparation of the Engineer's Report for AD 67 (annual lighting Assessment District for State Route 75 commercial properties).

RATIONALE:

This will continue the assessment for street lighting along State Route 75 first established in 1992 and has continued for every subsequent year.

OPTIONS:

- Adopt Resolution 2015-7558 to order the Engineer's Report preparation; or
- Terminate the Assessment District – AD 67 and have the City pay the total cost of S.R. 75 lighting; or
- Terminate the Assessment District – AD-67 and cease street lighting along S.R. 75; or

BACKGROUND:

At the regular scheduled meeting on June 17, 1992, City Council approved and adopted Resolution 92-4130, which formed a Special Assessment District pursuant to the "Lighting and Landscaping Act of 1972" (AD-67M). The purpose of the Assessment District was to pay for the construction and operation and maintenance of streetlights on Highway 75. The attached map (attachment 2) provides the limits or boundaries of the Assessment District.

ANALYSIS:

The proposed Resolution is the formal action of the City Council ordering the preparation of the required Engineer's "Report" for the annual levy of assessments. The proposed assessments are for the purpose of paying San Diego Gas and Electric operating and maintenance expenses of the new street lighting on Highway 75/Palm Avenue. The operating and maintenance will consist of energy costs, lamp maintenance, replacement of light standards as required, and San Diego Gas and Electric ownership costs.

Over the past 22-years, the cost for maintaining the street lighting along S.R. 75 has increased, however the assessment on District parcels has remained unchanged. Thus the City of Imperial Beach general fund has contributed the difference between the Lighting District cost versus the revenue received from the assessment.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Since the District, when established, fixed the assessment fee per parcel, all costs that have been incurred above that fixed amount has been borne by the City's General Fund. The assessments amount to \$12,041. It is estimated that the FY 2014/2015 General Fund cost to the City will be about \$17,000.

Attachments:

1. Resolution No. 2015-7558
2. Assessment District 67 District Map

RESOLUTION NO. 2015-7558

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, INITIATING PROCEEDINGS FOR THE 2015 ANNUAL LEVY OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN ENGINEER'S "REPORT" FOR A SPECIAL ASSESSMENT DISTRICT (AD-67M)

WHEREAS, the City Council of the City of Imperial Beach, California has previously formed a special assessment district pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special assessment district known and designated as ASSESSMENT DISTRICT NO. 67-M (hereinafter referred to as the "Assessment District"); and

WHEREAS, at this time the City Council is desirous to take proceedings to provide for the annual levy of assessments for the next ensuing fiscal year to provide for the annual costs for maintenance of improvements within the Assessment District.

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

RECITALS

SECTION 1. That the above recitals are all true and correct.

DECLARATION OF INTENTION

SECTION 2. That the public interest and convenience requires, and it is the intention of this legislative body to initiate proceedings for the annual levy and collection of special assessments for the payment of annual maintenance and/or servicing costs within the Assessment District.

No new improvements or any substantial changes in existing improvements or zones are proposed as a part of these proceedings.

REPORT OF ENGINEER

SECTION 3. That this improvement is hereby referred to the ASSESSMENT ENGINEER, who is hereby directed to make and file the "Report" generally containing the following:

- A. Plans and specifications describing the general nature, location and extent of the improvements to be maintained;
- B. An estimate of the cost of the maintenance and/or servicing of the improvements for the Assessment District for the referenced fiscal year;
- C. A diagram for the Assessment District, showing the area and properties proposed to be assessed;
- D. An assessment of the estimated costs of the maintenance and/or servicing, assessing the net amount upon all assessable lots and/or parcels within the Assessment District in proportion to the benefits received.

SECTION 4. That upon completion of the preparation of said "Report", the original shall be filed with the City Clerk, who shall then submit the same to this legislative body for its immediate review and consideration.

FISCAL YEAR

SECTION 5. That the above "Report" shall include all costs and expenses of said maintenance and/or servicing relating to the fiscal year commencing July 1, 2015 and ending June 30, 2016.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 18th day of March 2015, by the following vote:

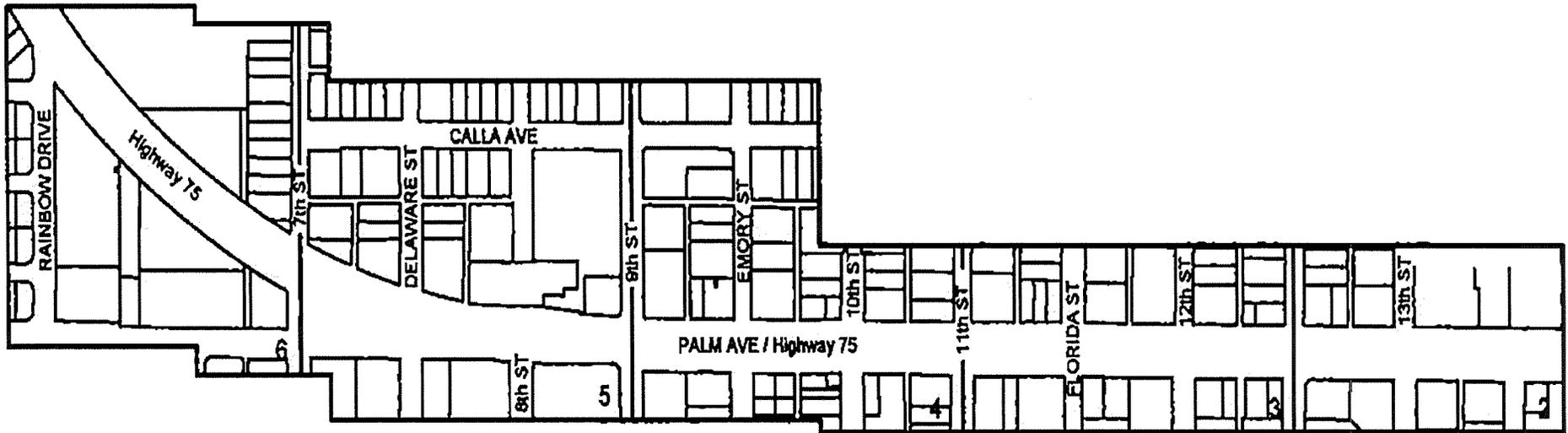
AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

ASSESSMENT DIAGRAM FOR ASSESSMENT DISTRICT NO. 67m (STREET LIGHTING)





**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: MARCH 18, 2015
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES DEPARTMENT *DSB*
SUBJECT: RESOLUTION'S 2015-7561, SA-15-48 AND HA-15-17 APPROVING A FIVE YEAR AGREEMENT WITH LANCE, SOLL & LUNGHARD TO PERFORM THE FINANCIAL AUDIT OF THE CITY OF IMPERIAL BEACH, THE IMPERIAL BEACH REDEVELOPMENT SUCCESSOR AGENCY, AND THE IMPERIAL BEACH HOUSING AUTHORITY

EXECUTIVE SUMMARY:

The primary benefit of an annual audit is the confidence it gives the governing body and the citizens that the financial house is in order. The audit verifies the numbers, ensures accuracy, and assesses procedures. A comprehensive audit also identifies internal controls that should be implemented to improve the integrity of our financial systems. Furthermore, the audit gives closure to the treasurer and sets a starting point for the new year's activity. An audit is also the primary tool for uncovering financial mismanagement. An annual audit is required and an audit firm must be selected.

RECOMMENDATION:

Staff recommends that the City, the Successor Agency, and the Housing Authority hire Lance, Soll & Lunghard to perform the annual financial audit. The contract is for five years, but can be terminated at any time (10 day notice).

RATIONALE:

There has been much improvement in the financial governance of the City over the past 18 months. The relationship between Lance, Soll & Lunghard and the City is better now than at any time in the past. The advantages of continuing this relationship, at this point in time, outweigh any advantages of selecting a different audit firm.

OPTIONS:

- Adopt Resolution 2015-7561, SA-15-48, and HA-15-17 approving the agreement with Lance Soll & Lunghard to provide audit services.
- Adopt Resolution 2015-7561, SA-15-48, and HA-15-17 with changes to the contract.
- Provide direction to the City Manager (i.e. Select a different audit firm.)

BACKGROUND:

The City of Imperial Beach has contracted for audit services from Lance, Soll and Lunghard (LSL) since 2003. Though the City has utilized LSL for several years, the relationship between the current Finance Director and LSL is relatively new. The advantages of continuing with LSL far outweigh the risk associated with utilizing the same firm.

ANALYSIS:

The proposed contract is for a term of five years. The City may terminate this agreement at any time. This gives the City flexibility to change audit firms if deemed necessary. There is much discussion about rotating audit firms and there is even a new law enacted in California. Below is a summary of a few Pros and Cons to audit firm rotation. Given the recent stability in the Finance Department, and improved relationship with LSL, it appears the Cons far outweigh the Pros to seeking a new audit firm. This will be reviewed annually.

Pros to Rotate Audit Firms	Cons to Rotate Audit Firms
<ul style="list-style-type: none"> • Eliminates 'chumminess' that may exist between audit firms and clients. • Enhanced auditor independence. • Increased questions of long-standing practices. 	<ul style="list-style-type: none"> • Increased audit failures (missed items). • Increased start-up costs. • Increased difficulty in timely reporting. • Loss of "institutional knowledge". • Reduced incentives to improve efficiency and audit quality.

There is California law which addresses audit firm rotation. However, the law states that the lead audit partner must rotate, not necessarily the firm. It is standard practice at LSL to rotate the lead audit partner to remain in compliance with AB1345.

AB Section 1345 Section 12410.6 (b) states "Commencing with the 2013-14 fiscal year, a local agency shall not employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years."

An informal Local Government Audit Survey (attached) was conducted. Approximately 75% of the entities surveyed don't have a policy for auditor rotation. Of those that do have a policy, some specify the audit partner rotating, not necessarily the firm.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The City Council approved the fiscal year 2014/15 budget which includes the estimated audit cost. The future amounts will be placed in upcoming budgets.

Attachments:

1. Resolution's No. 2015-7561, SA-15-48, and HA-15-17
2. Local Government Audit Firm Survey
3. Agreements for audit services by Lance, Soll & Lunghard

RESOLUTION NO. 2015-7561

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH LANCE SOLL & LUNGHARD TO PROVIDE AUDIT SERVICES OF THE CITY'S FINANCIAL STATEMENTS

WHEREAS, the City of Imperial Beach is required to complete an annual audit of its financial statements; and

WHEREAS, Lance Soll & Lunghard is a qualified certified public accounting firm and is highly experienced in completing audits of governmental financial statements; and

WHEREAS, Lance Soll & Lunghard has been the auditor for the City of Imperial Beach since 2003 and has specific knowledge and expertise with handling the City's audit that was obtained through multiple years of completing the City's audits; and

WHEREAS, per Imperial Beach Municipal Code section 3.04.160(G), the City Council desires to waive any bid requirements by this Resolution because it is necessary and convenient for the operation of City affairs to have an auditor with prior expertise and knowledge of the City's audits.

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. The City Council hereby approves the contract with Lance Soll & Lunghard, LLP to complete the City's audits for the fiscal years of 2015, 2016, 2017, 2018 and 2019.
3. The City Council authorizes the City Manager to sign the Lance Soll & Lunghard, LLP contract to complete an audit of the City of Imperial Beach's financial statements for the specified time period.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 18th day of March, 2015, by the following roll call vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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

RESOLUTION NO. SA-15-48

RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING AN AGREEMENT FOR AUDIT SERVICES FOR THE SUCCESSOR AGENCY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE AGREEMENT

WHEREAS, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Health and Safety Code Part 1.85, electing for the City to serve as the successor agency to the former Imperial Beach Redevelopment Agency upon the dissolution of the Redevelopment Agency under AB x1 26 ("Successor Agency"); and

WHEREAS, the Successor Agency is required to complete an annual audit of its activities; and

WHEREAS, Lance Soll & Lunghard is a qualified certified public accounting firm and is highly experienced in completing audits of governmental financial statements; and

WHEREAS, Lance Soll & Lunghard has been the auditor for the City of Imperial Beach and former Imperial Beach Redevelopment Agency since 2003 and has specific knowledge and expertise with handling the City's audit that was obtained through multiple years of completing the Successor Agency's audits; and

WHEREAS, per Imperial Beach Municipal Code section 3.04.160(G), the Board desires to waive any bid requirements by this Resolution because it is necessary and convenient for the operation of Successor Agency affairs to have an auditor with prior expertise and knowledge of the Successor Agency's audits.

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 Successor Agency Board hereby approves the agreement with Lance Soll & Lunghard to provide audit services for the Redevelopment Agency Successor Agency for fiscal years 2015, 2016, 2017, 2018 and 2019. The Successor Agency Board further authorizes the Executive Director to sign the agreement upon taking any necessary steps for approval as required by law.
- Section 3.** 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 18th day of March, 2015, by the following vote:

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

SERGE DEDINA
CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, MMC
SECRETARY

RESOLUTION NO. HA-15-17

A RESOLUTION OF THE IMPERIAL BEACH HOUSING AUTHORITY AUTHORIZING AN AGREEMENT FOR AUDIT SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE AGREEMENT

WHEREAS, the Housing Authority is required to complete an annual audit of its financial statements; and

WHEREAS, Lance Soll & Lunghard is a qualified certified public accounting firm and is highly experienced in completing audits of governmental financial statements; and

WHEREAS, Lance Soll & Lunghard has been the auditor for the City of Imperial Beach since 2003 and has specific knowledge and expertise with handling the City's and Housing Authority's audits that was obtained through multiple years of completing such audits; and

WHEREAS, per Imperial Beach Municipal Code section 3.04.160(G), the Board desires to waive any bid requirements by this Resolution because it is necessary and convenient for the operation of Housing Authority affairs to have an auditor with prior expertise and knowledge of the Authority's audits.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority Board of the City of Imperial Beach as follows:

1. The above-listed recitals are true and correct and are hereby incorporated as findings.
2. The Board hereby approves the Professional Services Agreement with Lance Soll & Lunghard to complete audits for the fiscal years of 2015, 2016, 2017, 2018 and 2019.
3. The Board hereby authorizes and directs the Executive Director to execute said Professional Services Agreement for and on behalf of the Housing Authority of the City of Imperial Beach.

PASSED, APPROVED, AND ADOPTED by the Housing Authority Board at its meeting held on the 18th day of March 2015, by the following vote:

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

SERGE DEDINA, CHAIR

ATTEST:

JACQUELINE M. HALD, MMC
SECRETARY

Attachment 2: Local Government Audit Firm Survey

Entity:	Current Auditor	Initial Contract (in Years)						Renewal Option (in Years)						Policy for Auditor Rotation		Maximum auditor retention per policy (in Years)								Other Notes									
		1	2	3	4	5	6 more	0	1	2	3	4 more	YES	NO	1	2	3	4	5	6	7	8	more		NA								
Camrosa Water District				1						1				No																1	5 year max		
Central Contra Costa Sanitary Dist	Maze & Associates				1					1				No																1			
Children & Families Commission	Vavrine, Trine, Day & Co.				1							1		No																1	No formal policy but rotate after 5 years		
City of Agoura Hills	Vavrine, Trine, Day & Co.	1										1		Yes															1	10 year max retention with partner/manager change at 5 year mark			
City of Brea	Lance Soff Lunghard			1								1																					
City of Clovis	Pun & McGeady					1						1		No																1			
City of Corona	Lance Soff Lunghard					1								1	No																1	5 year renewal period	
City of Coronado	Lance Soff Lunghard			1									1	Yes															1	5 year minimum and 10 year max			
City of Huntington Beach	Vavrine, Trine, Day & Co.			1									1	No																1			
City of Irvine	Lance Soff Lunghard				1						1			No																	1	two 1 year options	
City of La Mesa	Rogers, Anderson, Malody & Scott			1								1		No																1			
City of Laguna Hills	Moss, Levy & Hartzheim			1									1	Yes																	1		
City of Lakewood	Punn McGeady			1									1	Yes																	1		
City of Poway	Rogers, Anderson, Malody & Scott			1									1	No																	1	two 1 year options	
City of San Juan Capistrano	Rogers, Anderson, Malody & Scott			1									1	No																	1		
City of San Rafael	Maze & Associates				1								1	No																	1		
City of Seaside	Gallina LLP			1									1	No																	1		
City of Shafter	Teaman Ramirez & Smith			1							1			Yes																	1	Per City Charter no firm may do the audit for more than 3 consecutive years	
City of Tehachapi	Van Lant & Fankhanel				1							1		No																	1		
City of Tracy	Moss, Levy & Hartzheim					1								1	No																	1	
City of Turlock	Maze & Associates	1											1	No																	1	1 year extensions up to five years total	
City of Ventura	White Nelson Deihl Evans				1								1	No																	1		
City of Villa Park	Mayer Hoffman McCann			1										1	No																	1	
City of Yuba City	Moss, Levy & Hartzheim			1										1	No																	1	10 year max by practice/preference
Crescent City	Badawi & Assoc			1										1	No																	1	
Fresno Irrigation District	Brown Armstrong					1								1	No																	1	
Menlo Fire	Maze & Associates			1										1	No																	1	
Monterey Peninsula Airport Distri	Macias Gini & O'Connell			1										1	No																	1	RFP every five years
Olivenhain Municipal Water Distri	White Nelson Deihl Evans			1										1	No																	1	Best practice 5 years unless special circumstances
Orange County Water District	Lance Soff Lunghard				1									1	Yes																	1	
Otay Water District	Teaman Ramirez & Smith	1												1	No																	1	
Padre Dam Municipal Water Distri	White Nelson Deihl Evans			1										1	No																	1	
Palmdale Water District	Charles Fedak & Co.			1										1	No																	1	
Rancho Palos Verdes	Vavrine, Trine, Day & Co.			1										1	Yes																	1	
Regional Government Services Au	James Marta & Assoc			1										1	Yes																	1	two 1 year options
Rincon del Diablo Water District	Charles Fedak & Co.			1										1	No																	1	two 1 year options
San Diego County Water Authority	Macias Gini & O'Connell					1								1	No																	1	Follow GFOA best practice of keeping auditor for minimum of 5 years
San Joaquin County Mosquito & V	Croce & Co.			1										1	Yes																	1	No maximum on auditor retention
Santa Fe Irrigation District	White Nelson Deihl Evans			1										1	No																	1	two 1 year options
Three Valleys Municipal Water Di	Lance Soff Lunghard			1										1	No																	1	Renewed contract for additional 5 years
Upper San Gabriel Valley Municip	Vasquez & Co LLP			1										1	No																	1	
Vallecitos Water District	White Nelson Deihl Evans			1										1	No																	1	
Valley Sanitary	The Pun Group			1										1	No																	1	
Vista Irrigation District	Rogers, Anderson, Malody & Scott			1										1	No																	1	two 1 year options
Western Municipal Water District	Rogers, Anderson, Malody & Scott			1										1	No																	1	

2 2 33 3 5 0 0 7 8 20 6 1 3 No = 35
 4% 4% 73% 7% 11% 0% 0% 16% 18% 44% 13% 2% 7% Yes = 9



City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES

FOR AUDIT SERVICES OF THE CITY OF IMPERIAL BEACH FINANCIAL STATEMENTS

This Agreement, entered into this ___ day of _____, 2015, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and Lance Soll & Lunghard (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, CITY desires to obtain the services of qualified certified public accountants for the purpose of conducting annual audits of its financial books and records; and

WHEREAS, CONSULTANT is a certified public accounting firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, CITY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

CITY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

Section 2. SCOPE OF SERVICES AND COMPENSATION.

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled Scope of Services, attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.
- D. CONSULTANT shall be compensated for work completed, not to exceed a total of \$38,450 for the fiscal year 2014/15, \$38,450 for the fiscal year 2015/16, \$38,450 for fiscal year 2016/17, \$39,250 for fiscal year 2017/18 and \$39,250 for fiscal year 2018/19 audits of the City's financial statements for basic services rendered under this Section 2, as more particularly described in Exhibit B

entitled Quote for Audit Services attached hereto and made a part hereof. CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.

- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

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The Administrative Services Director is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement.

Section 4. LENGTH OF CONTRACT.

The contract between CONSULTANT and CITY will be terminated upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT'S own risk and as a volunteer unless said professional services are so authorized.

Any delay occasioned by causes beyond the control of CONSULTANT may be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and determine whether an extension of time for the completion of the professional services is justified by the circumstances.

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If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed by both parties before performance of such services or CITY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

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- 7.1. At any time during normal business hours and as often as may be deemed necessary

the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this Agreement and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

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

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Section 10. NO ASSIGNMENTS.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which Agency, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

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CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and sub Contractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

Section 14. CONSULTANT NOT AN AGENT.

Except as CITY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

Section 15. INDEMNITY.

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

Section 16. TERMINATION.

CITY or Consultant may terminate this Agreement at any time by giving ten (10) days' written notice to CONSULTANT or CITY of such termination and specifying the effective date thereof at least

ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

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

Section 17. NON-DISCRIMINATION.

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

Section 18. GENERAL CONDITIONS.

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY.

Section 19. OFFICE SPACE AND CLERICAL SUPPORT.

Consultant shall provide its own office space and clerical support at its sole cost and expense.

Section 20. SUBCONTRACTORS.

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

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

Section 21. CONFIDENTIAL RELATIONSHIP.

CITY may from time to time communicate to CONSULTANT certain information to enable Consultant to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Section 22. MEDIATION.

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the parties may, but are not required to, agree to submit such dispute to mediation. If both Parties agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 23. NOTICES.

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

Administrative Services Director
City of Imperial Beach
825 Imperial Beach Blvd
Imperial Beach CA 91932

Lance, Soll & Lunghard, LLP
c/o: Richard Kikuchi
203 North Brea Blvd., Ste. 203
Brea, CA 92821

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 24. CALIFORNIA LAW; VENUE.

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this

Agreement shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 25. ENTIRE AGREEMENT.

This Agreement, and its Attachments and Exhibits, set forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

Section 26. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

Time is of the essence for each and every provision of this agreement that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. Specifically, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

Section 31. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

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

Section 33. DRAFTING AMBIGUITIES.

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

Section 34. CONFLICTS BETWEEN TERMS.

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

Section 35. EXHIBITS INCORPORATED.

Exhibits "A" and "B" are incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

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

*****SIGNATURES ON FOLLOWING PAGE*****

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

CITY:

CITY OF IMPERIAL BEACH,
A municipal corporation

CONSULTANT:

LANCE, SOLL & LUNGHARD, LLP,
a California limited liability partnership

Andy Hall, City Manager

Richard Kikuchi, Partner

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

APPROVED AS TO CONTENT:

Administrative Services Director

Exhibit A

Scope of Services

Accountants will conduct an examination of the financial statements of the City of Imperial Beach for compliance with generally accepted accounting principles as established by the Governmental Accounting Standards Board (GASB), for each of the fiscal years 2014/15, 2015/16, 2016/17, 2017/18 and 2018/19. The audits will be conducted in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants (AICPA) and will include other auditing procedures that are considered necessary. It is understood by the parties that such audit procedures are not primarily designed to and cannot be relied upon to disclose defalcations or other irregularities. Reliance for the prevention or detection of fraud, defalcations, or other irregularities should be placed principally upon an adequate internal accounting system with appropriate and functioning internal controls. It is the responsibility of each party to establish and maintain such an internal control system; however, Accountants will report on internal control weaknesses.

Under the requirements of the federal government's program covering a single audit for all federal grant funds, the compliance and financial audit will be conducted according to the requirements of the Single Audit Act Amendments of 1996 in accordance with generally accepted auditing standards, as well as generally accepted governmental auditing standards if a single audit is required. Accountants' examination will be made in accordance with the standards for financial and compliance audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States, and the provision of Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments.

Accountants' audit will include all funds of the City.

Exhibit B
Quote for Audit Services

	2014-15	2015-16	2016-17	2017-18	2018-19
City Audit	\$ 31,600	\$31,600	\$31,600	\$32,250	\$32,250
State Controller Report	2,600	2,600	2,600	2,650	2,650
Single Audit (if necessary)	4,250	4,250	4,250	4,350	4,350
Total	\$ 38,450	\$ 38,450	\$ 38,450	\$ 39,250	\$ 39,250



Imperial Beach
Redevelopment Agency Successor Agency
AGREEMENT FOR PROFESSIONAL SERVICES

**FOR AUDIT SERVICES OF THE
HOUSING AUTHORITY OF THE CITY OF IMPERIAL BEACH**

This Agreement, entered into this ____ day of _____, 2015, by and between the HOUSING AUTHORITY OF THE CITY OF IMPERIAL BEACH (hereinafter referred to as "AGENCY") and Lance Soll & Lunghard (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, AGENCY desires to obtain the services of qualified certified public accountants for the purpose of conducting annual audits of the Imperial Beach Redevelopment Agency Successor Agency; and

WHEREAS, CONSULTANT is a certified public accounting firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, AGENCY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT AGENCY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

AGENCY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

Section 2. SCOPE OF SERVICES AND COMPENSATION.

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled Scope of Services, and attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and AGENCY agree to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by AGENCY, that are necessary or proper to complete the work and provide the required professional services. CONSULTANT shall be compensated for work completed, not to exceed a total of \$4,100 for the fiscal year 2014/15, \$4,100 for the fiscal year 2015/16, \$4,100 for fiscal year 2016/17, \$4,200 for fiscal year 2017/18 and \$4,200 for fiscal year 2018/19 audits of the AGENCY's financial statements for basic services rendered under this Section 2, as more

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Except as AGENCY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of AGENCY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind AGENCY to any obligation whatsoever.

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

Section 16. TERMINATION.

AGENCY or CONSULTANT may terminate this Agreement at any time by giving ten (10) days' written notice to CONSULTANT or AGENCY of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of AGENCY, become the property of AGENCY. If this Agreement is terminated by AGENCY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, AGENCY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

Section 17. NON-DISCRIMINATION.

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

Section 18. GENERAL CONDITIONS.

CONSULTANT shall provide no services for any private client within the corporate boundaries of the City of Imperial Beach during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of AGENCY.

Section 19. OFFICE SPACE AND CLERICAL SUPPORT.

Consultant shall provide its own office space and clerical support at its sole cost and expense.

Section 20. SUBCONTRACTORS.

20.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the AGENCY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the AGENCY, which shall not be greater than the amounts required of the CONSULTANT.

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AGENCY may from time to time communicate to CONSULTANT certain information to enable Consultant to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of AGENCY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of AGENCY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

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In the event of a dispute between AGENCY and CONSULTANT concerning the terms of this Agreement or its performance, the parties may, but are not required to, agree to submit such dispute to mediation. If both Parties agree to mediation, AGENCY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 23. NOTICES.

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

Administrative Services Director
City of Imperial Beach
825 Imperial Beach Blvd
Imperial Beach CA 91932

Lance, Soll & Lunghard, LLP
c/o: Richard Kikuchi
203 North Brea Blvd., Ste. 203
Brea, CA 92821

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 24. CALIFORNIA LAW; VENUE.

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 25. ENTIRE AGREEMENT.

This Agreement, and its Attachments and Exhibits, set forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

Section 26. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

Time is of the essence for each and every provision of this agreement that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to AGENCY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the AGENCY. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the AGENCY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103.

CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. Specifically, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the AGENCY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

Section 31. RESPONSIBILITY FOR EQUIPMENT.

AGENCY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by AGENCY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

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

Section 33. DRAFTING AMBIGUITIES.

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

Section 34. CONFLICTS BETWEEN TERMS.

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

Section 35. EXHIBITS INCORPORATED.

Exhibits "A" and "B" are incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

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

*****SIGNATURES ON FOLLOWING PAGE*****

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

SUCCESSOR AGENCY:

HOUSING AUTHORITY
OF THE CITY OF
IMPERIAL BEACH,
a California public entity

CONSULTANT:

LANCE, SOLL & LUNGHARD, LLP,
a California limited liability partnership

Andy Hall, Executive Director

Richard Kikuchi, Partner

APPROVED AS TO FORM:

Jennifer M. Lyon, General Counsel

APPROVED AS TO CONTENT:

Administrative Services Director

Exhibit A

Scope of Services

Accountants will conduct an examination of the Housing Authority of the City of Imperial Beach ("Housing Authority") for compliance with generally accepted accounting principles as established by the Governmental Accounting Standards Board (GASB), for each of the fiscal years 2014/15, 2015/16, 2016/17, 2017/18 and 2018/19. The audits will be conducted in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants (AICPA) and will include other auditing procedures that are considered necessary. It is understood by the parties that such audit procedures are not primarily designed to and cannot be relied upon to disclose defalcations or other irregularities. Reliance for the prevention or detection of fraud, defalcations, or other irregularities should be placed principally upon an adequate internal accounting system with appropriate and functioning internal controls. It is the responsibility of each party to establish and maintain such an internal control system; however, Accountants will report on internal control weaknesses.

Accountants will perform a compliance audit of the Housing Authority.

Accountants' audit will include all funds of the Housing Authority.

Exhibit B
Quote for Audit Services

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Housing Authority Audit	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,200	\$ 4,200



Imperial Beach
Redevelopment Agency Successor Agency
AGREEMENT FOR PROFESSIONAL SERVICES

**FOR AUDIT SERVICES OF THE
IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

This Agreement, entered into this ____ day of _____, 2015, by and between the IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY (hereinafter referred to as "AGENCY") and Lance Soll & Lunghard (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, AGENCY desires to obtain the services of qualified certified public accountants for the purpose of conducting annual audits of the Imperial Beach Redevelopment Agency Successor Agency; and

WHEREAS, CONSULTANT is a certified public accounting firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, AGENCY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT AGENCY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

AGENCY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

Section 2. SCOPE OF SERVICES AND COMPENSATION.

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled Scope of Services, attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and AGENCY agree to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by AGENCY, that are necessary or proper to complete the work and provide the required professional services. CONSULTANT shall be compensated for work completed, not to exceed a total of \$6,200 for the fiscal year 2014/15, \$6,200 for the fiscal year 2015/16, \$6,200 for fiscal year 2016/17, \$6,350 for fiscal year 2017/18 and \$6,350 for fiscal year 2018/19 audits of the AGENCY's financial statements for basic services rendered under this Section 2, as more

particularly described in Exhibit B entitled Quote for Audit Services attached hereto and made a part hereof.

- D. CONSULTANT shall be compensated for additional services only upon prior written approval of AGENCY.
- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by AGENCY within thirty (30) days of receipt of invoice. AGENCY agrees that the CONSULTANT's billings are correct unless AGENCY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event AGENCY disputes part or all of an invoice, AGENCY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

Section 3. PROJECT COORDINATION AND SUPERVISION.

The Administrative Services Director is hereby designated as the PROJECT COORDINATOR for AGENCY and will monitor the progress and execution of this Agreement.

Section 4. LENGTH OF CONTRACT.

The contract between CONSULTANT and AGENCY will be terminated upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT'S own risk and as a volunteer unless said professional services are so authorized.

Any delay occasioned by causes beyond the control of CONSULTANT may be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and determine whether an extension of time for the completion of the professional services is justified by the circumstances.

Section 5. CHANGES.

If changes in the work seem merited by AGENCY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by AGENCY in the following manner: a letter outlining the changes shall be forwarded to AGENCY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by AGENCY and executed by both parties before performance of such services or AGENCY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Section 6. OWNERSHIP OF DOCUMENTS.

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall be considered the property of AGENCY. CONSULTANT may retain such copies of said documents and materials as desired, but shall deliver all original materials to AGENCY, excluding auditor work papers for testing.

Section 7. AUDIT OF RECORDS.

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

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

Section 8. PUBLICATION OF DOCUMENTS.

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without AGENCY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by AGENCY, unless otherwise provided by written agreement between the parties. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

Section 9. COVENANT AGAINST CONTINGENT FEES.

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, AGENCY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 10. NO ASSIGNMENTS.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which AGENCY, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the AGENCY. AGENCY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, AGENCY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give AGENCY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which AGENCY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits,

CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

Section 12. LICENSES, PERMITS, ETC.

CONSULTANT represents and declares to AGENCY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to AGENCY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession.

Section 13. INSURANCE.

CONSULTANT shall maintain, during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law. Upon request, AGENCY shall be provided with satisfactory evidence that premiums have been paid and shall deliver to AGENCY certificates of insurance and endorsements as to each policy. Each certificate of insurance shall provide that the policy will not be materially altered or cancelled without first giving 10 days written notice to the AGENCY by certified mail. Coverage shall include appropriate waivers of subrogation as to the AGENCY. CONSULTANT agrees to this requirement irrespective of any other similar obligation imposed on others and CONSULTANT agrees to do so in conformity with the requirements set forth herein including those requirements set forth for certificates of insurance.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and sub Contractors in regard to any functions or activity carried out by them on behalf of AGENCY pursuant to the terms of this Agreement.

Section 14. CONSULTANT NOT AN AGENT.

Except as AGENCY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of AGENCY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind AGENCY to any obligation whatsoever.

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

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Imperial Beach CA 91932

Lance, Soll & Lunghard, LLP
c/o: Richard Kikuchi
203 North Brea Blvd., Ste. 203
Brea, CA 92821

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Time is of the essence for each and every provision of this agreement that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to AGENCY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the AGENCY. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the AGENCY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103.

CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. Specifically, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the AGENCY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

Section 31. RESPONSIBILITY FOR EQUIPMENT.

AGENCY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by AGENCY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

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

Section 33. DRAFTING AMBIGUITIES.

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

Section 34. CONFLICTS BETWEEN TERMS.

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

Section 35. EXHIBITS INCORPORATED.

Exhibits "A" and "B" are incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

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

*****SIGNATURES ON FOLLOWING PAGE*****

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

SUCCESSOR AGENCY:

IMPERIAL BEACH
REDEVELOPMENT AGENCY
SUCCESSOR AGENCY,
a California public entity

CONSULTANT:

LANCE, SOLL & LUNGHARD, LLP,
a California limited liability partnership

Andy Hall, Executive Director

Richard Kikuchi, Partner

APPROVED AS TO FORM:

Jennifer M. Lyon, General Counsel

APPROVED AS TO CONTENT:

Administrative Services Director

Exhibit A

Scope of Services

Accountants will conduct an examination of the Imperial Beach Redevelopment Agency Successor Agency ("Successor Agency") for compliance with generally accepted accounting principles as established by the Governmental Accounting Standards Board (GASB), for each of the fiscal years 2014/15, 2015/16, 2016/17, 2017/18 and 2018/19. The audits will be conducted in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants (AICPA) and will include other auditing procedures that are considered necessary. It is understood by the parties that such audit procedures are not primarily designed to and cannot be relied upon to disclose defalcations or other irregularities. Reliance for the prevention or detection of fraud, defalcations, or other irregularities should be placed principally upon an adequate internal accounting system with appropriate and functioning internal controls. It is the responsibility of each party to establish and maintain such an internal control system; however, Accountants will report on internal control weaknesses.

Accountants will trace expenditures to the approved Recognized Obligation Payment Schedule (ROPS), analyze all outstanding debt balances, and review all transfers to and from other funds. Review the recording of Redevelopment Property Tax Trust Fund (RPTTF) into the Redevelopment Obligation Retirement Fund (RORF). Report the Successor Agency as a Private Purpose Trust Fund in the City's financial statements.

Accountants' audit will include all funds of the Successor Agency.

Exhibit B
Quote for Audit Services

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Successor Agency Audit	\$ 6,200	\$ 6,200	\$ 6,200	\$ 6,350	\$ 6,350



AGENDA ITEM NO. 2.6

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER AH
MEETING DATE: MARCH 18, 2015
ORIGINATING DEPT.: PUBLIC WORKS HAH
SUBJECT: RESOLUTION NO. 2015-7560 DECLARING APRIL AS
"ENVIRONMENTAL AWARENESS MONTH" IN THE CITY OF
IMPERIAL BEACH

EXECUTIVE SUMMARY:

This resolution recognizes the importance of environmental awareness in this community by declaring April as "Environmental Awareness Month" and recognizes a number of activities planned in the City around the month of April.

RECOMMENDATION:

That the City Council adopt resolution 2015-7560 to declare the month of April as Environmental Awareness month in the City of Imperial Beach.

RATIONALE:

Recognizing environmental awareness is consistent with the City's mission as a "Classic Southern California" beach-oriented community rich in natural and cultural resources. The City is also required to implement education and outreach programs for its solid waste management and storm water management programs, which is supported through this resolution action.

OPTIONS:

- Adopt Resolution 2015-7560
- Not adopt the Resolution 2015-7560
- Provide direction to staff for other education and outreach efforts for the City's storm water management and solid waste management programs

BACKGROUND:

The first Earth Day was celebrated in the United States on April 22, 1970. Since then, through the efforts of government, grassroots organizations, and concerned citizens alike, Earth Day has evolved into a day of environmental recognition celebrated around the globe. An important focus of many Earth Day events is the promotion of responsible waste management practices, conservation, and the protection of local water quality.

The State of California requires all cities to implement proactive programs that reduce the amount of waste sent to landfills, protect water quality of local waterways, and implement energy conservation measures. Furthermore, the beachfront, Tijuana Estuary, and San Diego Bayfront are important environmental resources to the region and enhance the quality of life for residents and visitors to the City. The month of April presents an appropriate opportunity in the spirit of Earth Day to recognize a number of education activities and special events during the month that increases knowledge and awareness of key environmental issues.

ANALYSIS:

The City plans to take advantage of the general atmosphere of environmental awareness around the month of April to more effectively engage the community on the City's integrated waste management and storm water programs. In recognition of Earth Day, staff is recommending adoption of a resolution from City Council that would declare April as "Environmental Awareness Month". Several activities are planned around the month of April to encourage community involvement. These activities include:

- Recycling Awareness Outreach: The EDCO Environmental Times newsletter for April will focus on opportunities for Imperial Beach residents and businesses to "Reduce, Reuse, and Recycle".
- Annual Citywide Garage Sale: April 25th the City will hold its annual Citywide Garage Sale for residents to sell and exchange used items. The City provides an online map and free advertisement for residents who participate in this one day event.
- ILACSD Annual Creek to Bay Cleanup: April 25th the City sponsors the annual I Love a Clean San Diego Creek to Bay Cleanup as a collaborative watershed activity for the San Diego Bay WQIP. Cleanup sites will be held throughout San Diego including the South Bay area.
- Annual Home Front Cleanup: May 2nd the City and EDCO will hold its annual Home Front Cleanup event at Mar Vista High School from 7:00 a.m. – 2:00 p.m. Residents can drop off any item - except hazardous materials - free of charge. EDCO will provide recycling for green waste, scrap metals, cardboard, mixed recyclables, and electronics.
- Tijuana River Recovery Team Meeting: May 4th the Tijuana River Recovery Team has scheduled a public meeting with watershed stakeholders to discuss the Tijuana River Recovery Strategy at the Tijuana Estuary from 1:00 p.m. – 4:00 p.m.
- Imperial Beach Sea Level Rise Study: City of Imperial Beach just started the planning and analysis for the Imperial Beach Sea Level Rise Study which will include public outreach and workshops for later this year to discuss sea level rise vulnerability assessment and adaptation planning for the community.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None

Attachments:

1. Resolution 2015-7560

RESOLUTION NO. 2015-7560

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DECLARING APRIL AS "ENVIRONMENTAL AWARENESS MONTH" IN IMPERIAL BEACH

WHEREAS, April 22nd is internationally recognized as Earth Day; and

WHEREAS, Earth Day was initiated in 1970 to inspire awareness of and appreciation for the Earth's environment; and

WHEREAS, the beachfront, Tijuana Estuary, and San Diego Bayfront are important environmental resources to the region and enhance the quality of life for residents and visitors to the City; and

WHEREAS, residents, businesses, government entities, and others can care for the environment by reducing the generation of waste, recycling, minimizing water consumption, lowering energy use, and preventing urban runoff; and

WHEREAS, the City of Imperial beach is required by the State of California to implement proactive programs that reduce the amount of waste sent to landfills, protect water quality of local waterways, and implement energy conservation measures.

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. The month of April is declared "Environmental Awareness Month" in the City of Imperial Beach.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 18th day of March 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



AGENDA ITEM NO. 2.7

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: MARCH 18, 2015
ORIGINATING DEPT.: PUBLIC WORKS *AH*
SUBJECT: RESOLUTION NO. 2015-7559 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER CONFIRMATION OF THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION

EXECUTIVE SUMMARY:

The City's trash and recycling service is provided by EDCO Disposal Corporation. The City's trash service agreement with EDCO provides for an annual customer rate adjustment based on changes to the Consumer Price Index (CPI) and any fluctuation in disposal tipping fees. The last EDCO rate adjustment was in 2013. The attached resolution will direct staff to mail out a 45 day public notice to residents and set the public hearing date for May 20th for the EDCO rate increase that is consistent with the public noticing procedures of Proposition 218.

RECOMMENDATION:

That the City Council adopt resolution 2015-7559 and direct staff to mail out the 45 day public hearing notice and set the public hearing date for May 20th for the EDCO rate adjustment.

RATIONALE:

The City is obligated to provide waste disposal service to its residents and also meet the minimum disposal and diversion standards for solid waste as regulated by the California Department of Resources Recycling and Recovery (CalRecycle). EDCO provides excellent waste disposal service in the City and provides consistent and reliable service that ensures that the City remains in compliance with State regulations. The terms and conditions for a fair rate adjustment were negotiated and set in the City's contract with EDCO.

OPTIONS:

- Adopt Resolution 2015-7559; or
- Defer Resolution 2015-7559 and request additional information;

BACKGROUND:

On June 16, 1999, City Council adopted Resolution No. 99-5080 selecting EDCO Disposal Corporation as the City's provider of integrated waste management services. EDCO

commenced services for the City on January 1, 2000. There have been three amendments to the Agreement since Resolution No. 99-5080 was adopted.

The EDCO Agreement with amendments specifies the method and formula to be used in calculating the maximum allowable rate adjustment based on the Consumer Price Index (CPI) and fluctuations in disposal tipping fees. If a rate adjustment is to be requested for the succeeding year, EDCO must submit the request to the City no later than March 1st. Otherwise, the annual rate adjustment is forgone until the following fiscal year. Upon receipt of the rate adjustment request, the rates are subject to approval by City Council.

On February 25, 2015, EDCO Vice President, John Snyder, delivered a letter to Public Works requesting a Solid Waste Fee adjustment in the maximum allowable service fee. The letter is provided in Attachment 2. The formula for the Solid Waste Fee adjustment is applied to three customer rate categories: 1) single family residential, 2) commercial and multifamily residential and 3) roll-off services. Collectively the proposed EDCO rate adjustments equate to a 2.91% increase for basic residential service, a 3.17% increase in basic commercial service, and 2.44% increase in standard roll-off rates. The proposed increases are to be effective July 1, 2015. City staff's review of the letter request found the rate fee adjustment consistent with the format and procedures contained within the EDCO agreement. The last EDCO service rate adjustment was in 2013.

Rate increases in the State of California require public noticing in accordance with Proposition 218 Articles XIIC and XIID of the California Constitution. The City established Council Policy Number 614 through Resolution 2012-7181 to establish the City's policy for public hearing and protest procedures. City Policy 614 is provided as Attachment 3.

ANALYSIS:

The attached resolution would set the time and place for a public hearing to review and approve the subject maximum fee request by EDCO Disposal Corporation and direct staff to provide a 45 day public notice for the public hearing that is consistent with Proposition 218. Any fee increase shall be confirmed by City Council resolution pursuant to the EDCO Contract, City Policy 614, and in accordance with the Imperial Beach Municipal Code. The proposed time and place of the public hearing is:

6:00 p.m., Wednesday, May 20, 2015
City Council Chambers
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None

Attachments:

1. Resolution 2015-7559
2. EDCO Rate Letter
3. City Policy 614

RESOLUTION NO. 2015-7559**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER CONFIRMATION OF THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION**

WHEREAS, on June 16, 1999, City Council adopted Resolution No. 99-5080 selecting EDCO Disposal Corporation's (EDCO) bid proposal for Integrated Waste Management Services commencing January 1, 2000; and

WHEREAS, an Agreement between the City of Imperial Beach and EDCO for Integrated Waste Management Services was subsequently signed on August 4, 1999; and

WHEREAS, EDCO commenced services for the City on January 1, 2000; and

WHEREAS, Amendment No.1 was signed and effective November 20, 2002 which changed the termination date of the Agreement; and

WHEREAS, Amendment No. 2 was signed and effective March 26, 2008, which changed the eligible rate adjustment date from annually each January to annually each July; and

WHEREAS, the elements of Amendment No. 3 was signed effective March 18, 2009, which modified the City's franchise fee and replaced the Producer Price Index (PPI) with the Consumer Price Index (CPI) as the basis for annual rate adjustments; and

WHEREAS, the Agreement specifies the method and formula to be used in calculating the maximum allowable rate adjustment based on the CPI and fluctuations in disposal tipping fees; and

WHEREAS, EDCO was granted a maximum allowable increase in the disposal rates for calendar years 2002, 2004, 2005, 2006, 2007, FY 2008/09, FY 2012/13, and FY 2013/14; and

WHEREAS, EDCO has requested a maximum allowable rate increase for FY 2015/16 based on formulas and methods described in the Agreement; and

WHEREAS, City staff have reviewed the proposed EDCO rate adjustment and concur that it follows the formulas and methods stated in the Agreement; and

WHEREAS, the City has elected to proceed with a public hearing consistent with California Proposition 218 that is noticed by publication and mailed to impacted rate payers for the maximum allowable rate increase proposed by EDCO, and shall propose a resolution to confirm the fee increase pursuant to the EDCO contract, City Policy 614, and in accordance with the Imperial Beach Municipal Code.

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. The Public Hearing date for the EDCO rate adjustment is set for 6:00 P.M. for May 20, 2015.
3. The City Manager is directed to mail out a 45 day public notice to impacted rate payers and notice the Public Hearing date and time.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 18th day of March 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



February 25, 2015

Mr. H.A. (Hank) Levien
Director of Public Works
City of Imperial Beach
495 Tenth Street
Imperial Beach, CA 91932

Dear Mr. Levien,

EDCO values the relationship with the City of Imperial Beach and takes great pride in serving residents and businesses in Imperial Beach with waste collection and recycling services. Our organization has always been dedicated to providing these services at the highest level while operating in a safe and professional manner.

As you are aware, EDCO's Solid Waste and Recycling Services Agreement with the City of Imperial Beach allows for annual rate adjustments with the last request in 2013. Any adjustments to the rate structure must be based on the Consumer Price Index (CPI) and any fluctuation in disposal tipping fees. For FY-2016 collectively these adjustments equal a 2.91% increase for basic residential service and a 3.17% increase for basic commercial service and are proposed to be effective July 1, 2015.

As always if you should have any questions or require more information please contact me at (619) 287-5696 ext 4204 or email jsnyder@edcodisposal.com. As always, thank you for allowing EDCO to serve the City of Imperial Beach.

Sincerely,

Signature on file

John Snyder
Vice President

"We'll Take Care of It"

Single Family Residential Rates

Step One: Deduct franchise fees from gross rate revenue

Revenue Component (including Franchise Fees) PRIOR YEAR	Annual Amount	Percent of Gross Revenue Including Franchise Fees
Actual Gross Single Family Rate Revenue	\$ 1,716,679	100.0%
Actual Single Family Franchise Fees	\$ 618,004	36.0%
Actual Single Family Rate Revenue Net of Franchise Fees	\$ 1,098,675	64.0%

Step Two: Determine disposal expense and service revenue as a percent of actual rate revenue net of Franchise Fees

Revenue Component (net of Franchise Fees) PRIOR 12 MONTHS	Annual Amount	Percent of Gross Revenue Net of Franchise Fees
Actual Single Family Rate Revenue Net of Franchise Fees	\$ 1,098,675	100.0%
Less: Actual Single Family Refuse Disposal Expense	\$ 226,859	20.6%
Actual Single Family Service Revenue	\$ 871,816	79.4%

Step Three: Calculate percentage change in adjustment factors

Adjustment Factor	Old	New	Percent Change
Disposal Tipping Fee per Ton	\$ 48.58	\$ 50.87	4.71%
CPI- Los Angeles Index	236.648	242.434	2.44%

Step Four: Calculate weighted percentage change in single family rates

Components of Actual Revenue	Component Weight	Percent Change	Weighted Rate Adjustment
Refuse Disposal	20.6%	4.71%	0.97%
Service	79.4%	2.44%	1.94%
Total	100.0%	N/A	2.91%

Step Five: Apply weighted percentage change to single family rates

Includes .03 for Printing and Mailing cost

Service	Current Rate	Weighted Rate Adjustment	Adjusted Monthly Rate
35 gallon cart	\$ 26.09	2.91%	\$ 26.85
64 gallon cart	\$ 26.90	2.91%	\$ 27.68
90 gallon cart	\$ 27.81	2.91%	\$ 28.62
Additional 64 gallon refuse cart	\$ 6.45	2.91%	\$ 6.64
Additional 90 gallon refuse cart	\$ 6.88	2.91%	\$ 7.08

Interim Step: HHW Rate base adju	HHW fund in Current Rate	New HHW fund in Rate	Rate change
HHW Base	\$ 12,000	\$ 12,000	\$ -
Monthly rate	\$ 0.22	\$ 0.22	\$ -

Step Six: Franchise Fee Adjustment

Service	Adjusted Monthly Rate	Add: Franchise Fee Incremental	Final Rate	total increase
35 gallon cart	\$ 26.85	\$ -	\$ 26.85	2.91%
64 gallon cart	\$ 27.68	\$ -	\$ 27.68	2.90%
90 gallon cart	\$ 28.62	\$ -	\$ 28.62	2.91%
Additional 64 gallon refuse cart	\$ 6.64	\$ -	\$ 6.64	2.95%
Additional 90 gallon refuse cart	\$ 7.08	\$ -	\$ 7.08	2.91%

Commercial and MFR Bin Rates

Step One: Deduct franchise fees from gross rate revenue

Revenue Component (including Franchise Fees) PRIOR YEAR	Annual Amount	Percent of Gross Revenue Including Franchise Fees
Actual Gross Commercial and MFR Rate Revenue	\$ 1,567,496	100.0%
Actual Commercial and MFR Franchise Fees	\$ 564,299	36.0%
Actual Commercial MFR Rate Revenue Net of Franchise Fees	\$ 1,003,197	64.0%

Step Two: Determine disposal expense and service revenue as a percent of actual rate revenue

Revenue Component (net of Franchise Fees) PRIOR YEAR	Annual Amount	Percent of Gross Revenue Net of Franchise Fees
Actual Commercial and MFR Rate Revenue Net of Franchise Fees	\$ 1,003,197	100.0%
Less: Actual Commercial and MFR Refuse Disposal Expense	\$ 319,948	31.9%
Actual Commercial and MFR Service Revenue	\$ 683,250	68.1%

Step Three: Calculate percentage change in adjustment factors

Adjustment Factor	Old	New	Percent Change
Disposal Tipping Fee per Ton	\$ 48.58	\$ 50.87	4.71%
CPI- Los Angeles Index	236.648	242.434	2.44%

Step Four: Calculate weighted percentage change in commercial and MFR rates

Components of Actual Revenue	Component Weight	Percent Change	Weighted Rate Adjustment
Refuse Disposal	31.9%	4.71%	1.50%
Service	68.1%	2.44%	1.67%
Total	100.0%	N/A	3.17%

Step Five: Apply weighted percentage change to commercial and MFR rates (Includes .03 for mailing notices)

Service	Current Rate	Weighted Rate Adjustment	Adjusted Monthly Rate
1 ea 3 yard bin once per week	\$ 148.87	3.17%	\$ 153.59
1 ea 3 yard bin twice per week	\$ 271.71	3.17%	\$ 280.32
1 ea 3 yard bin three times per week	\$ 394.53	3.17%	\$ 407.03
1 ea 3 yard bin four times per week	\$ 517.39	3.17%	\$ 533.78
1 ea 3 yard bin five times per week	\$ 640.22	3.17%	\$ 660.51
1 ea 3 yard bin six times per week	\$ 763.06	3.17%	\$ 787.24

Step Six: Franchise Fee Adjustment

Service	Adjusted Monthly Rate	Add: Franchise Fee Incremental	Final Rate	total increase
1 ea 3 yard bin once per week	\$ 153.59	\$ -	\$ 153.59	3.17%
1 ea 3 yard bin twice per week	\$ 280.32	\$ -	\$ 280.32	3.17%
1 ea 3 yard bin three times per week	\$ 407.03	\$ -	\$ 407.03	3.17%
1 ea 3 yard bin four times per week	\$ 533.78	\$ -	\$ 533.78	3.17%
1 ea 3 yard bin five times per week	\$ 660.51	\$ -	\$ 660.51	3.17%
1 ea 3 yard bin six times per week	\$ 787.24	\$ -	\$ 787.24	3.17%

Rolloff Rates

Step One: Calculate percentage change in CPI

Adjustment Factor	Old	New	Percent Change
CPI- Los Angeles Index	236.65	242.43	2.445%

Step Two: Apply percentage change in Consumer Price Index to rolloff rates

Service	Current Rate	Rate Adjustment	Adjusted Rate
Standard rolloff charge per load	\$ 225.14	2.44%	\$ 230.65
Compactor charge per load	\$ 337.71	2.44%	\$ 345.97
Delivery or relocation charge	\$ 64.46	2.44%	\$ 66.04
Charge per ton for each ton over weight limit	\$ 76.03	4.71%	\$ 79.62

Step Three: Franchise Fee Adjustment

Service	Adjusted Rate	Add: Franchise Fee Incremental	Final Rate	total increase
Standard rolloff charge per load	\$ 230.65	\$ -	\$ 230.65	2.4%
Compactor charge per load	\$ 345.97	\$ -	\$ 345.97	2.4%
Delivery or relocation charge	\$ 66.04	\$ -	\$ 66.04	2.4%
Charge per ton for each ton over	\$ 79.62	\$ -	\$ 79.62	4.7%

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICY ON PROPOSITION 218 HEARING PROTEST PROCEDURES	POLICY NUMBER: 614	PAGE 1 OF 4
ADOPTED BY: Resolution No. 2012-7181 AMENDED BY:	DATED: April 18, 2012	

BACKGROUND

Proposition 218, codified in Articles XIIC and XIID of the California Constitution, requires the City to comply with substantive and procedural requirements set forth in section 6 of Article XIID of the California Constitution prior to imposing a fee or charge upon any parcel of property or upon any person as an incident of property ownership. Proposition 218 further requires that the record owner or ratepayer for the parcel upon which the fee or charge is proposed for imposition or increase be notified of the amount of the fee, the basis upon which the amount of the fee was calculated, the reason for the fee, and the date, time, and location of a public hearing on the fee. However, Proposition 218 does not provide specific guidance on who is allowed to submit protests, the procedure for submitting protests, or how the protests are to be tabulated.

PURPOSE

The City Council wishes to set forth procedures to clarify who is permitted to submit protests, the procedure for submitting protests and how protests are to be tabulated. These procedures are intended to be consistent with both Proposition 218 and the Proposition 218 Omnibus Implementation Act codified in the California Government Code.

POLICY

The following protest procedures shall apply to hearings held in accordance with Proposition 218.

1. **Fee or Charge.** For the purposes of this policy, "fee or charge" means any levy other than an ad valorem tax, a special tax, or an assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property-related service.
2. **Property-related Service.** For purposes of this policy, "property-related service" means a public service having a direct relationship to property ownership, and includes water and sewer service charges pursuant to Bighorn-Desert View Water Agency v. Verjil (2006) 39 Cal. 4th 205.
3. **Notice: Increase in Existing Fee.** Prior to increasing a fee or charge, each parcel upon which the fee or charge is proposed for imposition shall be identified. The City shall mail written notice at least forty-five days prior to the

date of the public hearing on the fee or charge to all persons who have signed up to receive the service for which the fee or charge is imposed as reflected in the billing records of the City at the time the notice is given, at the mailing address shown in the billing records of the City (as provided in Government Code section 53755). All mailed notices shall comply with Proposition 218 and the Proposition 218 Omnibus Implementation Act. In addition to the persons identified in this section, the City Clerk shall also mail written notice to anyone who has submitted a request to receive notice of the imposition or increase of a fee or charge.

4. Protest Procedure.

A. Any owners whose names and addresses appear on the last equalized secured property tax assessment roll and any persons who have signed up to receive the property-related service for which the fee or charge is proposed may submit a written protest against the proposed fee or charge at the noticed public hearing, or by U.S. Mail or hand delivery to the City at 825 Imperial Beach Blvd, Imperial Beach, CA 91932. Protests submitted by electronic mail or facsimile, and verbal protests, will not be considered by the City Council to determine whether a majority protest has been received. All members of the public are welcome to make comments at the public hearing whether or not they choose to submit a written protest.

B. All written protests must be submitted before the conclusion of the noticed public hearing. The City shall not accept or consider any protest that is received after the conclusion of the public hearing even if postmarked prior to that time.

C. Written protests must identify the affected property (by assessor's parcel number or street address) and must include the original signature of the person submitting the protest. The person signing the protest shall identify him or herself as either the owner of the parcel as shown on the last equalized security property tax assessment roll or as the person who signed up to receive the property-related service for which the fee or charge is imposed.

D. One written protest per parcel, submitted by the owner of the parcel whose name appears on the last equalized property tax assessment roll or submitted by the person who signed up to receive the property-related service for which the fee or charge is imposed, shall be counted. If either the owner of the parcel whose name appears on the last equalized property tax assessment roll or the person who signed up to receive the property-related service for which the fee or charge is imposed submits a written protest, that protest shall be included in the calculation of whether there is a majority protest against the fee or charge. If more than one person or entity owns the parcel, if one of the owners submits a written protest, that protest shall be included in the calculation of whether there is a majority protest against the fee or charge. Under all circumstances, only one protest per parcel shall be counted.

E. Any person who submits a written protest may withdraw it by submitting a written request that the protest be withdrawn in person at the public hearing or to the City by U.S. Mail before the conclusion of the public hearing. The written withdrawal of a protest shall identify the parcel and the name of either the owner whose name appears on the last equalized secured property tax assessment roll or the person who signed up to receive the property-related service for which the fee or charge is imposed and include a request that the protest be withdrawn. The withdrawal of a protest shall only be valid if it is submitted by the same person who submitted the protest.

F. After the conclusion of the public hearing and tabulation of protests, the written protests shall constitute "public records" (as defined in Government Code section 6254).

G. Complaints by individuals alleging non-receipt of notice shall be rebutted by City demonstration of compliance with section 3 above.

5. Tabulation of Written Protests. The following procedures are hereby adopted for calculating whether a majority protest against a fee or charge has been received:

A. The City shall determine the validity of all protests. The City shall not accept as valid any protest if the City determines that any of the following are applicable:

- i. The protest does not identify a parcel which receives the property related service for which the fee or charge is imposed.
- ii. The protest does not bear the original signature of the person submitting the protest.
- iii. The protest does not state its opposition to the proposed fee or charge which is the subject of the protest proceeding.
- iv. The protest was not received by the City before the close of the public hearing on the proposed fee or charge.
- v. A request to withdraw the protest is received prior to the close of the public hearing on the proposed fee.
- vi. The protest was delivered to the City in a manner other than U.S. mail or personal delivery (such as electronic mail or facsimile).

B. The City's decision regarding the validity of a protest shall constitute final action of the City and shall not be subject to appeal to the City Council or any other employee of the City.

C. The protests shall be tabulated following the close of the public hearing. Tabulation shall be conducted by a designated employee or official of the City, or by a consultant with relevant experience. The tabulation of protests shall be conducted at the City Office. Members of the public shall be permitted to observe the tabulation process, but shall not be entitled to actively participate in the tabulation process.

- D. A majority protest exists if, with respect to a majority of the parcels subject to the proposed fee or charge, written protests which comply with each of the requirements of this resolution are timely submitted and not withdrawn.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: CITY MANAGER, ANDY HALL *AH*
MEETING DATE: MARCH 18, 2015
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT, BUILDING DIVISION *AW*
SUBJECT: CONSIDERATION AND FIRST READING OF ORDINANCE NO. 2015-1150 AMENDING CHANGES IMPERIAL BEACH MUNICIPAL CODE CHAPTER 15.50 (FLOOD DAMAGE PREVENTION)

EXECUTIVE SUMMARY:

The Department of Water Resources (DWR) is the State Agency that oversees local jurisdictions application of Federal Floodplain Regulations. On November 25, 2014, an evaluation of Imperial Beach's Floodplain Management Ordinances and program was performed. The review found the City to be in general compliance. The report from the DWR also requested that the City update its Flood Damage Prevention Ordinance to include language specifically referencing Federal Regulations and California empowerment statutes.

RECOMMENDATION:

That the City Council introduce by the First Reading of Ordinance No. 2015-1150 by title only and waive full reading of the ordinance which amends Chapter 15.50 of the Imperial Beach Municipal Code (Flood Damage Prevention) by adding specific references to Federal Regulations and California empowerment statutes.

RATIONALE:

Amending Chapter 15.50 of the Imperial Beach Municipal Code (IBMC) as requested by the California Department of Water Resources (DWR) will ensure that our City's Flood Damage Prevention regulations are in compliance with applicable Federal and State statutes.

OPTIONS:

In addition to accepting staff's recommendation, the City Council has the following other options:

1. Reject the proposed amendments to the City's Flood Damage Prevention regulations;
2. Recommend modifications to the proposed amendments; or
3. Continue this item and request additional information regarding these proposed amendments.

BACKGROUND:

The DWR performs periodic reviews of all local jurisdictions' floodplain regulations and programs to ensure the provisions of Federal and State statutes are being met. On November 25, 2014, DWR staff conducted a Community Assistance Visit (CAV) in Imperial Beach and met with Imperial Beach City staff. The purpose of the CAV was to provide information about the National Flood Insurance Program (NFIP).

After the CAV, Imperial Beach was commended on behalf of the Federal Emergency Management Agency (FEMA) for implementing the NFIP. It was also determined during the CAV that the City's regulations met the provisions of the various regulatory agencies but lacked specific reference to the Code of Federal Regulations and the State empowerment statutes. In addition, DWR requested that the City adopt the definition of "special flood hazard area" from its model ordinance. To meet the recommendations of the DWR, therefore, the following minor amendments to Chapter 15.50 of the IBMC are recommended (changes are underlined):

IBMC Section 15.50.010. Findings of fact.

A. Flood hazard areas of the city of Imperial Beach are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. Flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

C. The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Imperial Beach does hereby adopt these floodplain management regulations.

IBMC Section 15.50.040. Definitions.

"Floodplain management regulations" mean Federal Emergency Management Agency (FEMA) regulations, zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

* * *

"Special flood hazard area (SFHA)" means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1 A30, AE, A99, AH, V1 V30, VE or V.

IBMC Section 15.50.060. Basis for establishing areas of special flood hazard.

The “areas of special flood hazard” identified by the Federal Emergency Management Agency (Title 44 Code of Federal regulations, Section 59.22(a)(2)), or the Federal Insurance Administration in a scientific and engineering report entitled “Flood Insurance Study for City of Imperial Beach” dated May 16, 2012, and accompanying Flood Insurance Rate Maps dated July 2, 2002 and June 19, 1997 and all subsequent amendments and revisions, are hereby adopted by reference and declared to be a part of this ordinance. This Flood Insurance Study is on file in the community development department at the city of Imperial Beach.

ANALYSIS:

These proposed changes to Chapter 15.50 of the IBMC specify FEMA’s delegation of the regulation and enforcement provisions of FEMA Floodplain regulations defined in the Code of Federal Regulations, Title 44 Section 59.22(a)(2), to the City of Imperial Beach and clarify specific definitions in the City’s floodplain ordinance. These changes will not impact the current program of enforcement or cause any staffing changes. As requested by the DWR, these proposed amendments to Chapter 15.50 of the IBMC were reviewed and accepted by the DWR.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None.

Attachments:

1. Letter from DWR dated January 14, 2015
2. FEMA Community Visit Report
3. Draft Ordinance No. 2015-1150

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION OFFICE
770 FAIRMONT AVENUE, SUITE 102
GLENDALE, CA 91203-1035



JAN 14 2015

Honorable Jim Janney
Mayor of the City of Imperial Beach
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, California 91932

Dear Mayor Janney:

Thank you for the cooperation and courtesy extended to Salomon Miranda of my staff during our Community Assistance Visit (CAV) in your community on Tuesday, November 25, 2014. I hope the meeting was useful and informative for your community's floodplain management staff.

The purpose of the CAV is to provide information about the National Flood Insurance Program (NFIP). On behalf of the Federal Emergency Management Agency (FEMA), I commend your staff for its conscientious efforts in implementing the NFIP. Continued enforcement of the NFIP regulations will ensure your community's good standing in the NFIP and guarantee availability of flood insurance coverage for residences that are in flood hazard areas. A copy of the Department's CAV Report for the City of Imperial Beach is enclosed for your review and action.

Our CAV did reveal a specific action that needs to be taken to bring your community's floodplain management program into compliance with NFIP requirements. We request that your community take the following action:

Update the City's floodplain management ordinance to meet the minimum NFIP requirements pursuant to Title 44, Code of Federal Regulations, Sections 59, 60.3-60.6, and 65.3. However, before the amendments to the City's ordinance are adopted, please provide our office with a draft for review and comment within 60 days of the date of this letter.

If you have questions concerning this letter, the enclosed report, or any aspect of the NFIP, please contact Salomon Miranda of my staff at (818) 500-1645, extension 245 or at salomon@water.ca.gov. I can be reached at (818) 500-1645, extension 222.

Sincerely,

Signature on file

for Mark Stuart, Chief
Southern Region

Enclosures

cc + enclosures: Mr. Jack Holden, Building Official
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, California 91932

Mr. Greg Wade, Community Development Director
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, California 91932

FEDERAL EMERGENCY MANAGEMENT AGENCY			
COMMUNITY VISIT REPORT			
SECTION I			
1. NAME OF COMMUNITY City of Imperial Beach	2. STATE California	3. COMMUNITY ID NUMBER 060291	4. COUNTY San Diego
5. VISIT CONDUCTED BY Salomon Miranda	6. AGENCY California Department of Water Resources		7. DATE OF VISIT November 25, 2014
SECTION II			
8. NAME OF LOCAL OFFICIAL Greg Wade, Community Development Director			9. TELEPHONE NUMBER (619) 628-1356
10. ADDRESS OF LOCAL OFFICIAL 825 Imperial Beach Boulevard, Imperial Beach, California 91932			
SECTION III - FINDINGS			
PART A			
QUESTIONS - Select appropriate response	RESPONSE		
	Serious	Minor	None
1. Are there problems with the community's floodplain management regulations?		X	
2. Are there problems with the community's administrative/enforcement procedures?			X
3. Are there any engineering or other problems with the maps or Flood Insurance Study?			X
4. Are there any other problems in the community's floodplain management program?			X
5. Are there problems with the Biennial Report data?	___ YES	___ X ___ NO	
6. Are there any programmatic issues or problems identified?	___ YES	___ X ___ NO	
7. Are there any potential violations of the community's floodplain management regulations?			
___ A potential violation or violations has/have been identified.			
___ X No violations have been identified.			
___ Actions are being taken on the part of the community to remedy the violation(s) identified during the CAV.			

**NATIONAL FLOOD INSURANCE PROGRAM
COMMUNITY ASSISTANCE VISIT**

*City of Imperial Beach, California
November 25, 2014*

SECTION III – FINDINGS (Continued)

PART B – NARRATIVE

The National Flood Insurance Program (NFIP) is based on an agreement between the federal government and participating communities that have been identified as flood prone. The Federal Emergency Management Agency (FEMA), through the Federal Insurance Administration, makes flood insurance available to the residents of a participating community, provided the community adopts and enforces adequate floodplain management regulations that meet the minimum NFIP requirements. Currently, 22,046 of the nation's 24,112 cities, towns, counties, and boroughs are members of the NFIP.

A Community Assistance Visit (CAV) is a scheduled visit to a NFIP community to maintain periodic contact, evaluate the effectiveness of local floodplain management practices, and offer assistance, if needed.

This report describes the findings of the November 25, 2014, CAV for the community of Imperial Beach and asks for corrective actions where deficiencies were identified. Once these deficiencies are corrected, it will enable your community to comply with the NFIP requirements as specified in *Title 44, Code of Federal Regulations*.

BACKGROUND

The City of Imperial Beach is located in San Diego County, approximately thirteen miles south of the City of San Diego and about five miles north of the City of Tijuana, Mexico. Incorporated on July 18, 1956, the City of Imperial Beach covers 4.5 square miles and, according to the 2010 United States Census, has a population of 26,324 residents.

Imperial Beach enjoys a pleasant Mediterranean climate with warm summers and mild winters. In the summer, high temperatures range from 70 to 75 degrees Fahrenheit. During the winter, temperatures range from 45 to 65 degrees Fahrenheit. Most of the precipitation occurs in the winter and spring and in the form of rain. Average annual rainfall for the city is about 10 inches.

Imperial Beach, bounded by the Otay River to the north, the Tijuana River to the south, and by the Pacific Ocean to the west, has suffered significant flooding in the past. The city's largest flood problem is the Tijuana River. The 1916 flood, which claimed four lives, was the largest ever recorded in its basin and had an estimated flow of 75,000 cubic-feet-per-second (cfs). The most recent flood occurred in February 1980, with a discharge of 33,500 cfs, corresponding to a 25-year event.

Floodflows from the Otay River are no longer free to follow their natural course to the bay because of extensive diking and channelization within the salt evaporation ponds located just north of the city. This channelization has minimized the flood risk from the Otay River.

Imperial Beach is vulnerable to tsunamis and high tides from the Pacific Ocean. To minimize the risk of coastal flooding, the city works with the California Coastal Commission to approve permits for new development in the city's flood hazard coastal zone. In addition, the city participates in the San Diego County's Sea Level Rise study to assess its vulnerability and potential adaptation strategies.

The City of Imperial Beach joined the NFIP on June 1, 1978. According to the Flood Insurance Rate Maps (FIRM), effective June 19, 1997, and May 16, 2012, the City of Imperial Beach has AE (with floodways) and VE (coastal flooding with wave action) flood designation zones. There are 198 insurance policies in force in the community that carry a total value of \$55.2 million in coverage with an annual premium of \$123,923. Since its incorporation, the amount of \$205,128 has been paid towards thirty-four reported losses in the community.

Staff from the Department of Water Resources (DWR) performed the previous Community Assistance Visit on August 4, 2009. The CAV revealed that the City needed to update its floodplain management ordinance in order to meet the minimum NFIP requirements. On November 16, 2009, the City transmitted to DWR a draft copy of its floodplain management ordinance for review and comment. The City adopted the new ordinance on February 17, 2010.

SUPPORT COMMENTS FOR SECTION III – PART A

1. Community's Floodplain Management Regulations

The Floodplain Management Ordinance is found in Chapter 15.50 of the City of Imperial Beach's Municipal Code. After the recent CAV meeting, DWR staff reviewed the ordinance and determined that there is a need for an update to meet the minimum NFIP requirements pursuant to the *Title 44, Code of Federal Regulations, Sections 59, 60.3-60.6, and 65.3 (CFR)*.

To assist the community in updating its floodplain management regulations, DWR provided an electronic copy of the current *California Model Floodplain Management Ordinance*, to the community for reference.

DWR staff request the following updates to the community's floodplain management regulations:

1. Insert citation of Statutory Authorization;
Title 44 Code of Federal Regulations, Section 59.22(a)(2)
[CA Model Ordinance, Section 1.1]
2. Insert the following definitions:
Title 44 Code of Federal Regulations, Section 59.22(1)
[CA Model Ordinance, Section 2.0]
 - Special Flood Hazard Area

2. Community's Administration/Enforcement Procedures

The Director of Community Development is designated as the Floodplain Administrator pursuant to City's Municipal Code, Section 15.50.110.

The Planning and Building Divisions are in charge of reviewing building permit applications. The Building Official determines if the proposed developments lie within a Special Flood Hazard Area (SFHA) and reviews building plans to ensure compliance with the City's floodplain regulations. City staff has incorporated computer mapping tools to better identify proposed projects within the SFHA.

According to City's Ordinance Section 15.50.160.3, the as-built lowest floor elevation in the SFHA is required to be at or above the Base Flood Elevation (BFE) for all new residential and non-residential structures and for all substantial improvements. Non-residential structures can also be flood-proofed to or above the BFE as long as a certification by a registered professional engineer or architect is obtained to demonstrate that the structure is watertight with walls substantially impermeable to water. In areas of shallow flooding (water depth between 1 to 3 feet), the as-built lowest floor elevation is required to be at or above the BFE and two feet above the highest adjacent grade if no depth is specified. All building permits issued in the SFHA are kept in the Building Division.

According to City staff, the community is ninety-five percent built-out and there is little pressure to develop in the SFHA. In the last twelve months there hasn't been any building permits issued in the SFHA for new or substantially improved structures.

3. Engineering or Other Problems with the Maps or Flood Insurance Study

None

4. Other Problems in the Community's Floodplain Management Program

None

5. Problems with the Biennial Report Data

None

6. Programmatic Issues or Problems Identified

None

7. Potential Violations Identified or Suspected of the Community's Floodplain Management Regulations

None

OTHER COMMENTS AND INFORMATION

1. Flood Mitigation Projects, Issues, or Concerns

None

2. Executive Order 11988 Floodplain Management

None

3. Community Action Needed

The community must submit to DWR, **within sixty (60) days** of the date of this report, the following:

A copy of a draft ordinance that amends the City's current floodplain management regulations, as identified in Part A-1 of this report.

4. DWR Follow-up Needed

Review and comment on the draft ordinance.

5. Field Inspection

DWR staff conducted the field inspection prior to the CAV meeting and concluded that there were no construction violations within the community's SFHA.

6. CAV Meeting Attendee List

1. Jack Holden, Building Official, City of Imperial Beach
2. Salomon Miranda, Engineer W.R., Department of Water Resources

SECTION IV

COMPLETED BY THE FEMA REGIONAL OFFICE

Date CAV Closed _____ Initials _____

Salomon Miranda, California Department of Water Resources, Southern Region

ORDINANCE NO. 2015 - 1150

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING SECTIONS 15.50.010, 15.50.040 & 15.50.060 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO FLOODPLAIN MANAGEMENT REGULATIONS

WHEREAS, the City of Imperial Beach ("City") has adopted floodplain management regulations in Chapter 15.50 of the Imperial Beach Municipal Code; and

WHEREAS, on November 25, 2014, an evaluation of Imperial Beach's Floodplain Management Ordinances and program was performed by the California Department of Water Resources ("DWR"), and the review found the City to be in general compliance; and

WHEREAS, the report from the DWR requested that the City update its Flood Damage Prevention Ordinance to include language specifically referencing Federal Regulations and California empowerment statutes and to modify certain definitions; and

WHEREAS, the City Council accepts the proposed modifications to its Floodplain Management Ordinances.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AS FOLLOWS:

Section 1: Section 15.50.010 of the Imperial Beach Municipal Code is hereby amended to read as follows:

A. Flood hazard areas of the city of Imperial Beach are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. Flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

C. The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Imperial Beach does hereby adopt these floodplain management regulations.

Section 2: The definition of "Floodplain management regulations" in Section 15.50.040 of the Imperial Beach Municipal Code is hereby amended to read as follows:

"Floodplain management regulations" mean Federal Emergency Management Agency (FEMA) regulations, zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Section 3: The definition of "Special flood hazard area (SFHA)" is hereby added to Section 15.50.040 of the Imperial Beach Municipal Code to read as follows:

“Special flood hazard area (SFHA)” means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1 A30, AE, A99, AH, V1 V30, VE or V.

Section 4: Section 15.50.060 of the Imperial Beach Municipal Code is hereby amended to read as follows:

The “areas of special flood hazard” identified by the Federal Emergency Management Agency (Title 44 Code of Federal regulations, Section 59.22(a)(2)), or the Federal Insurance Administration in a scientific and engineering report entitled “Flood Insurance Study for City of Imperial Beach” dated May 16, 2012, and accompanying Flood Insurance Rate Maps dated July 2, 2002 and June 19, 1997 and all subsequent amendments and revisions, are hereby adopted by reference and declared to be a part of this ordinance. This Flood Insurance Study is on file in the community development department at the city of Imperial Beach.

Section 5: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 6: The City Clerk is directed to prepare and have published a summary of this Ordinance no less than five days prior to the consideration of its adoption and again within fifteen (15) days following adoption indicating votes cast.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 18th day of March 2015;

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 1st day of April 2015, by the following vote:

AYES:
NAYS:
ABSENT:

Serge Dedina, Mayor

ATTEST:

Jacqueline Hald, City Clerk

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Ordinance No. 2015 - 1150, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING SECTIONS 15.50.010, 15.50.040 & 15.50.060 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO FLOODPLAIN MANAGEMENT REGULATIONS"

JACQUELINE HALD, CITY CLERK

DATE _____



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER AH
MEETING DATE: MARCH 18, 2015
ORIGINATING DEPT.: PUBLIC WORKS AH
SUBJECT: PUBLIC HEARING ON RESOLUTION 2015-7556 OF THE CITY OF IMPERIAL BEACH, CALIFORNIA ADJUSTING A REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PLAN (RTCIP) FEE FOR FISCAL YEAR 2015-2016

EXECUTIVE SUMMARY:

This resolution, if adopted, will increase the minimum Regional Transportation Congestion Improvement Plan (RTCIP) exaction from \$2,254 to \$2,310 beginning July 1, 2015. The TransNet Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions be adjusted every year on July 1 in order to maintain the purchasing power of the program for improvements to the Regional Arterial System. The fee is charged to each new residential dwelling unit constructed during the fiscal year.

RECOMMENDATION:

Adopt Resolution 2015-7556 approving the increase in the RTCIP transportation mitigation fee charged to each new residential dwelling unit constructed in Imperial Beach during FY 2016 from \$2,254 to \$2,310.

RATIONALE:

The TransNet Extension Ordinance passed by the voter of San Diego County in 2006 required each new residential dwelling unit constructed within the County to be charged a RTCIP transportation mitigation fee effective July 1, 2008. This fee is to be adjusted annually to retain purchasing power in anticipation of future inflation.

OPTIONS:

- Adopt resolution 2015-7556 increasing the Transportation Mitigation Fee to \$2,310;
- Reject resolution 2015-7556 with the penalty of losing all future TRANSNET (Prop A) fund allocations to the City.

BACKGROUND:

In accordance with the TransNet Extension Ordinance and Expenditure Plan 04-01, the Imperial Beach City Council adopted ordinance 2008-1067 to establish a transportation uniform mitigation program that will mitigate the regional transportation impacts of new development on the arterial system. As part of the Ordinance, the City was required to adopt a Traffic Congestion Management Fee to be effective on July 1, 2008. At the City Council meeting March 19, 2008, City Council adopted the Regional Transportation Congestion Improvement Plan (RTCIP) fee of \$2,000 per new residential dwelling unit. The fee became effective July 1, 2008. The TransNet Extension Ordinance and Expenditure Plan 04-01 states that "the fee amount per residential unit shall be adjusted annually on July 1 of each year beginning July 1, 2009 based on the Engineering Construction Cost Index as published by the Engineering News Record or similar cost of construction index. Any increase shall not exceed the percentage increase set forth in the construction index. In no event, however, shall the increase be less than two percent per year. The purpose of this annual adjustment is to retain purchasing power in anticipation of future inflation."

For FY 2014-2015 City of Imperial Beach Resolution 2014-7472 increased the fee 2% to a new RTCIP fee of \$2,254 per residential unit because the Engineering Construction Cost Index was less than 2%.

The initiation of and adjustments to the Transportation Congestion Management Fee is to be through a public noticing and public hearing context. On March 5, 2015, a public hearing notice to adjust the Transportation Congestion Management Fee was published in the Eagle & Times – Imperial Beach / South County newspaper for the City Council meeting of March 18, 2015.

ANALYSIS:

For the first time since the initiation of the RTCIP fee initiation, the Engineering Construction Cost Index exceeded 2%. The Engineering Construction Index for FY 2014/15 was 2.5%. Thus in accordance with the TransNet Extension Ordinance and Expenditure Plan 04-01 the RTCIP fee for FY 2014-2015 must increase by 2.5% for a new RTCIP fee of \$2,310 per residential dwelling unit.

Since July 1, 2008, the City of Imperial Beach has collected a total of \$85,613

These fees are collected and programmed to be used as shown in Attachment 2 – Resolution 2008-6601.

Annual fee rates per residential unit since inception have been:

FY 08/09	\$2,000
FY 09/10	\$2,040
FY 10/11	\$2,081
FY 11/12	\$2,123
FY 12/13	\$2,165
FY 13/14	\$2,209
FY 14/15	\$2,254
FY 15/16	\$2,310

ENVIRONMENTAL DETERMINATION:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) on the State CEQA Guidelines.

FISCAL IMPACT:

Adoption of the fee adjustment will allow the City to recover costs that would otherwise be absorbed by the General Fund or diverted from other funds that could be used for other eligible projects. The City is required to place the \$2,310 Transportation Uniform Mitigation Fee per residential dwelling unit building permit issued into a separate interest bearing RTCIP account.

Attachment:

1. Resolution No. 2015-7556

RESOLUTION NO. 2015-7556**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADJUSTING A REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PLAN (RTCIP) FEE FOR FISCAL YEAR 2015-2016**

WHEREAS, in accordance with the TransNet Extension Ordinance and Expenditure Plan 04-01, the Imperial Beach City Council adopted ordinance 2008-1067 to establish a transportation uniform mitigation program that will mitigate the regional transportation impacts of new development on the arterial system; and

WHEREAS, as part of the Ordinance, the City was required to adopt a Traffic Congestion Management Fee to be effective on July 1, 2008; and;

WHEREAS, at the City Council meeting March 19, 2008, City Council adopted the Regional Transportation Congestion Improvement Plan (RTCIP) fee of \$2,000 per new residential dwelling unit; and

WHEREAS, the fee became effective July 1, 2008; and

WHEREAS, the TransNet Extension Ordinance and Expenditure Plan 04-01 states that "the fee amount per residential unit shall be adjusted annually on July 1 of each year beginning July 1, 2009 based on the Engineering Construction Cost Index as published by the Engineering News Record or similar cost of construction index;" and

WHEREAS, any increase shall not exceed the percentage increase set forth in the construction index and in no event, however, shall the increase be less than two percent per year; and

WHEREAS, the initiation of and adjustments to the Transportation Congestion Management Fee is to be through public noticing and public hearing; and

WHEREAS, on March 5, 2015, a public hearing notice to adjust the Transportation Congestion Management Fee was published in the Eagle & Times – Imperial Beach / South County newspaper for City Council meeting of March 18, 2015; and

WHEREAS, the FY 2014-2015 City of Imperial Beach Resolution No. 2014-7472 increased the fee 2% to a new RTCIP fee of \$2,254 per residential unit because the Engineering Construction Cost Index was less than 2%; and

WHEREAS, the Engineering Construction Cost Index for FY 2013/2014 was 2.5%; and

WHEREAS, in accordance with the TransNet Extension Ordinance and Expenditure Plan 04-01, the RTCIP fee for FY 2015-2016 must increase by 2.5% for a new RTCIP fee of \$2,310 per residential dwelling unit.

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

1. The above recitals are true and correct.
2. This legislative body adopts a \$2,310 Transportation Uniform Mitigation Fee (Regional Transportation Congestion Improvement Plan Fee) per new residential dwelling unit effective July 1, 2015.
3. The \$2,310 Transportation Uniform Mitigation Fee per residential dwelling unit building

permit issued is to be placed into a separate interest bearing RTCIP account.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 18th day of March 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER AH
MEETING DATE: MARCH 18, 2015
ORIGINATING DEPT.: CITY ADMINISTRATION
SUBJECT: DEMONSTRATION ROUNDABOUT (9TH AND DONAX) STUDY REPORT

EXECUTIVE SUMMARY:

This staff report presents a 3-month observation on the performance of a demonstration roundabout at 9th Street and Donax Avenue. A temporary roundabout facility was installed at the intersection of 9th Street and Donax Avenue in November 2014 as directed by City Council. The City Council asked staff to evaluate the effectiveness of the roundabout and report the findings to the City Council. Measurements and metrics have been collected and tabulated, along with public input and correspondence.

RECOMMENDATION:

1. Receive a report on potential modifications to the existing Roundabout based on the 3-month observation and information about the Demonstration Roundabout Study report as drafted by KOA Corporation and found in attachment 1.
2. Provide staff direction on the next step(s) (as identified herein) relative to the 9th and Donax Avenue Roundabout evaluation.

RATIONALE:

Because the roundabout is a new facility and traffic control method in Imperial Beach, it is important to monitor the effectiveness of the roundabout and provide information to the City Council so that a determination can be made about whether the roundabout should be a permanent feature.

OPTIONS:

Staff would recommend that there are several courses of action including, but not limited to:

- Direct staff to continue to monitor the roundabout and continue to make comparative analysis of the intersection and provide this information to the City Council at a later date.
- Direction staff to make immediate alterations to the roundabout to improve safety and continue to make comparative analysis of the intersection including, but not limited to:
 - Adjust lighting to ensure the crosswalks are properly lit.
 - Increase the size of the roundabout to encourage slower speeds through the

- Place attractive barriers at the right angles of the sidewalks to encourage pedestrians to cross in the appropriate locations.
- Improve the signage to inform residents about the proper use of the roundabout, and potentially relocate the signs to a more effective location.
- Remove some of the cones and other distractions in the roundabout to reduce visual distraction.
- Explore the restoration of as many on-street parking stalls as possible.
- Direct staff to remove the demonstration roundabout and return the intersection to a four-way stop.
- Direct staff to design a permanent roundabout for the intersection.

BACKGROUND:

On September 19, 2012, staff was directed by Council to explore potential locations for the installation of a roundabout that would replace a four-way stop control that now exists. On July 17, 2013, City Council designated the intersection of 9th Street and Donax Avenue for the installation of a temporary demonstration roundabout. This roundabout was constructed and placed in operation in November 2014. Staff and City's Traffic Engineer have since monitored the roundabout performance and collected metrics on the intersection including comments from residents and others on the performance of the roundabout.

The use of a roundabout for traffic regulation in Imperial Beach is a new concept despite the use of roundabouts in many other jurisdictions for a long period of time. Therefore, it is not surprising that there has been significant input and a lot of opinions expressed regarding the demonstration roundabout installed at the intersection of 9th Street and Donax. It is not unusual for residents to need some period of time to acclimate to differences in intersection controls regardless of the change of method.

ANALYSIS:

The intention of the City Council was to install a trial facility that would reduce the severity of vehicular accidents through a reduction in head on and T-Bone accidents (safety), improve traffic flow for vehicles and bicyclists without the need to stop when the intersection is clear (flow), improve pedestrian safety by having pedestrians farther from the actual intersection (pedestrian safety), and improve the environment by reducing the idling time of vehicles (environment). In order to determine if these goals are being satisfied, staff has prepared this report for the City Council.

Safety

Safety is the primary concern raised in the public comment received by staff. Following the installation of the roundabout at the intersection of 9th and Donax, the number of reportable incidents during the same period of time a year ago is similar to the number of incident after the installation of the roundabout. So far, there have been two reported accidents since the installation, neither of which resulted in emergency transport of patients. The accidents to date have not involved head on or T-Bone collisions.

The City's traffic engineering firm, KOA Corporation, has completed a report (Attachment 1) that suggests the performance of the roundabout is not markedly different than with the four-way stop "although the roundabout does operate a bit more efficiently with virtually no delay for drivers." The vehicle accident data for the study period and the year previous is similar before

and after the roundabout installation – one non-injury accident before the roundabout installation and one non-injury accident after the roundabout installation. It should be noted that since the completion of the report, a second accident was reported during the week of March 9, 2015.

Flow

The 9th Street and Donax intersection is not a high volume intersection that experiences failing levels of service at peak periods. Therefore, traffic flow is not significantly improved or impacted through the installation of the roundabout. Public comments would suggest that commuters and bicyclists tend to prefer the continuous flow, while adjacent residents and pedestrians feel safer when traffic is required to stop.

Pedestrian Safety

It is uncommon in the community to cross an intersection in any location other than at the right angle of created by the intersection of the roads. In a roundabout scenario, the pedestrian crossing is located several feet prior to the right angle and crossing in the traditional location is challenging. Furthermore, the lighting at the intersection was designed to light the intersection, not the revised locations of the crosswalks. Public comments would suggest that there have been some near miss situations due to both drive and pedestrian experience with roundabouts.

Environment

Automobiles expel exhaust at a higher rate while idling than when in motion. If the traffic flow through a roundabout is more continuous, it stands to reason that air quality will be improved. Staff does not have prior period readings for the specific intersection, so a comparison would be ineffective. Rather, it is presumed that with fewer starts and stops, pollutants are reduced.

The City Council also requested that staff accept public comment and provide a summary of the comments received prior to the public meeting. The comments, emails, and letters included:

- November 20, 2014 – letter with 95 signatures (both resident and non-resident) opposing the roundabout.
- November 21, 2014 – two complaint forms received from different residents opposing the roundabout.
- December 2, 2014 – e-mail objecting because traffic not cautious when driving through the roundabout.
- December 9, 2014 – adjacent apartment owner noting tenants objecting due to street side parking removed.
- December 29, 2014 – voice message indicating support, but concern that people are not cautious when going through the roundabout.
- January 14, 2015 – one office visitor suggested changes to roundabout design.
- January 19, 2015 & February 25, 2015 – same person called to register his concern about traffic not yielding in intersection.
- January 21, 2015 – letter with numerous face book comments on roundabouts in general, typically expressing concern, with some support for the roundabout.
- January 26, 2015 – e-mail in support of the roundabout.
- February 4, 2015 – e-mail with video of improper use of the roundabout by the driver.
- February 18, 2015 – e-mail with video of improper use of the roundabout by the driver.
- March 2, 2015 - letter suggesting the roundabout is not big enough to slow traffic.
- March 9, 2015 – letter of support for the roundabout.

From a traffic analysis perspective, the actual engineering studies indicate through objective measures that the roundabout is no more dangerous than the previous four-way stop. However, there are antidotal reports and observations by residents that the roundabout is unsafe at this intersection.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The fiscal impact is dependent on the decision(s) made on the future of the roundabout.

- To remove the roundabout and re-establish the four-way stop is estimated at \$500 in materials, plus labor.
- To continue to monitor and record metrics for another 6 or 12 months is estimated at \$5,000.
- To move forward with a permanent roundabout is estimated at \$300,000 (including design and construction).
- To modify the design to increase street side parking and increase the diameter of the center circle is estimated at \$1,000, plus labor.

Attachments:

1. KOA Corporation "9th Street and Donax Avenue Roundabout: Imperial Beach City Council Staff Report" dated March 4, 2015

March 5th, 2015
JB14106 Task 011

Mr. Hank Levien, Director
Public Works Department
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

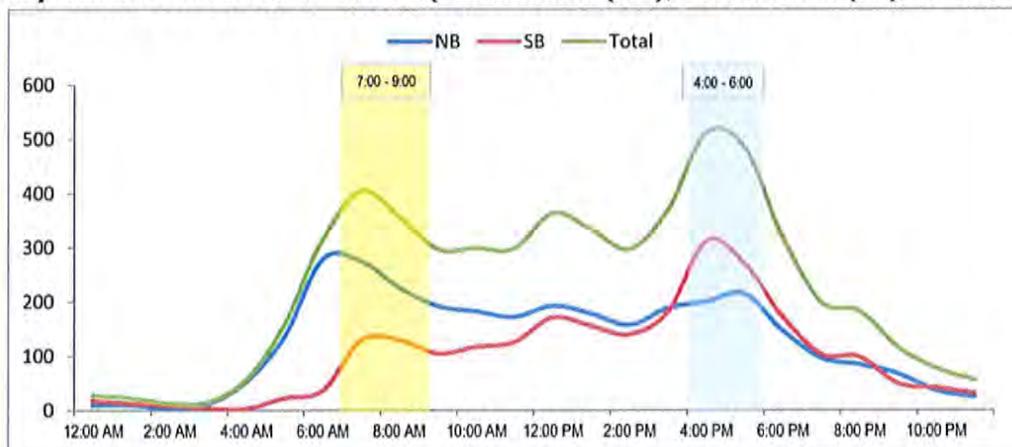
SUBJECT: 9th Street and Donax Avenue Roundabout: Imperial Beach City Council Report

Dear Mr. Levien,

Data on traffic volume, peak hours of operation, and safety history was collected on the roundabout at 9th Street and Donax Avenue after its installation. This data is summarized below:

- 5,600 vehicles per day travel through the roundabout on 9th Street in both directions which is the higher volume street (Level of Service B). In 2010 the total average daily traffic (ADT) on 9th near this location was reported as 6,600 vehicles per day. The volumes have apparently decreased in this most recent 2015 count, but we cannot assume this is due to the roundabout itself. In either event the resulting level of service is quite good for this type of roadway.
- AM Peak Period (7:15-8:15am)
 - 604 vehicles
 - 28 pedestrians
 - 7 bicycles
- PM Peak Period (4:00-5:00pm)
 - 692 vehicles
 - 22 pedestrians
 - 27 bicycles
- There have been no right-of-way citations at the immediate area of the roundabout since its implementation.
- There have been no injury-inducing accidents at the roundabout since its implementation.
- Two non-injury-inducing accidents at the roundabout in the last year. We understand that one of these occurred before the roundabout was installed, and the other occurred after installation.

Daily Traffic Volume on 9th Street (Northbound (NB), Southbound (SB), and Total)



Segment Level of Service (LOS) Table

9th St: Elm Ave to Palm Ave					
Classification:	Level of Service (LOS)	2010 Average Daily Traffic (ADT)	2010 LOS	2015 Average Daily Traffic (ADT)	2015 LOS
4 Lane Community Collector	E	19,000	C	6,600	B

Regarding the performance of the roundabout in the peak period we selected the PM peak (between 4 and 6 PM) as representative of the more intense condition having obtained counts for three periods recently counted: the AM peak, the mid-afternoon peak, and the PM peak. Using software to apply the methods commonly accepted for this determination we established that the PM peak level of service between 4 and 6 PM for the roundabout is quite good. Our calculations using the same data also show that previously as an all-way stop controlled intersection the LOS did operate with not much delay, although the roundabout does operate a bit more efficiently with virtually no delay for drivers.

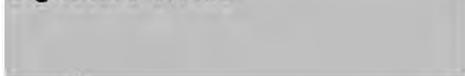
Regarding the speed that motorists drive through the roundabout, we have been asked if the design could be adjusted to somewhat lower the speed. It would be possible to do that should the installation be made permanent with new construction by increasing the center radius of the central circle while somewhat relaxing the outer radius to still allow for larger vehicles to negotiate the roundabout.

Safety information was obtained from the San Diego County Sheriff's Department. KOA Corporation provided traffic volume and peak period information.

Sincerely,

KOA CORPORATION

Signature on file



J. Arnold Torma, P.E.
 California TR # 1143



AGENDA ITEM NO. 5.2

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: MARCH 18, 2015
ORIGINATING DEPT.: PUBLIC WORKS *AHJ*
SUBJECT: REPORT ON THE RECOVERY STRATEGY FOR THE TIJUANA RIVER VALLEY

EXECUTIVE SUMMARY:

At the January 21, 2015 City Council meeting the City Manager was authorized through resolution 2015-7540 to send a commitment letter that endorsed the 2012 Tijuana River Recovery Strategy and commits the City to the voluntary collaboration among multiple agencies to develop and implement a Five Year Action Plan for the Tijuana River Valley. At that meeting Council also requested to have an opportunity at a future meeting to discuss the 2012 Tijuana River Recovery Strategy and the efforts of the Tijuana River Recovery Team.

RECOMMENDATION:

- That the City Council receive the report.
- City staff and a representative from the San Diego Regional Water Quality Control Board present a brief overview of strategy.
- Staff answer questions on the Recovery Strategy.

RATIONALE:

The City is concerned about trash, sediment, and water quality issues from the Tijuana River and participates in multiple stakeholder efforts to clean up and restore the Tijuana River Valley.

OPTIONS:

- Receive and file the report
- Discuss the City's priorities for addressing the issues in the Tijuana River
- Direct staff to return with a report on any of the other ongoing efforts in the Tijuana River

BACKGROUND:

Since 2008, the City of Imperial Beach, along with more than 30 participating federal, state, and local agencies have been involved in the San Diego Regional Water Quality Control Board's effort with the Tijuana River Recovery Team to collectively address the trash, sediment, and water quality issues in the River Valley. In 2012, the Recovery Team released the Tijuana River Valley Recovery Strategy as a plan for the first phase of actions to clean up the Valley and restore its beneficial uses. The Recovery Strategy also serves as a policy tool for stakeholders

and funding agencies to have a clear understanding of both the problems and solutions that will allow the Recovery Team to achieve its vision and mission. The Recovery Strategy is provided as Attachment 1.

The **Mission** statement of the Recovery Strategy is to bring together the governmental, administrative, regulatory, and funding agencies in tandem with advice from the scientific community, the environmental community, and affected stakeholders to protect the Tijuana River Valley from future accumulations of trash and sediment, identify, remove, recycle or dispose of existing trash and sediment, and restore the Tijuana River floodplain to a balanced wetland ecosystem.

The **Vision** of the Recovery Strategy is to have a Tijuana River Valley free of historic trash and sediment, protected from future deposits of trash and sediment, restored to a sustained physical, chemical and biological integrity, and performing its hydrologic functions, while respecting the interests of current and future landowners and users.

The City of Imperial Beach does not have any direct land use authority in the Tijuana River Valley to implement the projects identified in the Recovery Strategy; however, the City is impacted by the poor water quality conditions in the Tijuana River would like to see the successful implementation of the Recovery Strategy. As a Steering Committee member on the Tijuana River Recovery Team, the City has endorsed the 2012 Recovery Strategy for the Tijuana River Valley through resolution 2012-7268 and recently reaffirmed the City's commitment to participate in the Tijuana River Recovery Team through resolution 2015-7540.

ANALYSIS:

The Steering Committee for the Recovery Team has developed a Draft Five Year Action Plan that is provided as Attachment 2. The Action Plan identifies 10 priority project categories from the 2012 Recovery Strategy that the participating agencies in the Recovery Team agree to collaborate on over the next five years. These projects include:

- Reclamation of the Nelson Sloan Quarry
- Brown Property Restoration
- Preparation of a Sediment Management Plan for the Tijuana River Valley
- Tijuana River Valley Recovery Team Mission Support
- Targeted Sediment and Trash Removal Projects
- Binational Tijuana River, estuary, Offshore, and Watershed Monitoring and Assessment Project
- Partnering with Mexico on Source Reduction of Sediment and Trash
- Channel Improvements and Trash Interception in Stewart's (Puerta Blanca) Drain
- Climate Change and Adaptation Plan for the Estuary and River Valley
- Tijuana River Watershed Education/Outreach Program

The City of Imperial Beach participates in multiple collaborative and somewhat overlapping stakeholder efforts to address trash, sediment, water quality, and conservation issues in the Tijuana River Valley. While this staff report primarily serves as an opportunity for Council to discuss the efforts of the Recovery Team, it is equally important to understand how it all fits in with a larger context to the other efforts in the Valley. A summary of the important efforts in the Tijuana River Valley is summarized below:

- **EPA Border 2020 Program:** A federal program managed by the U.S. Environmental Protection Agency that encourages meaningful participation from border communities to address pollution issues related to clean air, clean water, waste management,

emergency preparedness, and environmental stewardship. The Tijuana River watershed is a stated priority however, only limited funding has been provided by the federal government. The City participates in the Border 2020 Program.

- **IBWC Citizen Forum:** An advisory group made up of community representatives that interface with the federal International Boundary and Water Commission who operates the international wastewater treatment plant in the Tijuana River Valley. Council member Spriggs sits on the Citizen Forum.
- **IBWC Treaty Minute:** A new effort by the IBWC to specifically address trash, sediment, and water quality issues in the Tijuana River through an international treaty that establishes a framework to establish future binational partnerships to improve conditions in the Tijuana River. The City participated in the development of the Minute that should be signed later this year by the U.S. and Mexican governments.
- **TRNERR Advisory Council:** An advisory group that oversees the management of the Tijuana River National Estuarine Research Reserve. The City is a sitting member of the advisory council.
- **Tijuana River WQIP:** The Municipal Storm Water Permit requires the development of Water Quality Improvement Plans for each watershed management area to identify and prioritize water quality issues that can be addressed through storm water management programs. The City is the lead agency on the Tijuana River WQIP.
- **San Diego Integrated Regional Water Management (IRWM) Program:** A statewide program supported by bond funding for competitive grants aimed at developing long-term water supply reliability, improving water quality, and protecting natural resources. The City sits on the Regional Advisory Committee for the San Diego IRWM Program.
- **SANDAG Borders Committee:** provides oversight for planning activities that impact the borders of the San Diego region including issues on the Tijuana River. No one from the City participates on the SANDAG Borders Committee at this time.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

This commitment carries no specific fiscal impact other than staff time for participation in the Recovery Team Steering Committee. Any other financial commitment will be subject to a separate review and approval by the City.

Attachments:

1. 2012 Recovery Strategy
2. Draft Tijuana River Recovery Team Five-Year Action Plan



Tijuana River Valley Recovery Team

RECOVERY STRATEGY

Living with the Water





A Message from David Gibson

Executive Director; Regional Water Quality Control Board, San Diego Region

The Tijuana River Valley (Valley) has a decades-long history of water quality issues. Significant improvements in the arena of wastewater treatment have in recent years improved water quality on both sides of the border. However, stormwater flows continue to bring substantial amounts of sediment and trash and other contaminants into the Valley from sources in both the United States (U.S.) and Mexico. The sediment and trash pollutants cause water quality impairments, threaten life and property from flooding, degrade valuable riparian and estuarine habitats, and impact recreational opportunities for residents and visitors.

Many public agencies and non-profit organizations have worked tirelessly on both sides of the border to resolve the Valley's water quality issues. They have held cleanups, built a sediment basin, piloted trash capture devices, executed ecosystem restoration activities, purchased land, and performed many other projects. The Tijuana River Valley Recovery Strategy (Recovery Strategy) represents the work of representatives from these and other agencies with operational or land management authority in the Valley to reach consensus on actions to resolve sediment and trash issues. The Recovery Strategy has also been reviewed and shaped by the thoughtful comments from stakeholders who live, work, and/or regularly visit the Valley. These individuals collectively represent the Tijuana River Valley Recovery Team (Recovery Team).

From the perspective of the San Diego Regional Water Quality Control Board (Regional Board), cleaning up sediment and trash in the Valley is a high priority. Since many of the sources of sediment and trash are outside of the jurisdiction of the agencies we regulate, the Regional Board has chosen to pursue a collaborative, stakeholder-led approach to address these problems. As the Regional Board's Executive Officer, I firmly believe the approaches outlined in the Recovery Strategy can successfully reduce the sediment and trash currently degrading beneficial uses, including water quality, exacerbating flooding, affecting habitat and impacting recreation.

The purpose of the Recovery Strategy is twofold. First, it is intended to be a concise summary of the first phase of actions to cleanup the Valley and restore its beneficial uses. Second, it is intended to outline the steps in a way that will allow stakeholders, policy makers, and potential funding sources have a clear understanding of both the problems and the solutions that will allow the Recovery Team to achieve its vision and mission. Ultimately, members of the Recovery Team will implement the strategy through enhanced relationships and partnerships. Finally, the Recovery Strategy acknowledges that resolution to the sediment and trash problems will require partnerships between the U.S. and Mexico to provide watershed-based solutions. The Recovery Team recognizes that source control and pollution prevention activities are often the best and most economically feasible long-term solutions to sediment and trash and other water quality problems. Accordingly, there is no time like the present to work together to build and enhance cross-border communication and relationships. This will lead to our common goals of a healthy Valley, free of pollutants, where plants and animals can thrive and residents, visitors, and landowners can enjoy the unique jewel that is the Tijuana River Valley.

On behalf of the Regional Board, I would like to thank all of the members of the Recovery Team for the work that has been accomplished in developing this Recovery Strategy, and to offer our continuing support.

David Gibson
Co-Chair, Tijuana River Valley Recovery Team

The Condition of the Tijuana River Watershed

The Tijuana River watershed is a large and complex ecological system that straddles the international border between the U.S. and Mexico. The watershed drains through a vibrant, urban environment adjacent to the border into the Valley, in the southwest corner of the U.S. The Tijuana River flows from the watershed into the Tijuana Estuary and then into the Pacific Ocean. Sediment, trash, and other pollutants carried in stormwater runoff currently threaten the Valley's valuable ecological, recreational and economic resources. This document provides a strategy for collaborative, bi-national efforts directed toward long-term recovery and protection of this unique, irreplaceable resource.

Valley is a Unique Resource

Estuaries are a hydrological and biological crossroads, defined as the portion of the coastal zone where there is interaction of ocean water, fresh water, land, and atmosphere. These areas are highly productive and support a wide range of biodiversity that includes rare and unique plants and animals. The Tijuana estuary is one of only two coastal estuaries in southern California large enough, and unimpeded by development, to be resilient to climate change. It is also the only coastal lagoon in southern California that is primarily under public ownership and not bisected by roads and railroads, which contributes to its ecological resiliency and value. There are also important historical and cultural resources in the Valley. Accordingly, the estuary has been designated as a national research reserve (Tijuana River National Estuarine Research Reserve, or TRNERR) and is protected and managed through a federal-state cooperative effort for long-term research, education and interpretation.

The Valley is an important recreational resource, with more than 35 miles of multi-use trails for hiking, biking, equestrian and other uses. The surf offshore of the estuary is considered one of the best surf spots in southern California. Visitors can experience everything from dense riparian forests along the Tijuana River to coastal maritime sage scrub on top of Spooner's Mesa to sandy beach habitat along the Pacific Ocean. In addition to the Valley's natural and cultural resources, there are active recreation fields, picnic areas, and a community garden.

Several agencies have significant infrastructure investments in the Valley. The U.S. Navy operates Navy Outlying Field Imperial Beach, which is one of its primary helicopter pilot training facilities on the West Coast on the northern periphery of the Valley at the Navy Outlying Field Imperial Beach.



Tijuana River Watershed drains 1,700 miles to the Pacific Ocean through the Tijuana River Valley in southern San Diego County



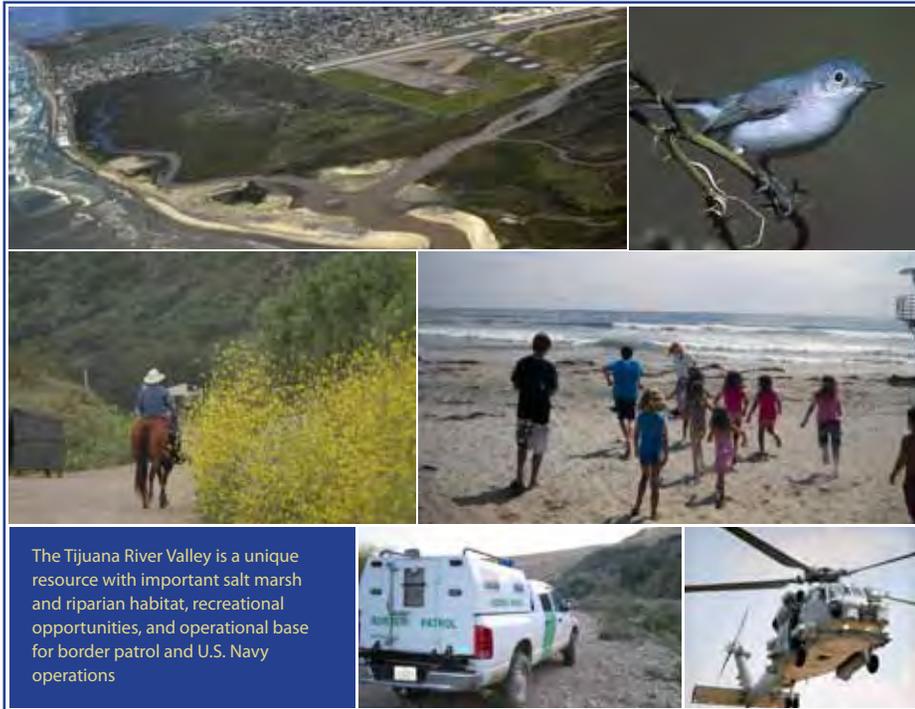
The Tijuana estuary at the end of the Tijuana River, is a valuable ecological, cultural, and recreational resource. Currently, the sediment and trash pollutants threaten its health

Recognized as a **“high priority wetland of regional significance”** by the Southern California Wetlands Recovery Project.

Tijuana estuary is designated as one of only 25

“wetlands of international importance”.

- International Ramsar Convention on Wetlands 2005



The Tijuana River Valley is a unique resource with important salt marsh and riparian habitat, recreational opportunities, and operational base for border patrol and U.S. Navy operations

U.S. Customs and Border Protection conducts operations in the Valley to support its border protection mission. The U.S. International Boundary and Water Commission (U.S. IBWC) operates the South Bay International Wastewater Treatment Plant which provides secondary treatment for average daily flows of 25 million gallons of sewage that originates in Mexico.

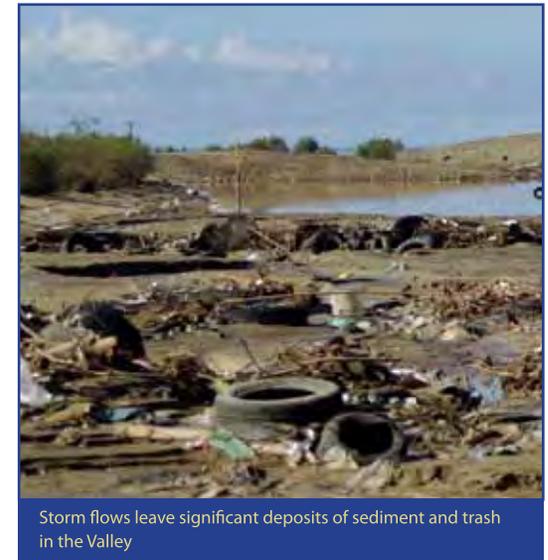
Agriculture has had a long historical presence in the Valley. Agricultural activities on private and leased lands include sustainable, organic farms that serve as a local source of fresh produce. In addition, a Community Garden operated by the County of San Diego (County) allows local residents to grow their own produce.

Finally, there are many programs that utilize Valley resources for hands-on environmental education programs. From grade school to college level there are educational opportunities and interpretative programs developed to appeal to a wide audience. It is widely recognized that effectively communicating the value of and the issues facing the Valley will lead to broad public support for its protection. Communication combined with scientific knowledge serve as the ultimate foundation for long-term resource stewardship and funding.

It is of critical importance to protect the Valley's diverse and unique ecological, recreational, cultural, and educational opportunities and preserve this natural jewel that is located within a binational metropolitan area. This will lead to improved habitat, water quality, and ocean protection for citizens of both the U.S. and Mexico.

Trash and Sediment Threaten Valley Resources

Unfortunately, the Valley is increasingly threatened by stormwater flows that contain trash and high concentrations of other urban, agricultural, and industrial pollutants in the Tijuana River and its tributaries. Additionally, the soils in the watershed are highly susceptible to erosion, especially when disturbed. Due to urbanization, even moderate storms can bring significant flows of sediment downstream. As stormwater flows to the ocean, the intermixed sediment, trash and other debris are deposited in channels, among vegetation in the Valley floodplain, and in the estuary. These conditions create an environment where mosquitoes and other vectors can impact human health and the environment. Also, storm flows transport exotic invasive plant species that threaten native plant communities and negatively affect habitat for native wildlife. The interaction of sediment and trash deposits severely threaten habitat, water quality and other resources in the region.



Storm flows leave significant deposits of sediment and trash in the Valley

Vision for the Valley

The next step in protecting and restoring the Valley is to manage sediment and eliminate unwanted trash. The collaborative approach promoted by the Recovery Team to integrate the diverse perspectives of scientific, environmental,

regulatory and private stakeholders is intended to solve these problems. This Recovery Strategy identifies a path forward for implementing a collaborative, mutually beneficial plan across ownership and jurisdictional boundaries. It is intended to cost-effectively address sediment and trash issues while respecting natural and cultural resources, the roles and responsibilities of agency managers, and the needs of landowners residents, recreational users and visitors. The Recovery Strategy also thoughtfully considers existing policies and planning documents developed by local, regional, state and federal stakeholders.

Key Tijuana River Valley Planning Documents:

- » **U.S. Border 2020: U.S.-Mexico Environmental Program (Draft)**
Environmental Protection Agency 2011
- » **Tijuana River National Estuarine Research Reserve Comprehensive Management Plan**
California State Parks, National Oceanic and Atmospheric Administration, U.S. Fish and Wildlife Service 2010
- » **Tijuana River Valley Regional Park - Area Specific Management Directives**
County of San Diego 2007
- » **A Binational Vision for the Tijuana Watershed**
Binational Watershed Advisory Council for the Tijuana River Watershed 2005
- » **Local Coastal Program Land Use Plan**
City of San Diego 1999
- » **Multiple Species Conservation Program Subarea Plan**
City of San Diego 1997
- » **Water Quality Control Plan for the San Diego Basin (9)**
California Regional Water Quality Control Board Water San Diego Region 1994

Past Successes and Future Challenges

Efforts to protect and restore Valley resources are not new; sediment management, land preservation and habitat restoration have been conducted in the Tijuana River watershed for many years. Local, state, and federal management agencies, along with non-governmental organizations and other stakeholders have invested significant effort and funding in project planning and implementation

Summary of protection and restoration activities and expenditures in the Tijuana River watershed since the 1980s			
Activity	Project Type	Approximate Expenditure Amount	
		U.S.	Mexico
Wastewater Improvements	Treatment and reclamation plant design and construction	\$600M	\$100M
Sediment Control	Basin design and construction, road paving, community projects	\$18M	Unknown
Trash Control	Cleanups, waste tire removal, studies	\$3M	\$0.5M
Flood Control	Channel clearing, berm construction and removal	\$10M	Unknown
Ecosystem Restoration and Protection	Habitat restoration, invasive control, land acquisition	\$33M	Unknown

both in the U.S. and in Mexico to improve conditions. Investments to improve wastewater treatment began in the 1980s and '90s. Recent activities have included pollution prevention and source control for sediment and trash, water quality improvements, flood control, improved recreational opportunities, and public education and outreach. These projects demonstrate the dedication and wealth of experience that the various operating agencies and stakeholders have invested in the Valley and watershed.

The future brings many challenges for the Recovery Team. The bi-national nature of the watershed is one major obstacle. It is well known that source control and pollution prevention activities can be the most cost-effective solutions to reduce sediment and trash loading. With the majority of the watershed situated in Mexico, planning and implementing source control and other projects across the international border present an added challenge to an already complex problem. Other challenges include:

- » identifying long-term funding for operation and maintenance of sediment and trash management facilities,
- » coordinating agencies in project review and approval, and
- » scheduling projects to meet short-term sediment and trash control needs with long-term restoration goals while maximizing funding opportunities.

Tijuana River Watershed Description

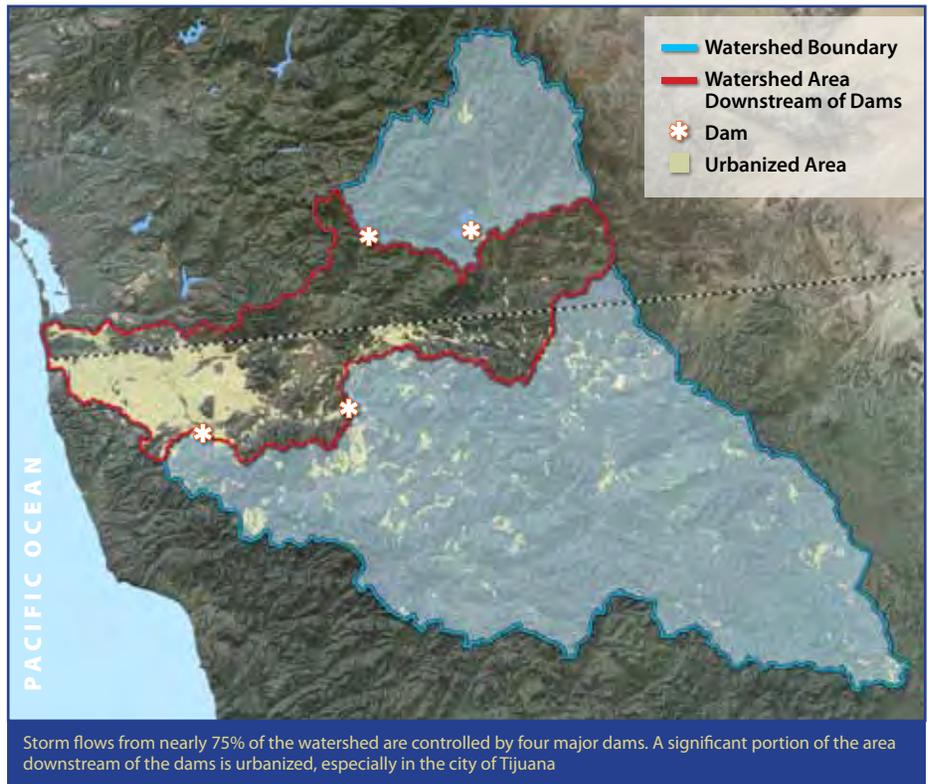
The Tijuana River Watershed is an approximately 1,700-square mile area that straddles the U.S./Mexico international border. The watershed is a diverse and complex drainage system ranging from 6,000-foot pine forest-covered mountains to the tidal saltwater estuary at the mouth of the Tijuana River. Nearly three-quarters of the watershed is located in Mexico, but the watershed drains to the Pacific Ocean through the 8-square mile valley located adjacent to the border. The Valley is home to tidally flushed wetland, riparian, and upland habitats supporting a broad range of organisms, including threatened and endangered species. In addition, a number of federally listed historical and archaeological sites exist in the Valley, some dating back 8,000 years.



Tijuana River Watershed Statistics	U.S.	Mexico
Population within Watershed	11,000	2.7M
Watershed Area	468 mi ²	1,256 mi ²
Annual Precipitation	5.9 to 25.6 inches per year	



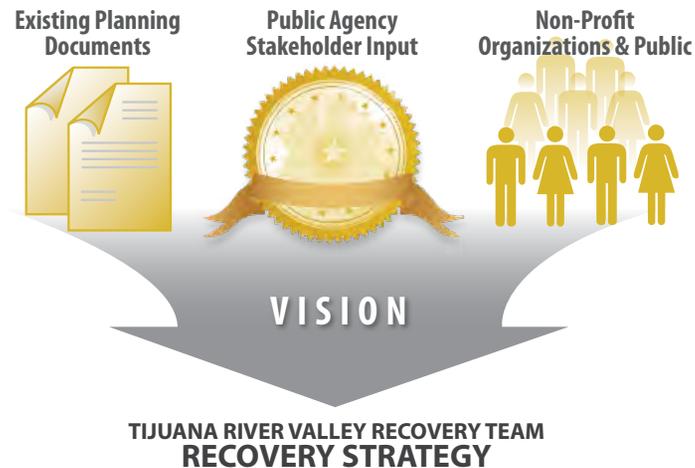
A diversity of land uses are present in the watershed, from largely undeveloped open space in the upper watershed to highly-urbanized, residential, commercial, military, and industrial areas in the lower watershed. Rapid urbanization has occurred over the past several decades, most dramatically in the city of Tijuana where more than 2.7 million people currently reside. Several large dams (Barrett and Morena in the U.S., and Rodríguez and El Carrizo in Mexico) control a large majority of the surface water flow in the watershed. While these dams provide reservoirs of potable water to support residents and associated infrastructure on both sides of the border, they also serve as traps for the downstream movement of sediment and trash to the lower watershed. Therefore, the sediment and trash produced in the 462-square mile area downstream of the dams are responsible for impacts to the Valley.





What is the Tijuana River Valley Recovery Team?

The Recovery Team is a collaboration of more than 30 federal, state and local agencies and other interested parties from both sides of the border focused on addressing sediment, trash, and associated environmental issues. The collaborative stakeholder-led approach to integrate the diverse scientific, environmental, regulatory and private stakeholder perspectives with the existing planning documents of this Recovery Strategy is intended to reduce the impacts of anthropogenic (human caused) sediment and trash on the Valley's resources.



The activities described in this document summarize the Recovery Team's efforts to combine the collective knowledge, enthusiasm, and resources of the many agencies and groups that are seeking solutions to sediment and trash issues. The management areas of sediment and trash, flood control, ecosystem management, and recreation and education, described on the following pages, present the current conditions as we consider the future of the Valley. The Recovery Team utilized its collaborative approach to analyze these various management needs and develop and prioritize projects in a manner consistent with the future vision for the Valley.

General Recovery Team Goals

- » Bi-national collaboration
- » Operation and maintenance of sustainable trash and sediment controls
- » Flood control to protect life and property
- » Hydrologically connected, naturally functioning habitats
- » Maintenance of recreation opportunities
- » Informed and engaged community
- » Long-term plan to restore the floodplain and estuary
- » Respect existing uses

Recovery Team Signatory Members



The Mission is to bring together the governmental, administrative, regulatory, and funding agencies in tandem with advice from the scientific community, the environmental community, and affected stakeholders to protect the Tijuana River Valley from future accumulations of trash and sediment, identify, remove, recycle or dispose of existing trash and sediment, and restore the Tijuana River floodplain to a balanced wetland ecosystem.

The Vision is a Tijuana River Valley free of historical trash and sediment, protected from future deposits of trash and sediment, restored to a sustained physical, chemical and biological integrity, and performing its hydrologic functions, while respecting the interests of current and future landowners and users.



Sediment and Trash

Goal: Utilize partnerships among public land owners, public operating agencies, non-governmental organizations, residents and volunteers in the U.S. and Mexico to reduce sources of and cost-effectively manage sediment and trash pollutants.

Current Situation

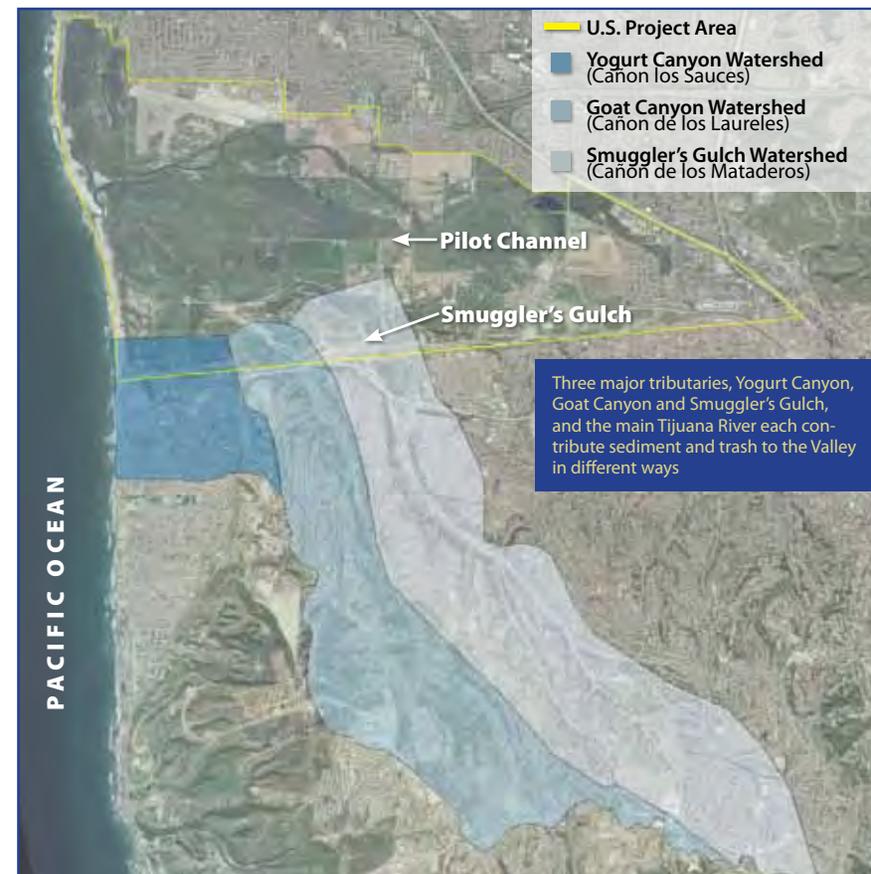
Sediment and trash are degrading the Valley and estuary and threatening public health and safety throughout the Tijuana River watershed. Stormwater flows transport sediment and trash from urban areas downstream into the Valley. The urban population in the city of Tijuana continues to grow rapidly as jobseekers from throughout Latin America seek opportunity near the international border. Infrastructure improvements, such as paved roadways and waste management services, have been unable to keep pace with growth. Often this situation can lead to problems such as accelerated erosion and illicit disposal of trash and other waste materials in canyons and neighborhoods both in incorporated and unincorporated areas of the city. In addition, basic development practices in many areas of the watershed have resulted in disturbance of natural drainage patterns and vegetation removal from slopes, making them unstable and prone to erosion. Storm flows mobilize and then transport the sediment and trash downstream, threatening the health of riparian and estuarine habitats in both the U.S. and Mexico and reducing the flow capacity of the river and tributary channels. While sediment and trash are linked because both are transported by storm flows, these pollutants behave differently in the water column and must be managed differently.

Organizations on both sides of the border recognize that source reduction can provide the most cost-effective means of addressing these issues. Community programs have been initiated to improve source control of these materials through generating awareness, changing trash disposal practices and conducting cleanups with volunteers. Further infrastructure improvements,

community programs and cleanups on the Mexican side of the international border will have a positive impact in downstream areas.

Sediment

The approach to sediment management varies by drainage into the Valley and estuary. Sediment discharged from Goat Canyon directly impacts salt marsh habitat, which has been steadily degraded.



Management of sediment and trash can be accomplished through cross-border partnering, collaboration and exchange of knowledge at all levels in government and among agencies on both sides of the border.

To control degradation, California State Parks (State Parks) constructed two sediment basins just downstream of the international border in 2006. The basins were designed to provide maximum sediment storage capacity within the space available for construction. In most wet seasons, the basins intercept a majority of the sediment. In very wet seasons, as in 2005, the basins filled and 18 acres of salt marsh was smothered by up to 4 feet of sediment in a single storm event.



Periodic storm events can cause up to several feet of sediment to deposit in the Valley

In Smuggler's Gulch, excessive sediment loads reduce the capacity of natural channels to carry storm flows, which exacerbates flooding that adversely impacts residential, agricultural and recreational property in the Valley. When resources are available, the City of San Diego (City) and County clear sediment from Smuggler's Gulch to maintain its capacity to carry storm flows and minimize the effects of flooding. The County removes approximately 15,000 cubic yards of trash, waste tires, and accumulated sediment each time it clears the channel from Smuggler's Gulch south of Monument Road. Also, in the early 1990s, the City

excavated an earthen channel (known as the Pilot Channel) to direct larger storm flows away from the northern portion of the Valley where flooding has resulted in significant damage to public and private property. Since then, the City has frequently cleared the Pilot Channel and Smuggler's Gulch channel north of Monument Road to reduce flood risk. Each channel clearing results in the removal of approximately 30,000 to 60,000 cubic yards of sediment, trash and waste tires. Despite this costly ongoing maintenance to control flooding, it continues to negatively affect residents and infrastructure. Sedimentation is also rapidly changing the topography which has a negative impact on the ecology of the Valley.



Reduced channel capacity can contribute to flooding events that threaten humans, animals and homes

The main Tijuana River channel is where the majority of the stormwater, sediment and trash enters the U.S. Historically, much of the sediment has been carried downstream into the Valley. Over time, the downstream areas have served as a sink for accumulated sediment, resulting in an increase in vegetation. This causes storm flows to flood and deposit additional sediment and trash. For the first time, U.S. IBWC has allocated funds in its 2012 budget to remove sediment and trash from the upper part of the U.S. IBWC Tijuana River Valley Flood Control Project area adjacent to the border.

Over the years, sediment management operations have increased in frequency and cost. Operations entail excavating material from the basins or managed channels, sorting trash and tires from sediment, and disposing of all material properly. Annual costs vary widely depending on volumes excavated and availability of local disposal options. For example, disposal of sediment from the Goat Canyon basins alone ranges from \$250,000 when a material operator uses



the material in local building projects to \$1.2M when it is transported to a local landfill. These costs exceed local, state, and federal operating budgets, and grant programs are reluctant to fund ongoing operation and maintenance activities. In an effort to stabilize and reduce costs, City, County, State Parks and U.S. IBWC began investigating a suite of alternative local reuse options, including using the sediment to replenish beach sand and restore upland areas. In addition, the mayor of Tijuana has provided \$1M of funding for sediment removal from channels in the city of Tijuana.



Trash

Trash is only incidentally addressed through current management practices. Heavier trash, such as tires, are imbedded in the sediment excavated from basins and channels. Floatable trash behaves differently; it is more easily transported even in low flows and can be transported by wind. As part of the Goat Canyon sediment basin project, trash nets were installed to trap surficial trash and debris. These nets are thought to be effective in areas where flow velocities

are relatively low. However, maintaining the nets can be difficult and labor intensive, especially during particularly wet years, since sediment and trash also accumulate upstream of the nets.

Cleanup of trash is important to minimize the impact from transport throughout the Valley. Several non-governmental organizations conduct cleanups of trash

Sediment and Trash Management in Cañon de Los Laureles

In Cañon de Los Laureles, a California Coastal Conservancy-funded watershed diagnostic was prepared by a team of scientists at the Mexican Institute of Water Technology. This work guided implementation of several community-based source control projects and urban policy changes using significant bi-national investment from local, state and federal agencies.

- » **Master Plan** - The first watershed-based urban plan in Mexico was prepared for Los Laureles Canyon. The plan was signed into Baja California public law in 2007.
- » **Re-vegetation** - 96 acres of previously bare slopes were re-vegetated using native drought-tolerant plants.
- » **Permeable Paving** - A permeable paver manufacturing and installation program was developed for public walkways and roads to reduce runoff and erosion.
- » **Reuse of Tires and Plastic Bottles** - A demonstration project for construction using waste tires and eco-bricks made from plastic water bottles was installed in a public park.
- » **Trash Pickup** - Over 700 tons of trash was collected from the Canyon through a temporary employment program for local residents.

Funding Agencies

The City of Tijuana and the Federal Social Development Agency- \$200,000

Southern California Wetlands Recovery Project- \$50,000

U.S. EPA Border 2012 - Cañon Lumpio Project - \$50,000

SEMARNAT (Secretaría de Medio Ambiente y Recursos Naturales) - \$112,500

and waste tires in the Valley. However, the timing and frequency of these activities are limited due to permit restrictions related to threatened and endangered species' breeding season(s), access constraints during the wet weather season, and health and safety concerns to volunteers.

Looking to the Future

A watershed approach to sediment and trash management that simultaneously reduces pollutant sources, actively captures at key watershed locations, and uses ecosystem processes to naturally transport sediment through the Valley to the ocean is an ultimate goal. The Recovery Team has initiated dialogue with its counterparts in Mexico to jointly plan, conduct and operate a suite of source reduction and capture measures throughout the bi-national watershed. The projects in Cañon de Los Laureles demonstrate that such a partnership can be mutually beneficial and effective.

Since source reduction and capture may never be completely sufficient, the river and estuary fluvial geomorphology need to be used to increase sediment transport capacity. TRNERR, with State Parks, the US Fish and Wildlife Service, the Coastal Conservancy and the Southwest Wetlands Interpretative Association, have conducted a feasibility study to restore the southern portion of the estuary to enhance the tidal prism to accommodate elevated sediment loads. Similarly, past changes to the watershed's hydrology can be reversed to re-establish the natural capacity of the river to carry storm flows and sediment and more naturally connect waterways throughout the Valley.

Despite reducing costs by sharing facilities and contractors and creating options for local sediment reuses, a sustainable financing mechanism for operations and maintenance must be secured in order to responsibly invest in additional infrastructure.



Sediment basins constructed in Goat Canyon capture up to 60,000 cy of sediment from the Cañon de Los Laureles watershed each year



Construction of retaining walls using waste tires may be a way to beneficially reuse waste and reduce sources of trash

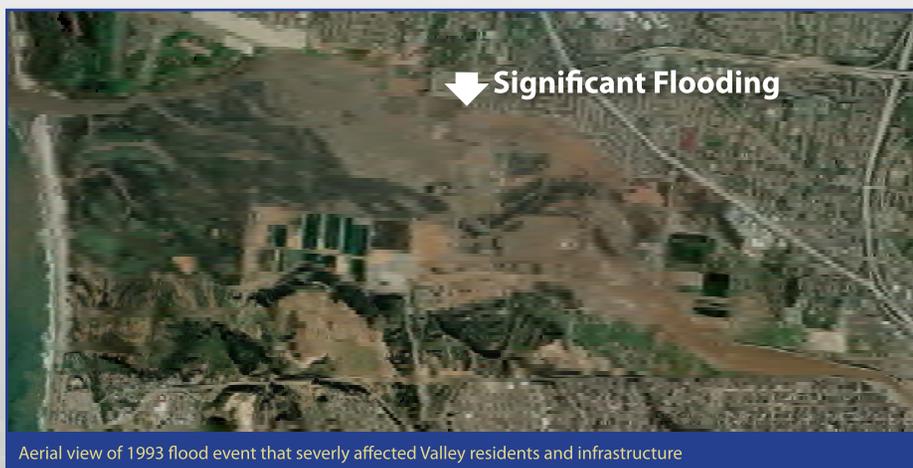


Stormwater (Flood) Control

Goal: Foster natural hydrological connectivity between estuarine and riparian habitats while minimizing flooding of public and private infrastructure.

Current Situation

The Tijuana River has historically functioned as a dynamic river system in its natural state. In a dynamic system, channels that convey water during major storm events shift location over time, depending on channel and vegetation stability, storm event size and frequency, large-scale climatic dynamics and other factors. Development related to agriculture, ranching and residential activities in the watershed and Valley over the past 100 years has significantly changed the hydrology of the river and made flood control a major issue in managing this dynamic system. Further, as a result of major flood events in the 1980s and '90s, berms were constructed on several properties to direct floodwaters away from existing infrastructure. In some cases, these changes have reduced channel capacity and may be responsible for an increase in upstream flooding.



Aerial view of 1993 flood event that severely affected Valley residents and infrastructure

Since the 1920s, urban expansion and associated infrastructure development in the watershed increased significantly. Major changes are described below.

- »Four dams, which control upstream flows from approximately 73% of the watershed, were constructed to provide water supply reservoirs to both the U.S. and Mexico.
- »The Tijuana River Valley Flood Control Project was constructed to contain an approximate 500-year storm event in the main river as it enters the U.S. from Mexico.
- »A one-mile-long earthen “pilot” channel was constructed to direct flows away from a northern channel that formed during a flooding event in 1993.
- »Conagua has nearly completed construction of a concrete-lined channel on the Rio Alamar for an upstream distance of approximately 6 miles (10km).

These changes have led to management challenges for the federal and local agencies, including U.S. IBWC, County, and City, responsible for flood control in the Valley. Based on the current channel configuration and condition, an approximately 5-to 10-year flood, representing a flow of between 7,000 and 14,000 cubic feet per second (cfs), can cause localized flooding along Monument Road and Hollister Street, and on private and leased properties in the Valley. During these flooding events, vehicular access in and out of the Valley is limited, residences and other infrastructure are impacted, and border protection operations can be impeded.



Flooding along Hollister Road in the Valley

In order to address localized flooding issues, the City and U.S. IBWC perform channel maintenance and clearing activities to remove accumulated sediment and trash. These costly operation and maintenance activities are needed on

Future goals for flood control activities in the Valley include balancing short-term needs to reduce flood risk, prevent property damage, and protect life with long-term ecosystem restoration, recreation and public use activities

nearly an annual basis to control flooding. In order to conduct the channel clearing operations, public notification, environmental permitting, and biological and cultural monitoring are necessary-at considerable cost. It is estimated that these costs, including disposal fees, are approximately \$100-\$120 per cubic yard of material removed.

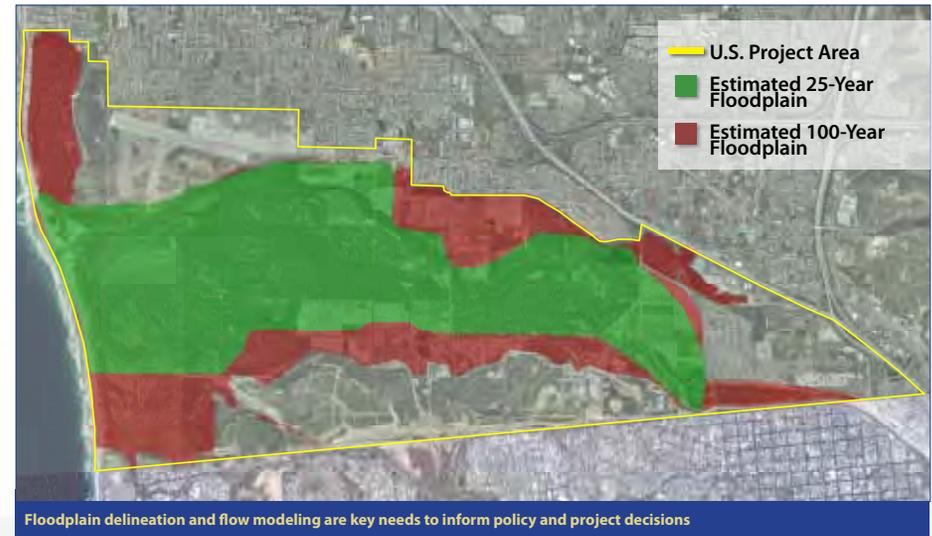
Looking to the Future

Future goals regarding flood control activities in the Valley include balancing short-term needs to reduce flood risk, prevent property damage, and protect life with long-term ecosystem restoration, recreation and public use activities. The need for this balanced approach in the Valley has been discussed in various planning documents where, in general, man-made flow constraints such as berms are prohibited without comprehensive agency review and cost-benefit analysis. The Recovery Team also recognizes that controlling flooding in the Valley is dependent upon partnership and coordination with Mexican and U.S. agencies responsible for dam operations. Given the relative amount of dam-controlled watershed area and water storage capacity of existing dams, ill-timed and/or large releases of water could cause significant flooding in the Valley.



Costly channel clearing operations to remove accumulated sediment and trash and reduce flood risk are needed often in the Valley

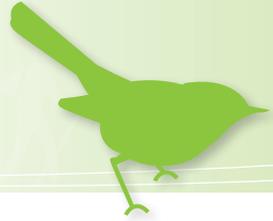
It is understood that conducting focused hydrological and hydraulic studies is key to the Valley recovery process. Understanding existing conditions, including the capacities of channels, will lead to cost-effective and environmentally-sound flood control and stormwater management strategies that are in balance with long-term ecosystem restoration goals.



Focused hydrology and hydraulic studies will allow:

- » floodplain delineation to inform policy and project implementation decisions,
- » detailed mapping of existing berms, dense vegetation, and other flow impediments that influence stormwater flows, and identification of current vegetation conditions and other physical characteristics that influence stormwater flows, and
- » improved understanding of processes that naturally transport sediment from the watershed to the ocean through the riparian and estuarine habitats in the Valley.

Additionally, sediment and trash source control and pollutant capture activities in the watershed are likely to reduce the need for costly ongoing operations and maintenance activities designed to reduce flooding risk in the Valley. The coordination and prioritization of these activities through the Recovery Team are key to providing sustainable, long-term solutions to effective stormwater management.

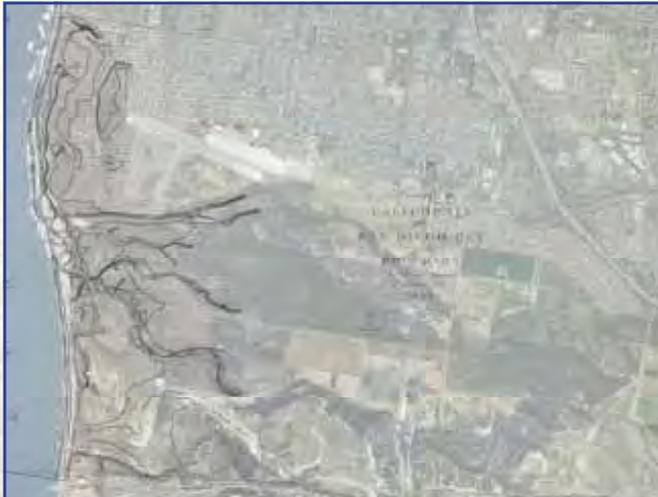


Ecosystems

Goal: Creation of a sustainable, interconnected complex of natural habitats that supports native species, provides valuable ecosystem services, and offers opportunities for education and research.

Current Situation

The Tijuana River watershed historically has consisted of well-developed estuarine, riparian, transitional, and upland habitats. Although the physical footprint of the Valley today is similar to what existed historically, its ecosystems have changed over time.



Unlike most other coastal wetlands in southern California, the footprint of the Valley today is similar to what existed in the 1850s

The Valley was largely agricultural from the 1920s through the 1960s, especially in the eastern, non-tidal areas. Since then, many agricultural fields have been retired and marked habitat recovery has occurred in many parts of the Valley. These changes are reflected in the broad, ecosystem-based goals outlined in resource planning documents prepared for the Valley. Activities performed

in support of these planning documents have resulted in many habitat improvements in recent years, including:

- » active habitat and species protection,
- » invasive species management,
- » public acquisition of property,
- » shifting agricultural practices and transition to sustainable, organic farming,
- » ecosystem restoration, particularly in the tidal salt marsh,
- » compensatory mitigation, particularly in the riparian zone,
- » other “passive” restoration, such as roads and trails being retired and restored, and
- » water quality improvements related to advances in wastewater treatment and infrastructure.



Invasive species control and habitat restoration programs have helped restore hundreds of acres of habitat in the Valley over the past 20 years

The Valley’s intrinsic habitat, coupled with continuing ecosystem recovery efforts over recent decades make it one of the largest, least developed, and best-studied coastal wetland ecosystems in southern California. Also, the recent establishment of the Tijuana River Mouth State Marine Conservation Area, offshore of the estuary, presents an opportunity to foster a truly unique integration of habitats and ecosystem-based programs in coastal California.

The Recovery Strategy is aligned with the broad ecological vision espoused in prior planning documents - that of a largely natural, interconnected complex of habitats that support native plants and animals, as well as passive recreation opportunities for people.

Institutions Performing Research and Monitoring Activities in and around the Valley

- » Tijuana River National Estuarine Research Reserve
- » San Diego State University
- » University of California San Diego
- » University of California Santa Barbara
- » University of San Diego
- » Scripps Institution of Oceanography
- » Over 15 public and private educational institutions, federal partnerships, and other organizations

Despite the improvements in the overall extent and quality of habitats in the Valley, significant issues remain. These stem in large part from the influx of sediment and trash, altered hydrology, continued pollution during wet weather, and invasive species. These issues must be addressed to continue the ongoing improvement in the health of the Valley ecosystem and make the habitats less vulnerable to future adverse changes, particularly sea level rise associated with climate change.

Looking to the Future

From an ecosystem perspective, the broad ecological visions for the Valley espoused in existing planning documents—that of a largely natural, interconnected complex of habitats that support native plants and animals, as well as passive recreation opportunities for people—are fundamental goals. This vision was designed to maximize natural processes and respect existing stakeholders and landowners, while allowing for the need to adapt to changing environmental conditions, such as those due to climate change.

The key benefits of restoring the ecosystem include minimizing flood risk, improving water quality in the estuary and ocean, providing environmental buffering, supporting sensitive species, improving recreational value, supporting education and outreach, and providing research opportunities leading to adaptive management strategies. Such efforts will also make the

system more resilient to sea level rise and changing watershed inputs. This is particularly important in the Valley, as it is the wetland system in southern California most likely to be able to adapt to changing climate due to its limited development, relatively intact habitats, and broad buffer areas.

The strategies that have been offered to achieve these goals rely on past successes in the Valley. The strategy includes: conserving and protecting the healthy aspects of the ecosystem, restoring the degraded portions of the ecosystem; adapting land use practices to align with broad ecosystem-based goals on publicly owned land; restoring habitat damaged by redundant and unnecessary roads and trails, restoring abandoned sites (e.g., quarries); assessing the continuation of agricultural and other leases; continuing to engage private property owners in the restoration process; purchasing properties from willing sellers for public use; and obtaining conservation easements and development rights on private and public lands.

One of the focus areas for the future is resolving the hydrologic problems that preclude the natural flow of water. Obstructions to flow in the Valley compromise both the healthy functioning of the intact tidal / riparian wetland complex, as well as exacerbate flood risk to properties and businesses in the Valley. A key principle for ecological restoration in the Valley is the recognition that improving hydrologic connectivity and increasing tidal exchange will not only benefit habitats, but also enhance the natural ability of the ecosystem to convey flood waters and effectively transport sediment through the system to the ocean, where it is needed to replenish sand on beaches.



Recreation Systems and Education

Goal: Coordinate recreation and education activities in the Valley with trash and sediment management in order to provide social, economic and environmental benefits for residents, visitors and land managers.

Current Situation

The Valley has a long history of use as a resource and recreational area. The Valley and the estuary is a premier recreational resource for hikers, bird watchers, naturalists, equestrians, school children and other members of the public. These users recognize and value the Valley's unique setting and serve as stewards to improve and enhance the recreational experience in the Valley. There is evidence that the Valley was used by native people and hunters for hundreds of years. Since the early 20th century, the region around the Valley, particularly Imperial Beach, has served as a summer retreat for Imperial Valley residents and other visitors. Horse racing became popular in the city of Tijuana in the 1920s; the Valley served as a location for stables for horse breeders and owners. In 1964, California voters approved funding to acquire the property that later became Border Field State Park.

During the same period, developers lobbied the federal government and local landowners to build a marina in the estuary. In 1971, President Nixon announced that Border Field would be developed for recreational use as part of his "Legacy of Parks" program, and 372 acres became part of Border Field State Park, preserving the southern flank of the estuary and mesa area adjacent to the international border. Meanwhile, local biologists Joy Zedler and Paul Jorgensen, along with Dr. Mike McCoy, a wildlife veterinarian, organized local environmentalists and Imperial Beach residents to build support for the estuary's preservation. While Imperial Beach residents voted in favor of the marina project in 1980, the U.S. Fish & Wildlife Service purchased the northern 500 acres of the estuary, establishing the Tijuana Slough National Wildlife Refuge. Despite opposition from developers, the estuary (both State Parks and National Wildlife

Refuge land) became part of the U.S. Department of Commerce's National Estuarine Sanctuary Program in 1982, and was designated a National Estuarine Research Reserve.

Currently, recreational opportunities within the Valley are managed by multiple agencies. TRNERR is managed under a partnership between the U.S. and the State of California that links the National Oceanic and Atmospheric Administration, State Parks, and the U. S. Fish & Wildlife Service. State Parks operates the Visitor Center and maintains Border Field State Park. The U.S. Fish and Wildlife Service manages the Tijuana Slough National Wildlife Refuge. Several regional agencies and local municipalities share ownership and management responsibilities at the Reserve.

The Tijuana River Valley Regional Park (Regional Park) occupies more than 1,700 acres and is the largest recreational area in the Valley. It was established in 1996 by the County. Through grants and other funding mechanisms, the County has spent over \$20 million in the acquisition of properties for open space. The Regional Park's 35 miles of trails connect to an extensive system of trails that provide visitors access to the Valley from Dairy Mart Road to the beach. This



Students can learn valuable lessons about the environment through educational programs conducted in the Valley

... a wealth of recreation and education opportunities exist for hikers, bird watchers, naturalists, equestrians, school children and other members of the public.

trail network is the only place along the southern California coastline where horseback riding is allowed on the beach. In addition, a County sports facility is located north of the main river channel east of Hollister Street.

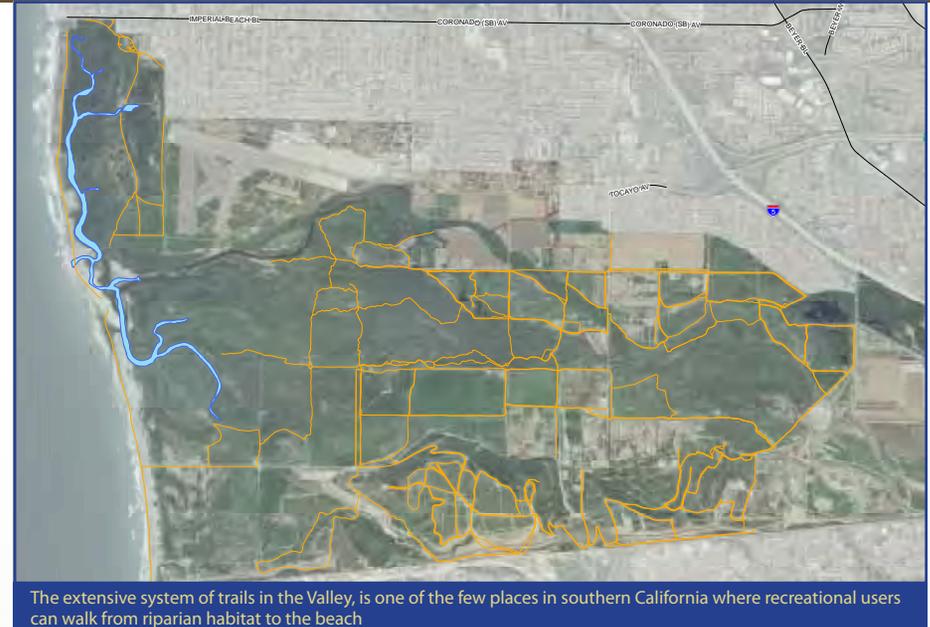
The Valley provides many opportunities for public education about the importance of wetlands ecosystems and the many facets of the Valley's current uses and history. The combination of salt marsh and riparian wetlands, complemented by upland habitat, mixed human uses, and cultural resources, provide interpretive opportunities for these resources. The Tijuana Estuary Visitor Center incorporates educational and volunteer opportunities for students from local schools and the general public. These activities include everything from classes and bird walks to planting native vegetation and removing non-native plants. The Tijuana River National Estuarine Research Reserve has been providing educational and interpretive opportunities to pre-kindergarten to college age students. The Tijuana Estuary Explorers and Junior Rangers programs are examples of ecology-based curriculum designed to inform future stewards of the watershed. Non-government organizations also provide educational tours and volunteer opportunities in the Valley.

Looking to the Future

The agencies and non-government organizations that provide recreation will continue their efforts and plan to expand programs. Expansion of volunteer



The Valley provides a unique opportunity where equestrians can ride from picturesque riparian habitat to the beach



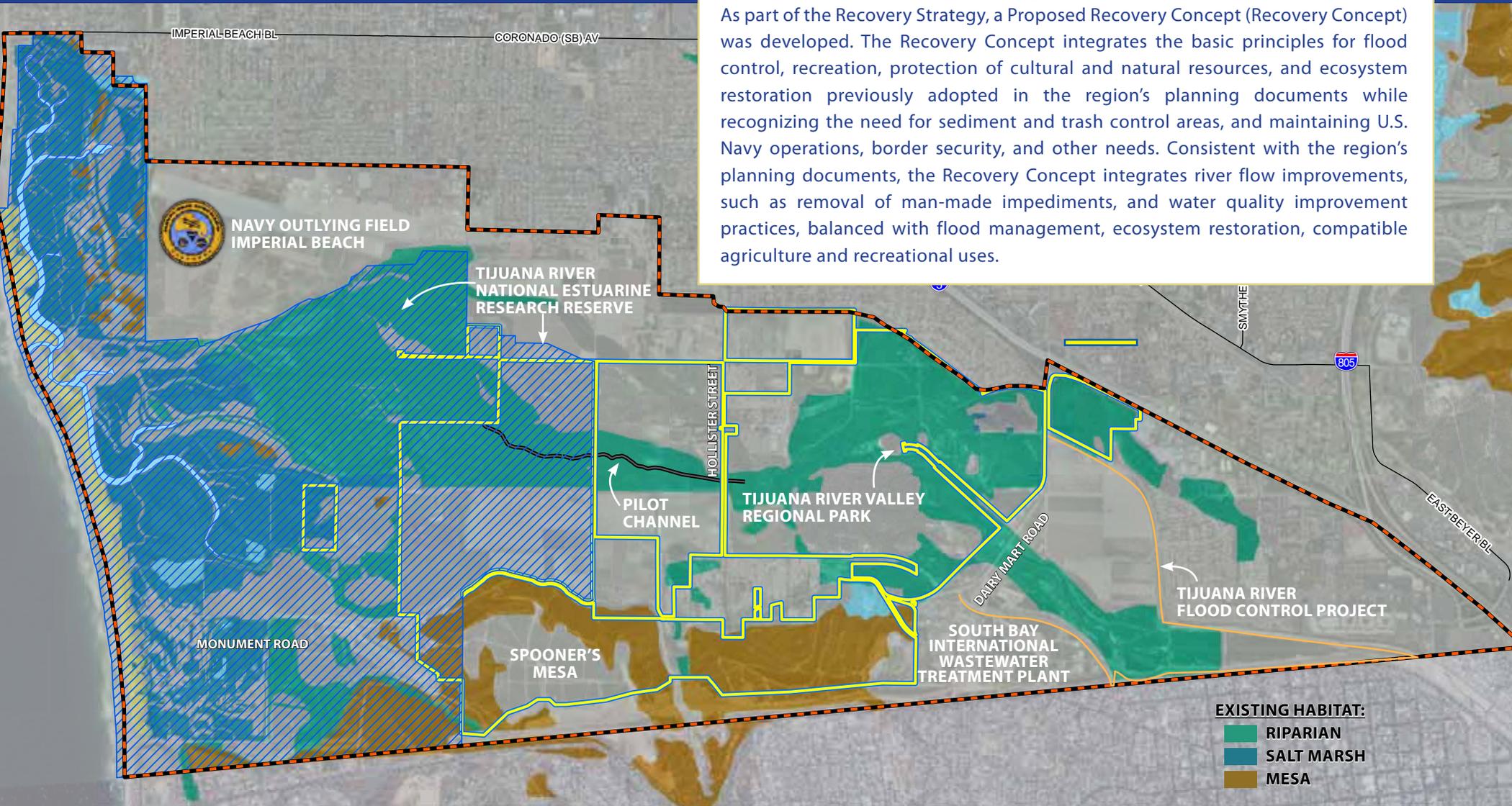
The extensive system of trails in the Valley, is one of the few places in southern California where recreational users can walk from riparian habitat to the beach

planting and restoration programs, improvement of equestrian facilities and construction of the planned recreational facility and playing fields on the north edge of the Valley are all part of enhancing recreational and educational opportunities. Community-based social marketing would be an excellent tool to help reach the community in order to meet the behavior change goals of this Strategy and develop the best techniques to influence community members on both sides of the border.

The trail system, which is beneficial to multiple users, is continually reevaluated in order to provide a high quality experience and access to the Valley while protecting habitat value. Picnic tables, benches, and small-scale horticultural and gardening areas will be developed where appropriate. The alignment of the southernmost segments of the California Coastal Trail is the final planning stages and is expected to culminate at Monument Mesa. This will eventually provide trail users coastal trail access from the international border to the Oregon coast.

Mapping the Recovery Strategy

As part of the Recovery Strategy, a Proposed Recovery Concept (Recovery Concept) was developed. The Recovery Concept integrates the basic principles for flood control, recreation, protection of cultural and natural resources, and ecosystem restoration previously adopted in the region's planning documents while recognizing the need for sediment and trash control areas, and maintaining U.S. Navy operations, border security, and other needs. Consistent with the region's planning documents, the Recovery Concept integrates river flow improvements, such as removal of man-made impediments, and water quality improvement practices, balanced with flood management, ecosystem restoration, compatible agriculture and recreational uses.



This Strategy, and the overall Recovery Team, recognize that there are several specific areas or parcels where existing or planned uses conflict with the long-term Recovery Concept. As an example, existing planning documents, public agency stakeholders, and others have recognized the importance of preserving the region's cultural heritage and respecting existing residential, agricultural, and other land uses in areas of the Valley subjected to frequent flooding. However, agencies responsible for cost-efficient floodplain management have also recognized the need to balance flood protection for properties and infrastructure within the 25-year floodplain in the short-term with long-term strategies to reduce flooding risk and enhance natural ecosystems and processes. Accordingly, the Recovery Team has developed this Strategy to document the iterative, integrated, multi-stakeholder planning and implementation approach to coordinate and maximize the cost efficiency of recovery efforts in the Valley.

Proposed Recovery Concept

Key Components of the Proposed Recovery Concept include:

ECOSYSTEM AREAS

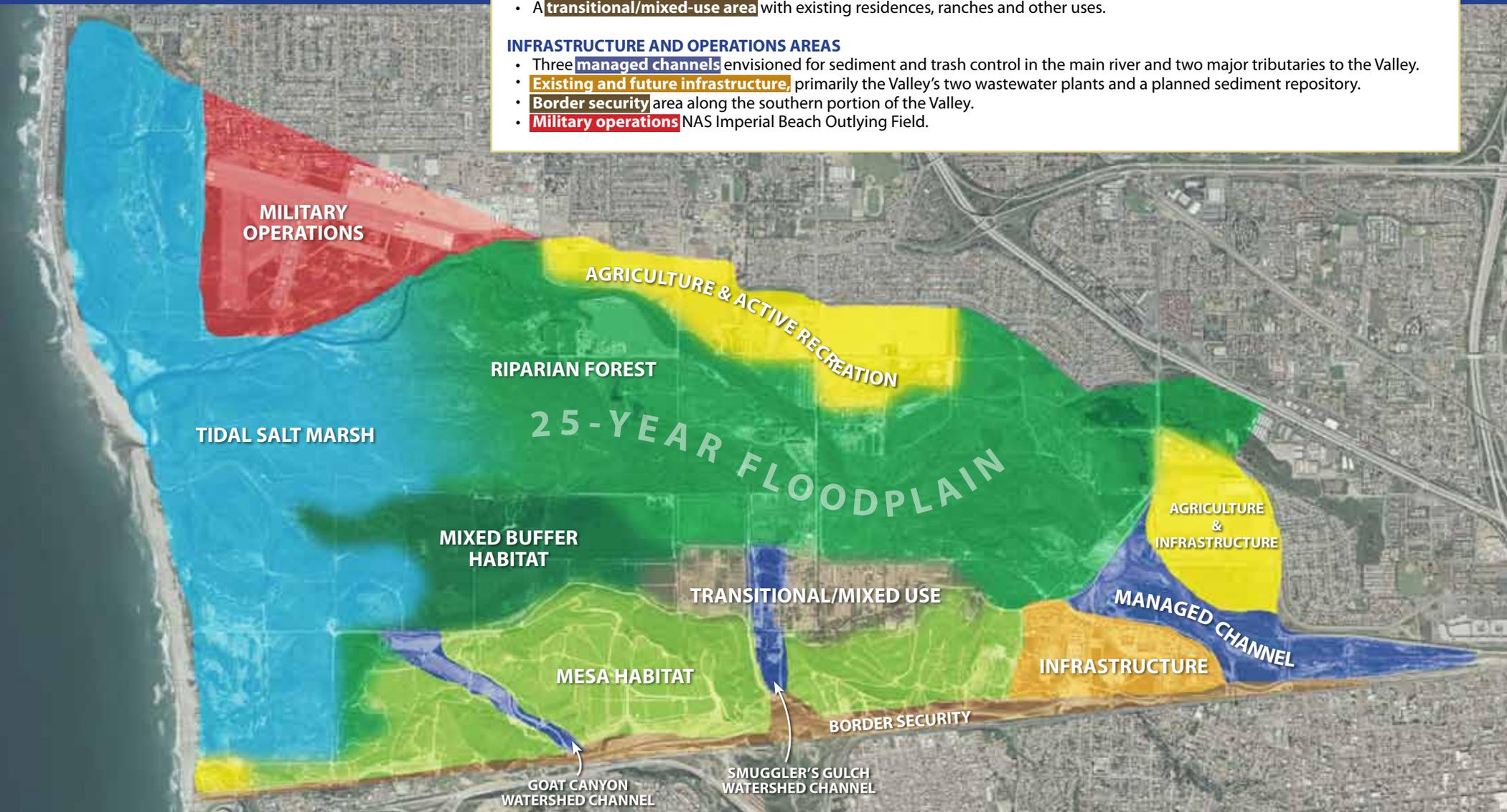
- A large tidal **salt marsh area** in the western portion of the Valley.
- A broad, central **riparian forest** within the 25-year floodplain (Note: several privately owned parcels are located within this area).
- A **mesa habitat** bordering the southern edge of the Valley with chaparral, sage scrub and grasslands.
- A **mixed-buffer habitat** between the upland/mesa habitat and the lowland riparian/salt marsh areas. This area could provide ecosystem resiliency to potential sea-level rise by providing raised topographic areas where salt marsh habitat can migrate in periods of inland sea water inundation.

HUMAN USE AREAS

- Two **agriculture and active recreation** areas to accommodate existing residential and recreation uses.
- A **transitional/mixed-use area** with existing residences, ranches and other uses.

INFRASTRUCTURE AND OPERATIONS AREAS

- Three **managed channels** envisioned for sediment and trash control in the main river and two major tributaries to the Valley.
- **Existing and future infrastructure**, primarily the Valley's two wastewater plants and a planned sediment repository.
- **Border security** area along the southern portion of the Valley.
- **Military operations** NAS Imperial Beach Outlying Field.



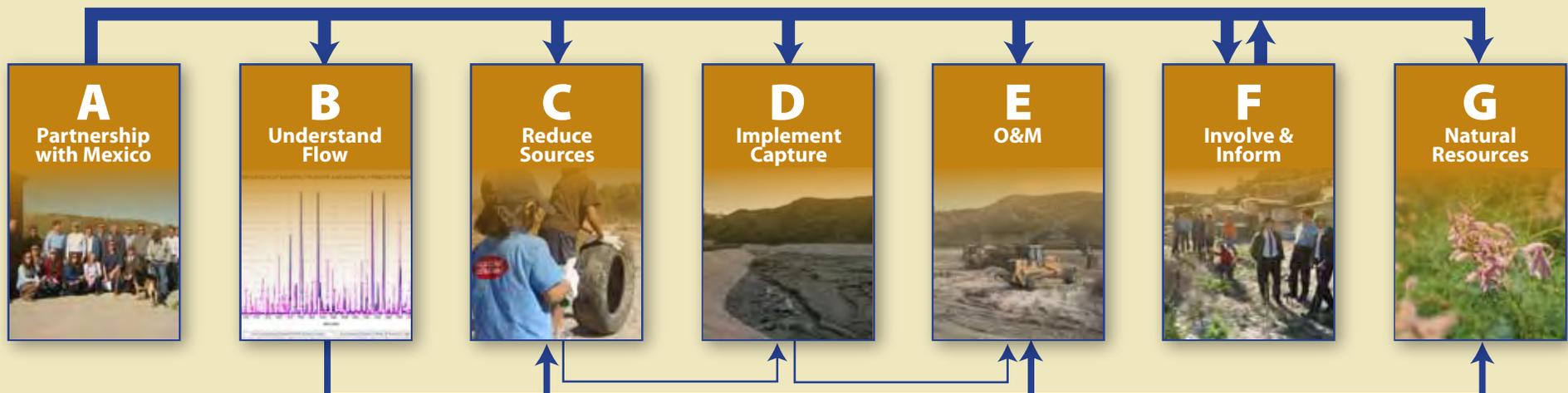
Priority Action Areas

By combining the goals required for successful sediment and trash management, flood control, ecosystem restoration, and recreation and education needs with the broad, integrated management themes captured in the Proposed Recovery Concept, the Recovery Team identified seven Priority Action Areas for work in the initial phase of Recovery. The Priority Action Areas are described below.

- A. Partner with Mexico to Implement Optimum, Watershed-based Solutions
- B. Understand How Water, Sediment and Trash Flow
- C. Reduce Sources of Sediment and Trash
- D. Implement Sediment and Trash Capture Devices in the Watershed
- E. Fund and Perform Ongoing Operations and Maintenance (O&M)
- F. Involve and Inform the Community in Mexico and U.S.
- G. Protect and Enhance Natural Resources

Priority Action Area Linkage

The results of projects described in each of the Priority Action Areas affect what future work will be needed to restore the Valley. There is a level of interdependence between each of the Priority Action Areas, and each may be conducted concurrently to meet the vision for the Valley. First and foremost, identifying and developing a team approach between the U.S. and Mexico to address the sediment and trash issues will be of the highest priority. The interconnectivity of the Priority Action Areas is described below.



Interconnection of Priority Action Areas - Project Outcomes Inform Future Work

Project Execution Lifecycle Description

Projects within each Priority Action Area will be executed by individual Recovery Team stakeholders. The range and extent of implementation will depend on the project scope, timing, and internal organizational needs. Generally, capital improvement project implementation consists of four main components:

- » data collection and feasibility assessment,
- » permitting and design,
- » implementation, and
- » operation and maintenance.

Non-capital projects may not require each of the project lifecycle components. A brief description of the main project life cycle components is presented below.

Data Collection and Feasibility Assessment

Projects begin with a problem that needs to be solved. Prior and during project initiation, Recovery Team members will coordinate with each other to assess available data and perform appropriate feasibility assessments to evaluate alternatives. Activities may include:

- » background data collection and coordination,
- » feasibility assessment — background data leading to a defined project scope, cost estimate, may be combined with permitting and design, and
- » consideration of capital and long-term operation and maintenance funding mechanisms, if applicable.

Permitting and Design

Federal, state, and environmental approvals, as well as consensus from project stakeholders and the public are required at the permitting and design stage. Contract plans and specifications, cost estimates, and contracting processes are also required. Permit components include:

- » environmental permitting documents,
- » draft environmental document and public review and comment, and
- » final environmental document certification and approval.

Engineering studies support design, environmental evaluation, and address stakeholder input and include:

- » base maps, plan sheets (e.g., 30, 60 and 100% designs),
- » plans, specifications, and estimate package, and
- » construction contract(s) and other agreements.

Implementation

For capital projects, the implementation component includes:

- » constructed physical improvement — follows the applicable federal, state, and local guidelines,
- » as-built plans — includes plan changes during construction, and
- » environmental compliance certificates.

Operate and Maintain

Many capital projects envisioned in the Valley will need ongoing operation and maintenance that will require:

- » dedicated, reliable sources of funding,
- » maintenance agreement(s), and
- » planning to assess the long-term effectiveness of the project.

Summary

The following section presents a preliminary schedule for possible projects associated with each of the seven Priority Action Areas identified by the Recovery Team. These actions are required to successfully and cost-efficiently implement the diverse array of projects identified in this Recovery Strategy that will have benefits across the multiple management areas previously described.

ESTIMATED PROJECT SCHEDULE

2012 2014 2016 2018 2020

A. Partner with Mexico to Implement Optimum, Watershed-based Solutions	
Specific projects to be determined through bi-national partnerships and the Recovery Team	
B. Understand How Water, Sediment and Trash Flow	
1. Watershed Hydrological and Hydraulic Modeling	
2. Sediment and Trash Load Calibration Study	
3. Bi-national Sediment and Trash Control Plan	
C. Reduce Sources of Sediment and Trash	
4. Sediment Source Control Implementation Program	
5. Trash Source Control Implementation Program	
6. Regular Trash Removal - U.S.	
7. Trash Removal Programs - Mexico	
D. Implement Sediment and Trash Capture Devices in Watershed	
8. Design and Implementation of Sediment Basin in Smuggler's Gulch	
9. Sediment Capture Implementation - Mexico	
10. Design and Implementation of Floatable Trash Capture Device(s)	
11. Storm Drain System Trash Capture Device(s) Assessment - U.S.	
12. Trash Capture Implementation - Mexico	
E. Fund and Perform Ongoing Operations and Maintenance Work	
13. Local Integrated Sediment and Trash Processing Site	
14. Nearshore Sediment Reuse/Beach Replenishment Project ^{In Progress}	
15. Nelson and Sloan Quarry Reclamation ^{In Progress} (Feasibility phase)	
16. Reuse Construction Grade Material - Contract Terms and Conditions Recommendations	
17. Long-term Operations and Maintenance Financing	
F. Involve and Inform Community in Mexico and U.S.	
18. Recovery Team Administration, Website Management and Media Support	
19. Cross-border Notification Network	
G. Protect and Enhance Natural Resources	
20. Climate Change Analysis and Planning	
21. Integrated Floodplain Management Alternatives Analysis	
22. Restore River Hydrology	
23. Restore Estuary	
24. Implement the Tijuana River Valley Invasive Plant Control Program ^{In Progress}	
25. Establish Native Plant Cover and Weed Control on Border Infrastructure System ^{In Progress}	
26. Acquire Private Property from Willing Sellers ^{In Progress}	
27. Agricultural Land Management Strategy	

	2012	2014	2016	2018	2020
A. Partner with Mexico to Implement Optimum, Watershed-based Solutions					
Specific projects to be determined through bi-national partnerships and the Recovery Team.					

The international border serves as both a challenge and an opportunity in developing and implementing integrated programs to address sediment and trash issues. In practice, a watershed approach to source control and pollution prevention is often the most cost-effective management measure strategy to control stormwater-borne pollutants. The Recovery Team recognizes that although “end-of-pipe” solutions and cleanup can be done in the U.S. portion of the watershed, it may not be sufficient to reduce sediment and trash inputs to reduce flooding and prevent further degradation of the Valley and estuary. Accordingly, effective treatment of sediment and trash requires a combination of pollutant source reduction, capture, cleanup activities, policy enhancements, and restoration of hydrologic processes in both the U.S. and Mexico portions of the watershed.

U.S. IBWC, San Diego Association of Governments Borders Committee, and others. The Recovery Team will work to fully engage the appropriate agencies and organizations in Mexico in identifying and implementing an optimum suite of source reduction and capture measures in the watershed, as outlined below, and utilize existing collaborative bi-national funding mechanisms. In practice, this entails jointly advising and reviewing data, and identifying and implementing projects through cooperative data sharing. In addition, education and coordination activities will be needed among Recovery Team member agencies to understand the structure, function and jurisdictional responsibility of Mexican agencies tasked with sediment and trash controls. This will improve communication and allow the Recovery Team to recognize and integrate with work currently being conducted in Mexico to control sediment and trash.

A number of mechanisms currently exist for coordinating and funding work in Mexico. Existing mechanisms include the U.S. EPA Border 2020 program,

	2012	2014	2016	2018	2020
B. Understand How Water, Sediment and Trash Flow					
1. Watershed Hydrological and Hydraulic Modeling					
2. Sediment and Trash Load Calibration Study					
3. Bi-national Sediment and Trash Control Plan					

It is critical to understand how water and sediment flow in order to develop an effective, integrated program for cost-efficient sediment and trash management and long-term recovery for the Valley. Sediment and trash accumulation and associated flood risk to public infrastructure and private property present costly environmental and management issues for Valley stakeholders. Many hydrology and hydraulic studies have been conducted in the Valley to understand how water flows for a variety of specific purposes, but some of this work is outdated or not relevant. In addition, only recently have studies focused on analysis of peak flows in the main Tijuana River, runoff volume and duration during extreme storm events, and assessed production and distribution of sediment

in the main river and tributary canyon drainages specifically for the purpose of reducing sediment, trash and flood risk. Focused hydrological and hydraulic studies will jointly inform and allow collaborative bi-national solutions to be developed for: (1) restoration of the river and estuary to optimize flows for flood control and natural sediment transport to the ocean, (2) cost-benefit analysis of optimum management actions to control sediment and trash at the source(s) in the watershed and in the Valley, and (3) development of design, siting and sizing criteria for sediment and trash capture infrastructure in both the U.S. and Mexico portions of the watershed.

1. Watershed Hydrological and Hydraulic Modeling

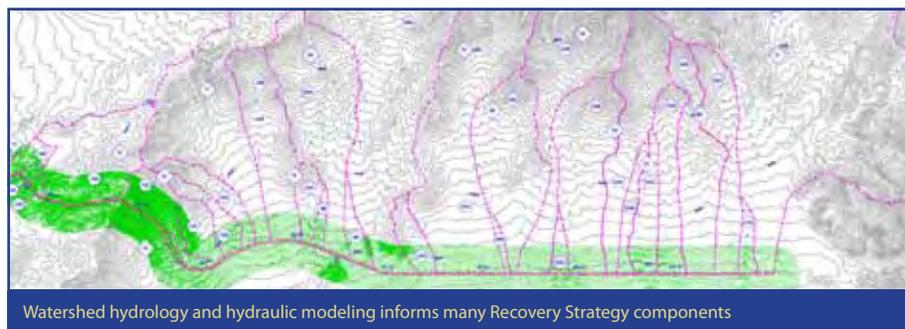
Project will perform hydrology and hydraulics modeling based on current conditions. Project will re-evaluate the extent of the 25- and 100-year floodplains using LIDAR and other available data. Expected results: identification of current flow characteristics that may be used for sediment and trash management, delineation of 25- and 100-year floodplain boundaries, and data to inform other policy and project implementation decisions.

2. Sediment and Trash Load Calibration Study

Desktop and field measurement study of sediment and trash loads in the Tijuana River watershed at key locations. Project will inform source reduction and management practice implementation planning and cost-benefit analysis for activities such as erosion, sediment, and trash control education and outreach, slope/road stabilization, and siting for sediment basins and/or trash capture. Expected results: data to calibrate sediment transport model(s).

3. Bi-national Sediment and Trash Control Plan

Watershed-based study to determine the feasibility, expected benefits, and operations and maintenance requirements for various types of sediment and trash management activities and/or capture devices. Project will include cost-benefit analysis for site-specific and watershed-based alternatives. Expected results: coordinated source control, conceptual design, siting options and preliminary (30%) engineering design for selected capture devices.



	2012	2014	2016	2018	2020
C. Reduce Sources of Sediment and Trash					
4. Sediment Source Control Implementation Program					
5. Trash Source Control Implementation Program					
6. Regular Trash Removal - U.S.					
7. Trash Removal Programs - Mexico					

Sources of sediment and trash derived from both sides of the border contribute to ecosystem degradation, water quality concerns, and other problems that threaten the watershed. Education and outreach, and pollution prevention and source control projects are required to stop impacts from sediment and trash. The success of these types of programs depends on planning and implementation that will require time and significant political and economic investment on both sides of the border. Accordingly, results from partnership projects conducted under Priority Action Area A (Partner with Mexico to Implement Optimum, Watershed-based Solutions) will be used to identify specific watershed-based source reduction activities.

C1. Sediment

Sources of anthropogenic sediment exist on both sides of the border. In the U.S., significant effort has been directed toward development and implementation of land development, construction practice, and post-construction erosion control and sediment management policies over the past several decades. While this work has resulted in significant reductions in sediment loads from human activities, more work can be done.

4. Sediment Source Control Implementation Program

Informed by results of projects conducted under Priority Action Area A (Partner with Mexico to Implement Optimum, Watershed-based Solutions) and

B (Understand How Water, Sediment and Trash Flow), implement actions such as: road and slope stabilization, erosion/sediment control guidance and incentives for development projects, legislation to enhance municipal codes and enforcement activities, and outreach for effective erosion control and sediment management practices. Expected results: source reduction of sediment.

C2. Trash

Traditional source control activities include education and outreach efforts focused on proper disposal, various activities to reduce litter and illegal disposal and policy improvements to encourage recycling and other beneficial activities. Recently, in the U.S., efforts to ban products have emerged as a potentially viable pollution prevention strategy.

5. Trash Source Control Implementation Program

Informed by the results of projects conducted under Priority Action Area A (Partner with Mexico to Implement Optimum, Watershed-based Solutions) and B (Understand How Water, Sediment and Trash Flow), implement actions such as: improved trash collection services, illegal disposal abatement, legislation to provide incentives for recycling and disposal, and community-based social marketing outreach. Expected results: source reduction of trash.

6. Regular Trash Removal- U.S.

Fund and continue to implement partnership program for Recovery Team stakeholders and volunteer groups/non-governmental organizations to perform manual trash and tire removal activities in the Valley. Project to include disposal costs. Expected results: removal of quantifiable amounts of accumulated trash.

7. Trash Removal Programs- Mexico

Informed by results of projects conducted under Priority Action Area A (Partner with Mexico to Implement Optimum, Watershed-based Solutions), implement actions such as: trash collection enhancements, plastic and tire recycling program improvements, illegal dumping abatement/enforcement, community-based social marketing outreach, and regular trash removal programs. Expected results: removal of quantifiable amounts of accumulated trash.



	2012	2014	2016	2018	2020
D. Implement Sediment and Trash Capture Devices in Watershed					
8. Design and Implementation of Sediment Basin in Smuggler's Gulch					
9. Sediment Capture Implementation - Mexico					
10. Design and Implementation of Floatable Trash Capture Device(s)					
11. Storm Drain System Trash Capture Device(s) Assessment - U.S.					
12. Trash Capture Implementation - Mexico					

In addition to source control, capture of sediment and trash pollutants is a necessary component for the long-term recovery of the Valley. The Recovery Team recognizes that source control and pollution prevention on both sides of the border are the first steps in reducing the amount of sediment and trash that will need to be treated to protect the designated beneficial uses of receiving waters. However, successful implementation of sediment and trash reduction

activities will improve the cost-effectiveness, but not eliminate the need for implementing capture devices at strategic locations in the watershed. Factors such as land use, drainage area, and configuration of stormwater conveyance systems will determine the effectiveness of capture devices and/or strategies. In addition, the effectiveness of capture devices is dependent on performance of regular operation and maintenance activities. Sediment and trash capture

implementation projects in both the U.S. and Mexico will depend on the outcome of Priority Project Areas A (Partner with Mexico to Implement Optimum, Watershed-based Solutions) and B (Understand How Water, Sediment and Trash Flow). The success of these types of programs is dependent on understanding that planning and implementation will require time and significant resource investment from partners in both the U.S. and Mexico.

D1. Sediment

Sediment capture alternatives include on-site detention basins, regional basins designed to treat at the sub-watershed level, and large end-of-drainage area basins in the Valley.

8. Design and Implementation of Sediment Basin in Smuggler's Gulch

Informed by results of work conducted under Priority Action Area B (Understand How Water, Sediment and Trash Flow), this project will develop engineering design and permitting for sediment capture device(s) for low-medium flows provided this approach is deemed feasible and cost-effective. This project will ultimately include construction. Expected results: siting, permitting, 100% engineering design, and construction for sediment removal device(s).

9. Sediment Capture Implementation- Mexico

Informed by results of work conducted under Priority Action Areas A (Partner with Mexico to Implement Optimum, Watershed-based Solutions) and B (Understand How Water, Sediment and Trash Flow), implement actions such as road paving/stabilization, non-vegetated slope stabilization, local/regional sediment basin implementation. Expected results: sediment load reduction.

D2. Trash

Trash capture alternatives include: mechanized removal of trash and litter from urban areas, improvements to urban drainage conveyance systems to reduce trash transport, and trash capture nets or screens located within drainage conveyances.

10. Design and Implementation of Floatable Trash Capture Device(s)

Informed by results of work conducted under Priority Action Area B (Understand How Water, Sediment and Trash Flow), provide engineering design and permitting for trash capture device(s) for low-medium flows, provided this approach is deemed feasible and cost-effective. This project will ultimately include construction. Expected results: siting, permitting, 100% engineering design, and construction for trash removal device(s) and associated trash load reduction.



11. Storm Drain System Trash Capture Device(s) Assessment - U.S.

Storm drain system capture devices can include hydrodynamic separators (flow-through structures with a settling or separation unit to remove trash, sediment, and other pollutants), catch basin inserts, inlet filters and other devices. Project aims to assess feasibility, design and potentially construct storm drain system capture devices in key locations. Expected results: sediment and trash pollutant load reductions.

12. Trash Capture Implementation - Mexico

Informed by results of projects conducted under Priority Action Areas A (Partner with Mexico to Implement Optimum, Watershed-based Solutions) and B (Understand How Water, Sediment and Trash Flow), implement actions such as: storm drain system trash capture devices, improved street sweeping, trash capture nets and screens in channels and/or drainages. Expected results: trash load reductions.

	2012	2014	2016	2018	2020
E. Fund and Perform Ongoing Operations and Maintenance Work					
13. Local Integrated Sediment and Trash Processing Site	[Timeline bar with red, blue, and purple segments]				
14. Nearshore Sediment Reuse/Beach Replenishment Project <i>In Progress</i>	[Timeline bar with blue arrow pointing right]				
15. Nelson and Sloan Quarry Reclamation <i>In Progress</i> (Feasibility phase)	[Timeline bar with red, purple, and blue segments]				
16. Reuse Construction Grade Material - Contract Terms and Conditions Recommendations	[Timeline bar with green, blue, and purple segments]				
17. Long-term Operations and Maintenance Financing	[Timeline bar with green and blue segments]				

The major challenge of capturing sediment and trash material in basins and managed natural channels is budgeting and funding the annual O&M activities that include: excavation, sorting, and disposal. While source reduction measures throughout the watershed will reduce the volume and frequency of this work, operation and maintenance of existing and new sediment and trash capture infrastructure must be considered as a long-term, ongoing need. Initial work to fund operations and maintenance activities can generally be divided into two major components, as described below.

E1. Reduce Annual O&M Costs with Joint Operations and Local Reuse of Sediment

The members of the Recovery Team that conduct annual O&M activities have joined forces to reduce annual costs by creating local uses for sediment and by implementing joint sediment processing. To expedite these methods taking effect, collaborative environmental permitting review and joint operation agreements will be imperative. These projects are summarized below.

13. Local Integrated Sediment and Trash Processing Site

Joint sediment and trash management location for the sediment captured in the Goat Canyon sediment basins and resulting from other excavation activities elsewhere in the Valley. Expected results: centralized cost-efficient processing of excavated material.

14. Nearshore Sediment Reuse/Beach Replenishment Project *In Progress*

Continue placing sediment on the beach adjacent to Border Field State Park and TRNERR. This project originated as a pilot under the Tijuana Estuary Sediment

Fate and Transport Study and is currently authorized under Department of Army Permit (SPL-2008-00812-RRS). Sediment may also be placed in the nearshore environment through an agreement with the City of Imperial Beach in accordance with the Sand Compatible Opportunistic Use Project (SCOUP) Plan. Expected results: cost-efficient reuse and environmentally beneficial placement of captured sediment for beach replenishment.

15. Nelson and Sloan Quarry Reclamation *In Progress*

Implement the Reclamation Plan for the Nelson and Sloan property (also known as the Border Highlands Borrow Pit) using sediment excavated from Valley sources. Expected results: beneficial reuse of captured sediment to reclaim sand and gravel mine in conformance with the original conditional use permit and reclamation plan, cost-efficiently place sediment excavated from Valley sources, and improve habitat through revegetation of severely eroded slopes.

16. Reuse Construction Grade Material-Contract Terms and Conditions Recommendations

Development of standardized terms and conditions for contracts with material operators to responsibly distribute construction grade material obtained from sediment operation and maintenance activities in the Valley. Expected results: increase beneficial reuse of material and improve sediment placement tracking.



E2. Secure Long-term Financing for O&M Activities

Development of a sustainable financing mechanism must occur to ensure that O&M can be accomplished annually, and to responsibly invest in future infrastructure. Traditional O&M mechanisms include establishing an endowment or cooperative agreements for management; however, identifying sources for capitalizing the fund will require consultation with financial and legal advisors.

17. Long-term Operations and Maintenance Financing

Develop government, philanthropic, and/or other innovative sponsorship and revenue-generating activities to secure long-term O&M funding for sediment and trash control activities. Expected results: dedicated funding for various sediment and trash control projects.

	2012	2014	2016	2018	2020
F. Involve and Inform Community in Mexico and U.S.					
18. Recovery Team Administration, Website Management and Media Support	[Progress bar from 2012 to 2020]				
19. Cross-border Notification Network	[Progress bar from 2012 to 2014]	[Progress bar from 2014 to 2020]			

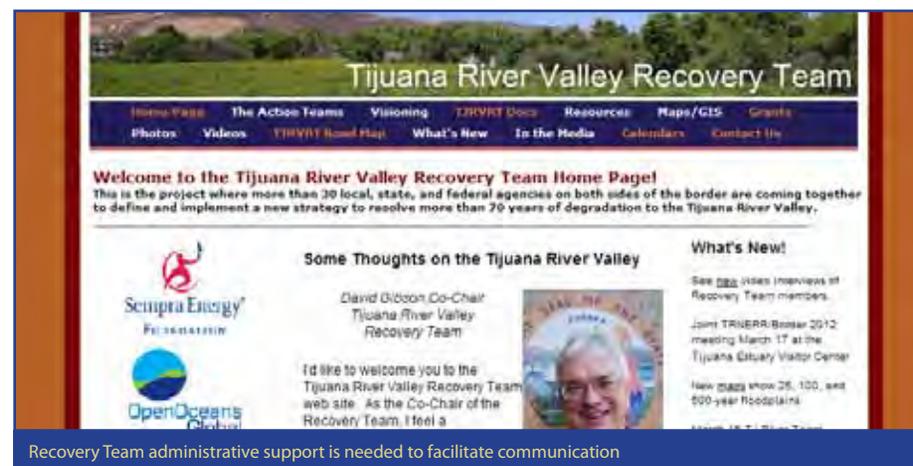
Effective and fully functional bi-national partnerships are integral to successfully reducing sediment and trash-related problems and improving the quality of the environment along the international border. Given the key role that source control and pollution prevention activities have in reducing costs to protect and cleanup the Valley, a collaborative and comprehensive education and outreach program is needed. Stakeholders may then leverage existing education and outreach activities bi-nationally and work together to develop new and more effective programs to increase awareness, change behavior and improve conditions contributing to sediment and trash issues on both sides of the border.

19. Cross-border Notification Network

Develop an effective, streamlined cross-border project coordination and notification network and a process to advise key agencies/staff on the status of water quality and other issues affecting human and ecosystem health. Expected results: improved international communication; potential to reduce various environmental and human health impacts from pollutants in the Tijuana River watershed.

18. Recovery Team Administration, Website Management and Media Support

Develop ongoing administrative support for the Recovery Team with provisions for development and maintenance of its website, popular media support and technical information exchange between U.S. and Mexico resource agencies. Expected results: continuous Recovery Team administrative support to improve project implementation/coordination opportunities.

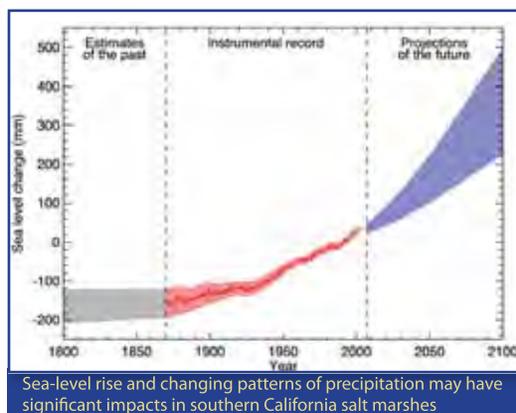


	2012	2014	2016	2018	2020
G. Protect and Enhance Natural Resources					
20. Climate Change Analysis and Planning					
21. Integrated Floodplain Management Alternatives Analysis					
22. Restore River Hydrology					
23. Restore Estuary					
24. Implement the Tijuana River Valley Invasive Plant Control Program ^{In Progress}					
25. Establish Native Plant Cover and Weed Control on Border Infrastructure System ^{In Progress}					
26. Acquire Private Property from Willing Sellers ^{In Progress}					
27. Agricultural Land Management Strategy					

The Valley and estuary is one of the largest and least developed coastal wetland ecosystems in southern California. Despite significant disturbance from human activities in the Valley and adjacent metropolitan areas, protection and restoration efforts have resulted in an improvement in habitat and ecological function over the past several decades. Informed by results of projects conducted under Priority Action Area B (Understand How Water, Sediment and Trash Flow), projects are needed to restore the river flows and estuary tidal prism to reduce flooding, re-establish natural sediment transport to the ocean, and regain the productivity and resilience of the ecosystem.

20. Climate Change Analysis and Planning

Analysis to assess the potential impacts of sea level rise and changing watershed inputs to develop long-term planning needs. Expected results: prediction of habitat migration; identification of potential impacts to infrastructure and property; development of climate change adaptation plans.



21. Integrated Floodplain Management Alternatives Analysis

Develop a feasibility-stage alternatives analysis to determine the technical viability of integrated flood control, vegetation maintenance, and invasive species management alternatives in the Valley. Expected results: development of cost-efficient alternatives to reduce flood risk for residents and infrastructure in the Valley, improve ecosystem function and transport of sediment from river to ocean, reduce the presence of invasive plant species and plan for river and estuary resiliency to climate change. This project may also lead to management alternatives for flow impediments such as berms, the Brown Fill and other flow-impeding obstacles.

22. Restore River Hydrology

Develop plans to restore the Valley to a naturally connected system of estuarine, riparian, transitional and upland habitats allowed to function as a braided river system with the associated capacity to naturally transport stormwater flows and sediment to the ocean. It is recognized that this goal will be balanced with flood protection of infrastructure, respect for existing land uses, and recreational opportunities. Expected results: sustainable hydrological connectivity between land and ocean with ecosystem capacity to beneficially manage sediment transport.

23. Restore Estuary

A Feasibility and Preliminary Design Study was completed in 2008. The next phase will include design and environmental compliance with products such as engineering cost estimates, designs and specifications, environmental compliance documents, and permit applications. Expected results: ecosystem restoration to improve tidal prism and overall ecosystem value.

24. Implement the Tijuana River Valley Invasive Plant Control Program ^{In Progress}

Implementation of the ongoing Program is guided by mapping of target species distributions, a control plan, programmatic environmental permits, and ongoing research and monitoring of treatment methods. Since its inception in 2002, the Program has treated invasive plants within 1,752 acres. A Technical



Advisory Group meets annually to prioritize work. Current high priorities include eradicating tamarisk from the main river channel through the estuary, establishing protocols to minimize spread of *Arundo donax* by ground disturbing maintenance activities, and providing a means to check whether completed control/revegetation areas exist in the footprint of planned work in the Valley. Expected results: prevent the spread of invasive species and reduce the impacts caused by invasive species to the Valley's sensitive ecological habitats.

25. Establish Native Plant Cover and Weed Control on Border Infrastructure System ^{In Progress}

In October 2011, U.S. Customs and Border Protection began a perennial enhancement revegetation effort in Smuggler's Gulch using native shrub species and a drip irrigation system. The primary goals of the revegetation are to prevent erosion and reduce the invasive species on the staging areas, access routes, and cut-and-fill slopes temporarily disturbed during the construction of the Border Infrastructure System (BIS). Plant and irrigation system installation is expected to be completed by March 2012, with monitoring and management expected to last through 2015. Expected results: reduction of sediment loads and improved water quality.

26. Acquire Private Property from Willing Sellers ^{In Progress}

A coordinated effort by federal, state, and local governments to purchase private property in the Valley from willing sellers has resulted in the purchase of over 1,700 acres since the 1980s. This effort is complemented by ongoing efforts in Mexico to secure conservation easements in open space areas. Expected results: reduced risks to public health and safety from flooding and erosion and improved natural habitat connectivity.

27. Agriculture Land Management Strategy

Develop a management strategy for agricultural land as it becomes available through acquisition from willing sellers or retirement of existing leases. Expected results: reduce soil erosion and loading of pesticides and fertilizers that could negatively affect sediment and water quality.

Recovery Team Actions in the Regulatory Environment

A primary driver for the formation of the Recovery Team was the listing of the Tijuana River as impaired for sediment, trash and several other water quality pollutants under Section 303(d) of the Clean Water Act. Federal law requires that Total Maximum Daily Loads be developed to reduce the sources of impairment in 303(d)-listed waterbodies. However the bi-national nature of the Tijuana River watershed, the number of agency and private stakeholders and other factors led the Regional Board to consider the collaborative stakeholder-led Recovery Strategy approach.

In response to the need for an increased understanding of the Tijuana River Valley and watershed within the context of resource management agency responsibilities/missions and across the U.S.-Mexico Border, a stakeholder workshop series was conducted. The three workshop series:

- » informed the development of the Recovery Strategy,
- » served as a collaborative process vehicle to inform stakeholders and integrate recovery strategies in the Valley,
- » linked policy and science with agency stakeholder responsibility roles, and
- » allowed sharing of multiple perspectives of recovery goals across stakeholder groups.



Participants in the stakeholder workshops contribute to the development of strategies for Valley recovery



Collaborative Recovery Team visioning workshop to identify priority action areas

Over 50 stakeholders attended each workshop and post-workshop surveys were delivered by TRNERR's Coastal Training Program. The surveys reported a 95% increase in awareness of collaboration opportunities.

The Regional Board is one of a number of governmental agencies established to enforce regulations pertaining to maintaining and restoring water quality, protecting habitat and sensitive species, and managing cultural and other resources. Within the Recovery Team, these agencies include: U.S. IBWC, the EPA, U.S. Army Corp of Engineers, U.S. Fish and Wildlife Service, the California Department of Fish and Game, the California State Water Resources Control Board, the Regional Board, and others. Each of these agencies has specific, and often independent processes to review and approve projects conducted under their jurisdictional authority.

The Recovery Team provides a forum for coordinating regulatory processes and project review that can meet the needs of individual stakeholders while benefitting the overall recovery of the Valley and the watershed. Communication and early collaboration among project stakeholders and regulatory agencies is key to this process. The collaborative nature of the Recovery Team promotes the development of a comprehensive permitting approach for projects that will restore the Valley in a manner consistent with existing laws and regulations and in concert with the overall vision of the Recovery Team.

Next Steps for the Recovery Team

The Recovery Team recognizes the importance of continuing to work collaboratively to implement actions to achieve its vision. The member agencies of the Recovery Team have developed a Letter of Commitment, a simple formalization of the relationship between the land managers and operating agencies that serves as a basis for collaboration in implementing priority projects. The Letter of Commitment recognizes that collaboration can be limited to individual agency responsibilities, jurisdictions, and legal mandates and is subject to the availability of funding.

Moving forward, the land managers and operating agencies will be signatories to the Letter of Commitment and will serve as the Steering Committee for the Recovery Team. Other Recovery Team stakeholders that are not signatories to the Letter of Commitment will be Members of Good Standing. These include: the environmental community, scientific community, and Valley stakeholders, such as private land owners and users. Additionally, the Recovery Team recognizes the importance of collaboration with agencies and organizations in Mexico and has agreed to jointly communicate common messages regarding its activities. Mexican agencies, environmental groups, and scientific organizations are also welcomed to the Recovery Team.

The Regional Board will serve as sponsor signatory to the Recovery Team and believes the Recovery Team is an innovative model that could demonstrate how water quality improvements can be made without the contentious and costly regulatory and legal remedies typically employed. The Regional Board also agrees to hold in abeyance its legal and regulatory options relevant to addressing sediment and trash issues while the Recovery Team pursues implementation of the priority projects identified in this document. This in no way limits the Regional Board's regulatory and legal options, but, instead, shows a reciprocal respect for progress, provided that the signatories below are making a good faith effort to work collaboratively to implement the priority projects. Progress toward implementing the priority projects to achieve the vision for the Valley will be assessed after a two-year period. At that time, the Letter of Commitment will be renewed and/or revised by employing an iterative planning cycle. The planning cycle will include a four-part adaptive management strategy:

- » **Assessment** - Includes the collection and assessment of data and other information to determine priority project implementation needs.
- » **Planning** - Identifies and prioritizes measures to effectively and cost-efficiently reduce sediment and trash sources while balancing flood risk, ecosystem management, and recreational opportunity needs.
- » **Implementation** - Employs priority projects in an integrated and collaborative approach that may include bi-national cooperation, interagency coordination, and/or cost-sharing components.
- » **Effectiveness Assessment** - Evaluates project implementation activities to refine future planning and implementation efforts.



It is anticipated that the adaptive management strategy will be applied both to specific project implementation assessments as well as assessment of overall progress toward long-term recovery goals. Approximately six months prior to the end of this initial phase of recovery, the Recovery Team will begin a planning process to evaluate findings and to develop an action plan for additional implementation activities and priority projects.

Recovery Strategy Summary

The Recovery Strategy is intended to initiate the first phase of actions required to cleanup the Valley so its beneficial uses can be restored and the environmental and human values that the Valley supports can be maintained in perpetuity. Through this document, the Recovery Team has taken a significant step to document the existing conditions related to sediment and trash issues in the Valley, and outline solutions that will allow beneficial uses of the Valley and its resources to be achieved. Resolution to the sediment and trash problems will require alignment of enhanced relationships, partnerships, and funding mechanisms in the U.S. and in Mexico to provide watershed-based solutions. Accordingly, the Recovery Team stakeholders recognize the benefit of using a collaborative approach to build and enhance cross-border communication and relationships that will lead to our common goals of a healthy Valley and watershed.

The TRVRT would like to especially thank:



California State Water Resources Control Board



Sempra Energy Foundation

for providing funding to support the development of the Strategy.

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Or visit the Regional Board website at:
<http://www.waterboards.ca.gov/sandiego/>

Tijuana River Valley Recovery Team

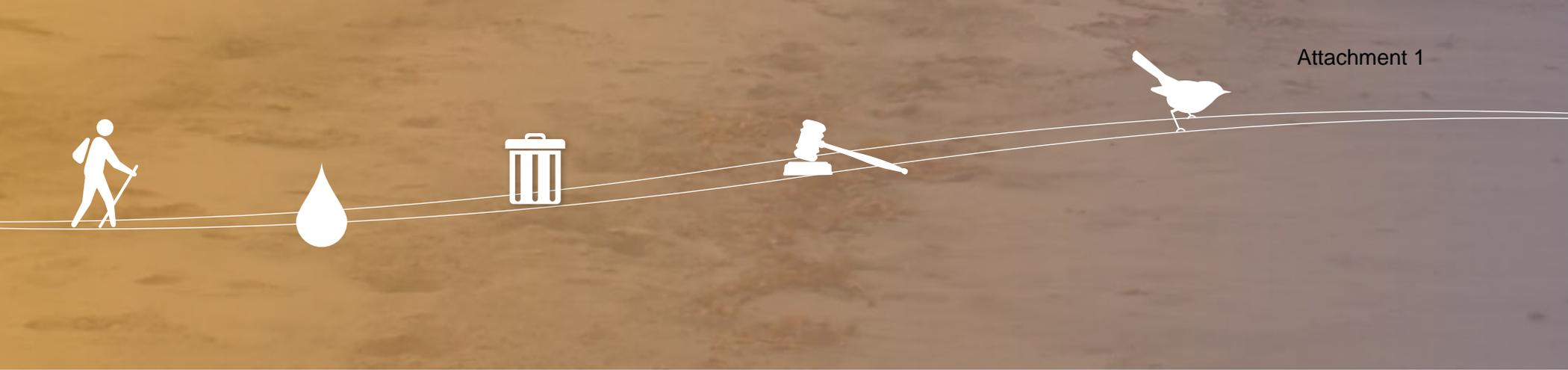
The Recovery Team consists of the following member agencies and organizations:

- » Audubon Society
- » California Coastal Commission
- » California Coastal Conservancy
- » California Department of Conservation, Office of Mining and Reclamation
- » California Department of Fish and Game
- » California Department of Resources Recovery and Recycling (CalRecycle)
- » California Environmental Protection Agency
- » California State Parks
- » California State Water Resources Control Board
- » City of Imperial Beach
- » City of San Diego
- » County of San Diego
- » International Boundary and Water Commission
- » National Marine Fisheries Service
- » National Oceanic and Atmospheric Administration
- » OpenOceans Global
- » San Diego Coastkeeper
- » San Diego County Water Authority
- » San Diego Regional Water Quality Control Board
- » San Diego State University
- » Scripps Institution of Oceanography
- » Southern California Coastal Water Research Project
- » Southwest Wetlands Interpretive Association
- » State Coastal Conservancy
- » Surfrider
- » Tijuana River National Estuarine Research Reserve
- » Tijuana River Valley Equestrian Association (TRVEA)
- » U.S. Army Corps of Engineers
- » U.S. Bureau of Reclamation
- » U.S. Customs and Border Patrol
- » U.S. Department of Agriculture
- » U.S. Environmental Protection Agency
- » U.S. Fish and Wildlife Service
- » U.S. Navy

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U.S. Fish and Wildlife Service
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WILD Coast



Tijuana River Valley Recovery Team Five-Year Action Plan March 2015

1.0 INTRODUCTION

The objective of the Tijuana River Valley Recovery Team (TRVRT) Five-Year Action Plan is to maintain collaborative momentum and implement projects that advance TRVRT goals as described in the January 2012 Tijuana River Valley Recovery Strategy (Recovery Strategy).

The San Diego Regional Water Quality Control Board (San Diego Water Board) endorsed the Recovery Strategy in February 2012 and recognized that based on demonstrated progress and solid measurable goals, the implementation of the Recovery Strategy would likely result in eventual attainment of water quality standards in the Tijuana River Valley. If done in a reasonable period of time, this could obviate the need for Total Maximum Daily Loads (TMDLs) or other regulatory measures for waters in the Tijuana River Watershed, which are listed 38 times on the 2010 U.S. Environmental Protection Agency (USEPA) 303(d) list of impaired waters due to pesticides and other organics, metals, sediment, nutrients, pathogens, and toxicity.

The San Diego Water Board will continue to evaluate the progress of implementing the 2012 Recovery Strategy as an alternative to TMDLs and other regulatory measures. If progress is not sufficiently demonstrated, the San Diego Water Board may decide, rather than continuing to endorse this alternative, to revert to adopting its traditional regulatory tools to attain better results.

The TRVRT Five-Year Action Plan is intended to outline what the TRVRT aspires to accomplish over the next five years to continue advancing the 2012 Recovery Strategy goals. The steps described to reach these accomplishments are not binding commitments but a potential path to implement these projects that currently serve as alternatives to TMDLs and other regulatory measures. The project descriptions may include tasks, deliverables, resources needed, a schedule for achieving project milestones, and processes for monitoring progress. Since these are all variables that can change over the course of a project, the Five-Year Action Plan should be updated regularly.

The projects below have been organized into two tiers. Tier 1 projects are described as such:

1. Identified as a **high priority** in the Recovery Strategy;
2. Involve relatively **straightforward** paths of completion;
3. Can be controlled by agencies **within the U.S.**; and
4. Are expected to produce **long-term benefits** to managing trash and/or sediment.

Tier 2 projects can be described with at least one of the four criteria.

The TRVRT has suggested to the U.S. International Boundary and Water Commission (IBWC) that some of these projects may be good candidates for “minute projects.” In 1944, the U.S. and Mexico signed a Water Treaty, which is implemented through minutes. IBWC and its Mexican counterpart, Comisión Internacional de Límites y Aguas (CILA) plans to soon approve a minute that establishes a process for identifying projects to manage cross-border sediment, trash, and water quality impacts. The projects will then be implemented through subsequent project-specific minutes.

2.0 TIER 1 PROJECTS

Tier 1 projects are the highest priority projects. The San Diego Water Board submitted a request to the State Water Resources Control Board to provide Cleanup and Abatement Account (CAA) funds for the first phase of Tier 1 projects, anticipated to cover up to two years’ worth of work. Additional funds from sources such as the Integrated Regional Water Management (IRWM) program and California Fish and Wildlife will be requested to cover subsequent phases of these Tier 1 projects.

PROJECT 1: Reclamation of the Nelson Sloan Quarry

Background: The Nelson Sloan quarry was acquired by the County of San Diego through funding by the California Coastal Conservancy for reclamation and restoration to native upland habitat. A portion of the quarry has already been filled by the federal Department of Homeland Security as part of the border fence project. The quarry could be reclaimed with sediment from the several excavation projects in the Tijuana River Valley; e.g., the Tijuana River channel, the pilot channel, the Goat Canyon sediment basin. The quarry could receive sediment over a period of 5 to 20 years depending on the volume identified for removal. Moreover, the quarry could also be used as a sediment/trash processing center for efforts in the Tijuana River Valley, allowing sediment to be stockpiled for uses such as construction fill and aggregate in San Diego or Tijuana, as market conditions allow, or beach replenishment material.

In 2010, the California Coastal Conservancy provided \$250,000 to the City of San Diego for planning and permitting necessary to reclaim the quarry with the aim of improving the natural value and appearance of the abandoned quarry, while providing a low-cost option for disposing of sediment excavated in the Tijuana River Valley. The City of San Diego has spent \$200,000 on a Nelson Sloan Quarry Reclamation Plan. The remaining \$50,000 could possibly be transferred to the County of San Diego to support a contract for an operations plan and cost estimate for sediment deposition at this site.

The County of San Diego has not identified any plans to proceed with the reclamation of the quarry, but it might allow the aforementioned uses provided several conditions are met, including indemnification and essentially no cost to the County of San Diego for permitting or operations. It has, however, indicated a willingness to assist in completing or updating the Nelson Sloan Quarry Reclamation Plan and associated environmental documents. The

County has also taken an active role in facilitating the discussion of the options to reclaim the quarry with Tijuana River Valley sediment. This is a key area where the continued discussion by elected officials to help us coordinate the efforts of several agencies and/or legislation to offset costs could be very helpful.

The local California State Parks office has expressed interest in approaching its decision-makers in Sacramento to suggest that California State Parks takes the lead on operations at the quarry. Since the agency's leadership has been in transition since July 2014, the local office proposes to make its suggestion once a new director is appointed.

This project was also proposed by the TRVRT to IBWC on October 22, 2014 as a minute project. The process to designate minute projects may be lengthy so the TRVRT will continue to move forward in the meantime IBWC and its Mexican counterpart, CILA, decide if this project could be implemented through a treaty minute.

Project Lead: State Parks preferred
County of San Diego, alternate

Desired Five-Year Outcome: Reclamation of Nelson Sloan quarry underway using sediment excavated in the Tijuana River Valley

Task 1: Secure Funding

- 1.1 On December 31, 2014, the San Diego Water Board submitted a request to the State Water Resources Control Board to provide CAA grant funds for conditions in the Tijuana River Valley as there are no viable responsible parties available to undertake the work. The CAA project that this request would fund is called "Phase I of the Tijuana River Valley Recovery Team Five-Year Action Plan Implementation." The proposed CAA project consists of five components, A-E. Component A addresses planning activities for reclamation of the Nelson Sloan quarry; exploring management and operations alternatives and/or updating environmental documents based on the preferred alternative. As of the date of the CAA request, December 31, 2014, since no other funds were available to cover exploring management and operations alternatives or updating environmental documents, \$500,000 was requested to cover the cost of both. Agency point of contact: Melissa Valdovinos, San Diego Water Board.
- 1.2 The California Coastal Conservancy will consider transferring the remaining \$50,000 of the \$250,000 granted to the City of San Diego to the County of San Diego to hire a consultant to develop a management and operations plan and associated cost estimates for the Nelson Sloan quarry. Agency point of contact: Joan Cardellino, California Coastal Conservancy.

- 1.3 Funding from an alternative source will be requested if the abovementioned requests are not approved, not approved fully, or not approved in a timely manner.
- 1.4 Once a preferred alternative that complies with California Environmental Quality Act (CEQA) requirements is chosen, additional funds will be requested to produce design plans, construct, manage, and operate the site.

Task 2: Develop Management and Operations Plan

- 2.1 The County of San Diego is currently developing a scope of work (SOW) and once funds are secured under Task 1, a consultant will be hired to develop a management and operations plan and associated cost estimates for the Nelson Sloan quarry per the SOW. (Christine Sloan)
- 2.2 The consultant will explore the different options for managing the Nelson Sloan quarry and for operating it, including the reclamation plan developed by the City of San Diego. The various alternatives will take into account material import sources, material stockpiling, material sorting, material export, fill plan, restoration plan, project boundaries, operations and management structure, and estimated costs. These factors will be the basis for the TRVRT to choose a preferred alternative. The consultant's management and operations plan will describe the steps for carrying out the preferred alternative, including what must be identified to perform a CEQA review.

Task 3: Develop Preliminary Design Plans

- 3.1 Schematic design plans will be produced for the preferred alternative, taking into account what must be identified to perform a CEQA review.
- 3.2 Once the schematic design plans are approved by the agency that will manage the Nelson Sloan quarry, preliminary design plans will be produced to examine in detail whether or not the ideas developed in the schematic design phase should be committing to construction documents. The preliminary design plans will include enough detail for a CEQA review.

Task 4: Perform CEQA Review

- 4.1 A CEQA review for the Nelson Sloan quarry was conducted in 1976 based on conditions and reclamation activities planned at that time. An updated CEQA review will be conducted by the San Diego Water Board, in accordance with Chapter 3 of Title 14 of the California Code of Regulations, to identify the significant environmental impacts of the preferred alternative and to avoid or mitigate those impacts, if feasible. At a minimum, an initial review of the preferred alternative and its environmental effects will be conducted. Depending on the potential effects, a

further, and more substantial, review may be conducted in the form of an environmental impact report (EIR). Agency point of contact: Melissa Valdovinos.

Task 5: Develop Final Construction Documents

- 5.1 CEQA will reveal if the preliminary design plans may be approved. If anticipated environmental effects prompt a change in the preferred alternative and/or mitigation measures, the design plans will be modified accordingly and finalized. These construction documents may then be used by the agency that will manage the Nelson Sloan quarry to request construction bids and obtain any required permits or other approvals.

Task 6: Construct Site for Sediment Deposition

- 6.1 The site will be constructed in accordance with construction documents.

Task 7: Manage and Operate Site

- 7.1 The site will be managed and operated in accordance with management and operations plan and construction documents.

PROJECT 2: Brown Property Restoration

Background: The Brown Property on Hollister Avenue was the site of unauthorized fill activities in the past. The fill material has been evaluated by CalRecycle as inert and nonhazardous waste. Removal of the fill and restoration of the site to riparian forest floodplain would substantially improve the hydrology of the Tijuana River Valley. Nonetheless, an additional focused hydrology study is needed for CEQA and permitting of the fill removal and restoration to ensure impacts are mitigated and an appropriate, sustainable, post-project design is developed for the restoration of the site.

With additional studies, the property could be restored to riparian forest, wetland habitat, and recreational uses. The site would provide significantly improved hydrology in the Tijuana River Valley, potentially reducing the need for the Pilot Channel maintenance by the City of San Diego and reducing flood risks and channel erosion in the northern reach of the Tijuana River on the U.S. Navy Outlying Field. Financial support from CalRecycle would be critical to complete this project. The restoration would reestablish the braided channel condition expected in this type of river system and reduced flood impacts for the 25-year and smaller storm events. The post-project area would be able to support certain recreational uses (trails for equestrian, biking, hiking, and bird watching) currently not fully realized.

Sediment removed could be placed in the Nelson Sloan quarry for reclamation or other purposes. The site could potentially be used as a mitigation bank for wetland projects or as a Watershed Water Quality Improvement Plan Alternative Compliance Site for storm water permit implementation.

This project was also proposed by the TRVRT to IBWC on October 22, 2014 as a minute project. The process to designate minute projects may be lengthy so the TRVRT will continue to move forward in the meantime IBWC and its Mexican counterpart, CILA, decide if this project could be implemented through a treaty minute.

Project Lead: County (property owner) preferred
City of San Diego (responsible for flood control), alternate or joint lead

Desired Five-Year Outcome: Brown Property fill removal and restoration underway

Task 1: Secure Funding

- 1.1 On December 31, 2014, the San Diego Water Board submitted a request to the State Water Resources Control Board to provide CAA grant funds for conditions in the Tijuana River Valley as there are no viable responsible parties available to undertake the work. The CAA project that this request would fund is called “Phase I of the Tijuana River Valley Recovery Team Five-Year Action Plan Implementation.” The proposed CAA project consists of five components, A-E. Component B addresses planning activities for restoring the Brown Property; preparing a hydrology study, feasibility study, and environmental documents. As of the date of the CAA request, December 31, 2014, since no other funds were available to cover a hydrology study, feasibility study, and environmental documents, \$300,000 was requested to cover the cost of these items. Agency point of contact: Melissa Valdovinos.
- 1.2 Funding from an alternative source will be requested if the abovementioned request is not approved, not approved fully, or not approved in a timely manner.
- 1.3 Once a preferred alternative that complies with CEQA is chosen, additional funds will be requested to produce design plans, remove fill, and manage the site.

Task 2: Prepare Hydrology Study

- 2.1 Once funds are secured under Task 1, a consultant will be hired to prepare a hydrology study to explore the hydrologic impacts due to various fill removal and restoration scenarios. This will inform the feasibility study.

Task 3: Prepare Feasibility Study

- 2.1 Once the hydrology study has identified the potential fill removal and restoration scenarios, a consultant will be hired to prepare a feasibility study that evaluates the practicality and cost estimates of these potential plans. This will be the basis for choosing a preferred alternative for fill removal and restoration.

Task 4: Develop Preliminary Design Plans

- 3.1 Schematic design plans for fill removal and restoration will be produced for the preferred alternative, taking into account what must be identified to perform a CEQA review.
- 3.2 Once the schematic design plans are approved by the agency that will manage the property, preliminary design plans will be produced to examine in detail whether or not the ideas developed in the schematic design phase should be committing to construction documents. The preliminary design plans will include enough detail for a CEQA review.

Task 5: Perform CEQA Review

- 5.1 A CEQA review for Brown Property restoration will be conducted by the San Diego Water Board, in accordance with Chapter 3 of Title 14 of the California Code of Regulations, to identify the significant environmental impacts of the preferred alternative and to avoid or mitigate those impacts, if feasible. At a minimum, an initial review of the preferred alternative and its environmental effects will be conducted. Depending on the potential effects, a further, and more substantial, review may be conducted in the form of an environmental impact report (EIR). Agency point of contact: Melissa Valdovinos.

Task 6: Develop Final Construction Documents

- 6.1 CEQA will reveal if the preliminary design plans may be approved. If anticipated environmental effects prompt a change in the preferred alternative and/or mitigation measures, the design plans will be modified accordingly and finalized. These construction documents may then be used by the agency that will manage the property to request construction bids and obtain any required permits or other approvals.

Task 7: Fill Removal and Other Restoration Work

- 7.1 Restoration activities, including fill removal, will be performed in accordance with construction documents.

Task 8: Manage Property

8.1 The property will be managed and maintained in accordance with factors considered in the feasibility study and construction documents.

PROJECT 3: Preparation of a Sediment Management Plan for the Tijuana River Valley

Background: Sediment and trash are currently excavated at several locations in the Tijuana River Valley and the disposal of the sediment is primarily transported to and deposited in landfills at a cost of up to \$100 per truckload. Finding alternatives to landfill disposal will reduce costs of excavation, allowing for greater excavation and restoration efforts valley-wide.

Sediment management options to be studied include reclamation of the Nelson Sloan Quarry, beach replenishment, construction aggregate and fill material, fill for Tijuana River Valley trails and dirt roads, fill for horse ranches and agriculture land, and landfilling. With sufficient funding, the sediment management plan could also include source identification and management options in Mexico. In developing the plan, existing studies that should be taken into account are the URS Trash and Sediment Characterization Study, the U.S. Army Corps of Engineers Regional Sediment Management Plan for San Diego County, and the City of San Diego Local Coastal Program Land Use Plan.

The sediment management plan will inform regulatory requirements (waivers, waste discharge requirements, etc.) in general, and specifically for Brown Property fill removal and sediment deposition/processing/reuse at the Nelson Sloan Quarry.

This project could potentially be coordinated with the sediment source identification study that is being proposed for the Tijuana River Water Quality Improvement Plan. The study could be leveraged to perform additional work in the Tijuana River Valley to address binational sources of sediment and/or further explores strategies for a sediment management plan.

This project was also proposed by the TRVRT to IBWC on October 22, 2014 as a minute project. The process to designate minute projects may be lengthy so the TRVRT will continue to move forward in the meantime IBWC and its Mexican counterpart, CILA, decide if this project could be implemented through a treaty minute.

Project Lead: City of San Diego preferred
IBWC, alternate

Desired Five-Year Outcome: Valley-wide sediment management plan completed

Task 1: Secure Funding

- 1.2 On December 31, 2014, the San Diego Water Board submitted a request to the State Water Resources Control Board to provide CAA grant funds for conditions in the Tijuana River Valley as there are no viable responsible parties available to undertake the work. The CAA project that this request would fund is called “Phase I of the Tijuana River Valley Recovery Team Five-Year Action Plan Implementation.” The proposed CAA project consists of five components, A-E. Component C addresses development of a valley-wide SMP. As of the date of the CAA request, December 31, 2014, since no other funds were available to cover the cost of a SMP, \$300,000 was requested for this purpose. Agency point of contact: Melissa Valdovinos.
- 1.2 Funding from an alternative source will be requested if the abovementioned request is not approved, not approved fully, or not approved in a timely manner.

Task 2: Develop Sediment Management Plan

- 2.1 A sediment management plan will be developed that, at a minimum, achieves the following:
- Describes problem and the utility of the sediment management plan;
 - Identifies responsibilities of authorities /agencies;
 - Identifies needs and collaborative opportunities, including common staging areas and common disposal/receiving sites;
 - Defines factors affecting short- and long-term sediment volumes and quality;
 - Identifies strategies and costs associated with sediment management options, including best management practices and green infrastructure;
 - Identifies short- and long-term alternatives with costs and implementing recommendations;
 - Identifies strengths and limitations of collaborative opportunities; and
 - Identifies regulatory roles, subsequent environmental review, and permit obligations.

PROJECT 4: Tijuana River Valley Recovery Team Mission Support

Background: The Recovery Strategy acknowledges that implementation of priority projects should be carried out in an integrated and collaborative approach that may include bi-national cooperation, interagency coordination, and/or cost-sharing components. To support this approach and maintain momentum on priority projects, the TRVRT relies on administrative services, facilitation, translation, website enhancements, and mapping. Due to the many existing commitments of TRVRT members, time available often falls short of what

is required to accomplish TRVRT goals. It would be highly beneficial to hire a contractor that could dedicate the time required to maintain momentum on priority projects.

An ideal first effort for a contractor hired to provide mission support would be to develop and implement an interagency agreement for the acquisition of Tijuana River Valley property from willing sellers. Acquisition of private property from willing sellers, included in the Recovery Strategy's Priority Action Area of "Protect and Enhance Natural Resources," would benefit greatly from TRVRT mission support in the form of administrative services, facilitation, translation (if needed), website enhancements, and mapping; Tasks 3-6 of this project pertain specifically to this. A coordinated effort by federal, state, and local governments to purchase private property in the Tijuana River Valley from willing sellers has already resulted in the purchase of over 1,700 acres since the 1980s. This effort is complemented by ongoing efforts in Mexico to secure conservation easements in open space areas. The expected results of property acquisition are reduced risks to public health and safety from flooding and erosion and improved natural habitat connectivity.

A recent missed opportunity was the former Yamamoto Property on Dairy Mart Road, which was advertised for sale. The Recovery Team had a great deal of interest in the acquisition and restoration of the property but none of the agencies involved had sufficient funds to purchase it outright. The Trust for Public Land was interested in partnering with the U.S. Navy, County of San Diego, City of San Diego, and California State Parks to acquire the option on the property if not the outright purchase of the property. These are issues that merit discussion by local elected officials and agency heads as an example of how the TRVRT can achieve its highest goals and priorities through collective rather than individual efforts. Agency commitment and the process for acquisition should ultimately be formalized in a property acquisition agreement.

Project Lead: County of San Diego preferred

Desired Five-Year Outcome: Effective partnerships with government agencies to facilitate implementation of the Five-Year Action Plan, including implementation of an interagency agreement for the acquisition of Tijuana River Valley property from willing sellers

Task 1: Secure Funding

- 1.1 On December 31, 2014, the San Diego Water Board submitted a request to the State Water Resources Control Board to provide CAA grant funds for conditions in the Tijuana River Valley as there are no viable responsible parties available to undertake the work. The CAA project that this request would fund is called "Phase I of the Tijuana River Valley Recovery Team Five-Year Action Plan Implementation." The proposed CAA project consists of five components, A-E. Component D addresses TRVRT mission support services. As of the date of the CAA request, December 31, 2014, since no other funds were available to cover these needs, \$300,000 was

requested to cover the costs of administration, facilitation, and translation needs for a period of two years. Agency point of contact: Melissa Valdovinos.

- 1.2 Funding from an alternative source will be requested if the abovementioned request is not approved, not approved fully, or not approved in a timely manner.

Task 2: Identify Specific Mission Support Needs

- 2.1 Once funding is secured under Task 1, the TRVRT will identify specific administrative, facilitation, and/or translation needs at that time and for a period of two years. These tasks will directly tie into building effective partnerships with government agencies to facilitate implementation of the Five-Year Action Plan. These needs will be in addition to the already identified need to implement an interagency agreement for the acquisition of Tijuana River Valley property from willing sellers.

Task 3: Information Gathering and Outreach for Property Acquisition

- 3.1 Discussion will be coordinated with San Diego River Conservancy and other relevant organizations to gather insight on land acquisition processes.
- 3.2 Once funds are secured under Task 1, a current Geographical Information System (GIS)-based map will be developed; indicating parcels, ownership, and associated information. This is the baseline and is needed for clear communication and discussion between agencies and with interested parties.
- 3.3 Outreach to private land owners will be coordinated to assess interest and willingness to participate in a property purchase program.

Task 4: Establish Prioritization Process for Property Acquisition

- 4.1 Individual parcels will be prioritized based on feasibility, relative importance, and connectivity to existing publically-owned parcels. This will be the basis to determine priority parcel funding needs and potential funding sources. This may be based on the Conservation Area Plan (CAP) process, which takes into consideration habitat type, connectivity, and other parameters. The targeted ecological habitat outcome of each parcel should be identified with the goal of maintaining that outcome with minimal anthropogenic maintenance in the face of changing climate, storminess, and other ecological factors.

Task 5: Identify Funding for Property Acquisition

- 5.1 A process will be established to identify, on an ongoing basis, grants and other funding sources that may finance property purchase and management.

Task 6: Develop Agreement for Property Acquisition

- 6.1 A formal agreement will be developed to describe the property acquisition process and identify who will purchase, manage, and provide long-term operation and maintenance funding for individual parcels

PROJECT 5: Targeted sediment and trash removal projects

Background: Several agencies and NGOs perform trash and sediment removal projects in the Tijuana River Valley. For example, Tijuana River Action Month (TRAM) is a series of education and stewardship events that have been held in September and October since 2010 to benefit the Tijuana River Watershed. The following summarizes TRAM events/successes:

- 2010: 2,812 volunteers, 56 tons of trash and 3,000 waste tires removed
- 2011: 2,647 volunteers, 31 tons of trash and 350 waste tires removed, 1,230 native plants installed, South Bay water quality workshop, presentation on Tijuana water infrastructure and its impacts on the Tijuana River Estuary, binational tours, bird and nature walks, TRAM volunteer appreciation celebration
- 2012: 2,908 volunteers, 31 tons of trash and 687 waste tires removed, 100 native plants installed, bilingual nature walk, TRAM volunteer appreciation celebration
- 2013: 2,723 volunteers, 51 tons of trash and 185 waste tires removed, 120 native plants installed, 11 acres of habitat improved, 170 participants in watershed and native plant talks, 2,800 eco-bricks created from reused solid waste from the watershed, photo exhibit at the binational garden, TRAM volunteer appreciation celebration
- 2014: 2,181 volunteers, 38 tons of trash and 106 waste tires removed, 190 native plants installed, 8.3 acres of habitat improved, 25 eco-bricks created from reused solid waste from the watershed, photo exhibit at the friendship garden, bi-national planting ceremony with U.S. and Mexican elected officials at the border friendship garden, butterfly release, TRAM volunteer appreciation celebration

It is important for the TRVRT to continue supporting and, when possible, expand these clean-up efforts concurrent with efforts to reduce sources in Mexico.

Project Lead: City of San Diego preferred
WILDCOAST, alternate

Desired Five-Year Outcome: Downstream trash clean-ups performed on a regular basis to produce measurable increase in trash removal efficiency due to enhanced approaches

Task 1: Secure Funding

- 1.1 On December 31, 2014, the San Diego Water Board submitted a request to the State Water Resources Control Board to provide CAA grant funds for conditions in the Tijuana River Valley as there are no viable responsible parties available to undertake the work. The CAA project that this request would fund is called “Phase I of the Tijuana River Valley Recovery Team Five-Year Action Plan Implementation.” The proposed CAA project consists of five components, A-E. Component E addresses targeted trash removal projects. As of the date of the CAA request, December 31, 2014, since no other funds were available to cover these efforts, \$150,000 was requested to cover the costs for a period of two years. Agency point of contact: Melissa Valdovinos.
- 1.2 Funding from an alternative source will be requested if the abovementioned request is not approved, not approved fully, or not approved in a timely manner.

Task 2: Support TRAM Clean-up Activities

- 2.1 Once funding is secured under Task 1, support will be provided to TRAM clean-up activities, including allowing small vehicles or draft horses to be used in sensitive, forested areas to remove larger, heavier debris.

3.0 TIER 2 PROJECTS

Tier 2 task descriptions are currently less defined than the higher priority Tier 1 projects. Funding to carry these projects to completion may be requested from sources such as the Integrated Regional Water Management (IRWM) program, California Fish and Wildlife, and CAA funds. Several of these projects cannot be controlled exclusively by agencies within the U.S. In these cases, the TRVRT will work through the appropriate lead agency, IBWC, to partner with Mexico.

PROJECT 6: Binational Tijuana River, Estuary, Offshore, and Watershed Monitoring and Assessment Project

Background: During the meetings between IBWC, CILA, and the TRVRT, the subject of monitoring being performed on both side of the border was brought up as a potential area for partnership. The San Diego Water Board has suggested developing a binational monitoring and assessment project for be implemented in part through the National Pollutant Discharge Elimination System (NPDES) Permit Monitoring and Reporting Programs associated with the South Bay Ocean Outfall by the City of San Diego and IBWC. We will enlist the support of the Southern California Coastal Water Research Project (SCCWRP) to develop the monitoring and assessment plan. The project would include

watershed, river, and estuary monitoring as well as offshore monitoring from south of Punta Bandera to Point Loma using the question-driven format of the Monitoring Framework adopted by the San Diego Water Board in December 2012. We may design and implement the project in partnership with the aforementioned agencies, WiLCOAST, San Diego Coastkeeper, SCCWRP, Comisión Estatal de Servicios Públicos de Tijuana (CESPT), and Secretaría del Medio Ambiente y Recursos Naturales (SEMARNAT) in coordination with SCCWRP's Bight Monitoring Project in 2016. Since this is a binational project, IBWC is the appropriate lead agency.

Project Lead: IBWC by default (binational project)

Desired Five-Year Outcome: Binational monitoring and assessment program that includes watershed, river, and estuary, and offshore (south of Punta Bandera to Point Loma) monitoring

Tasks include:

- Develop outline for a binational monitoring and assessment plan. (completed)
- Develop statement explaining how NPDES permit compliance could be expanded. (completed)
- Develop a draft IBWC minute project for binational program to implement monitoring plan, support enforcement of existing requirements (e.g., spill reporting/investigations), and improve data sharing (e.g., posting of CESPT upstream river sampling results).
- Review protocol Mexican non-governmental organization (NGOs) are developing with the City of Tijuana. Organization point of contact: John Holder, WiLDCOAST.
- Identify current water quality monitoring and assessment activities in watershed (and related offshore activities); the purpose is to see how these could be better coordinated and/or augmented. Organization point of contact: Jeff Crooks, Tijuana River National Estuarine Research Reserve (TRNERR).
- TRVRT member to attend an upcoming Clean Beaches meeting in Tijuana (generally once a month); the purpose is to expand network. Organization point of contact: Margarita Diaz, Proyecto Fronterizo de Educación Ambiental (PFEA).
- Finalize IBWC minute project for binational program.

PROJECT 7: Partnering with Mexico on Source Reduction of Sediment and Trash

Background: The City of Tijuana, SEMARNAT, and La Comisión Nacional del Agua (CONAGUA) have constructed sediment basins and performed accelerated trash and sediment removal in its storm drain system. They have also implemented trash pick-up and education campaigns in Los Laureles Canyon, and demonstrated the recycling potential of tires and plastic bottles as well as certain low-impact development techniques in Tijuana. A

new sediment basin constructed in Los Laureles Canyon with a capacity of 20,000 cubic yards will significantly reduce the sediment and trash deposited in the Goat Canyon basins from the smaller storm events, but its overall efficacy will be determined by the maintenance and operations performed by Tijuana. The TRVRT will work through IBWC to partner with Mexico on source reduction of sediment and trash.

Project Lead: IBWC by default (binational project)

Desired Five-Year Outcome: Measurable decreases in cross-border sediment and trash deposition due to IBWC minute projects

General Task:

- Develop specific trash and sediment control maintenance and improvement projects as IBWC minute projects.

PROJECT 8: Channel improvement and trash interception in Stewart's (Puerta Blanca) Drain

Background: The City of Tijuana has identified flooding and trash issues in Puerta Blanca (Stewart's Drain). Stewart's Drain is a source of trash to the main river channel and a structure and source control project there may alleviate that source of trash. The flooding, however, may be a larger engineering issue associated with the highway and maximum size of the culverts and deserves binational study. Since this is a binational project, IBWC is the appropriate lead agency.

Project Lead: IBWC by default (binational project)

Desired Five-Year Outcome: Measurable decreases in cross-border trash deposition due to upstream interception

General Task:

- Develop a channel improvement and trash interception project as an IBWC minute project.

PROJECT 9: Climate Change and Adaptation Plan for the Estuary and River Valley

Background: The Climate Understanding and Resilience in the River Valley (CURRV) project was funded by the National Oceanic and Atmospheric Administration (NOAA) and is being carried out by TRNERR with substantial stakeholder involvement. It is considering how habitat and infrastructure in the Tijuana River Valley and Estuary may be adapted to

adjust to rising tides and storm surges and changing river hydrology as a result of drier conditions and more intense, though less frequent, storm events.

Project Lead: TRNERR

Desired Five-Year Outcome: Provide recommendations to coastal decision-makers on how to consider climate change in managing natural resources and built infrastructure

Tasks include:

- Conduct workshops to 1) generate input from stakeholders on a climate adaptation strategy for the Tijuana River Valley and 2) promote an understanding of climate change, resilience, and adaptation amongst regional decision-makers. Organization point of contact: Jeff Crooks, TRNERR.
- Provide recommendations to coastal decision-makers on how to consider climate change in managing natural resources and built infrastructure. Organization point of contact: Jeff Crooks, TRNERR.

PROJECT 10: Tijuana River Watershed Education/Outreach Program

Background: At the June 5, 2014 binational summit, the following was acknowledged:

- Education of schoolchildren will transform the perception of waste and lead to healthy growth;
- TRNERR educational programs could be extended from the U.S. into Mexico, with the focus being on trash as it travels from the watershed into the estuary and ocean;
- Monitoring programs should plug in to education (citizen stewardship); and
- Existing watershed protection information that can be exported to Mexico should be evaluated.

Project Lead: County of San Diego

Desired Five-Year Outcome: Well-coordinated binational education network that allows for convenient sharing of information and other resources

Tasks include:

- Prepare write-up for San Diego State University faculty, describing volunteer TRVRT student position(s) in exchange for Spring 2015 academic credit. Agency point of contact: Melissa Valdovinos, San Diego Water Board.
- Coordinate watershed protection materials information exchange event in Tijuana. Agency point of contact: Gladys Gonzalez, County of San Diego.
- Prepare binational elected officials training. Agency point of contact: Melissa Valdovinos, San Diego Water Board.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER AH
MEETING DATE: MARCH 18, 2015
ORIGINATING DEPT.: PUBLIC SAFETY SC
SUBJECT: DISCUSSION REGARDING THE DISPOSITION OF THE 1993 WESTATES FIRE ENGINE

EXECUTIVE SUMMARY:

The Imperial Beach Fire-Rescue Department is looking for direction from City Council as to their preferred disposition of the 1993 Westates pumper E-339.

There is no fiscal impact directly associated with this report. Public Safety will return with a staff report and resolution reflecting the direction received as a result of this report for action by the City Council. That action could result in no fiscal impact if direction is to donate the engine or potential revenue to the City of between \$2,000 and \$10,000 if the engines were to be sold.

RECOMMENDATION:

That City Council reviews the report and provides direction to Public Safety as to the preferred disposition of the 1993 Westates fire engine now that the 2014 Pierce engine is in service.

RATIONALE:

The new fire engine (E39) is now in service, and the crews are trained in its operation. The 2004 Pierce Engine (E239) is currently at the authorized repair facility for maintenance and repairs needed to place it into service as the secondary engine. It should be back in service by mid to late March, at which time the 1993 Westates Engine (E339) can be decommissioned and will need to be removed from the City fleet.

OPTIONS:

- Donate E339 to a Fire Science Training Program in the region
- Donate E339 to a City in need in Mexico
- Dispose of E339 by sale or auction

BACKGROUND:

Imperial Beach Fire-Rescue Department Engine 339 is a 1993 Westates Pumper with over 100,000 service miles. The engine has been service as a secondary unit up to the present. Now that the two newer engines are in full service, final disposition of E339 can be completed.

ANALYSIS:

The department is presenting three options for City Council to consider and advise as to how the 1993 Westates fire Engine should be removed from the City Fleet.

1. Donate the engine to a Fire Science Training Program.
There are high school and Junior College training programs that may be interested in receiving E339 for the purpose of providing hands-on training to students. The last fire engine the city removed from the fleet was donated to Miramar College in 2005. The college actually lent the engine back to the City during the 2007 Wildfires so that both of the active City engines could respond in strike teams.
2. Donate E339 to a city in Mexico in need of an engine.
There are from time to time, cities in Mexico that have a need for a fire engine but lack the funds to procure one. Imperial Beach could research this option and arrange to donate E339 if a city was identified.
3. Dispose of E339 by sale or auction.
The department could either sell or auction off E339. It is estimated that the sale or auction of the engine could generate between \$2,000 and \$10,000 in revenue to the City.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no fiscal impact directly associated with this report. Public Safety will return with a staff report and resolution reflecting the direction received as a result of this report for action by the City Council. That action could result in no fiscal impact if direction is to donate the engine or potential revenue to the City of between \$2,000 and \$10,000 if the engines were to be sold.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: MARCH 18, 2015
ORIGINATING DEPT.: CITY ADMINISTRATION
SUBJECT: APPOINTMENT PROCEDURE FOR MEMBERS OF
COMMUNITY BOARDS, COMMITTEES AND COMMISSIONS

EXECUTIVE SUMMARY:

At the March 4, 2015 City Council meeting, the City Council directed staff to continue the discussion about the appointment procedure for members of community boards, committees and commissions to the March 18, 2015 meeting for further discussion. Staff has reviewed the comments provided by the City Council and prepared a series of options for consideration by the City Council.

Recommendation: Implement an interview procedure that includes an open interview with candidates for community boards, committees and commissions, with a process to reduce the number of candidates when a large number of candidates apply, and inclusion of a written supplement to obtain information that should not be part of a public interview.

Rationale: The proposed interview process will allow members of the City Council to be more involved in the selection process and ask questions of potential candidates, prior to the Mayor presenting a candidate for approval by the City Council. The process is also consistent with the effort to be more open and transparent in conducting City business.

Options:

- Implement the recommendation of staff
- Propose an alternative method of selecting candidates
- Maintain the current method of selecting candidates

BACKGROUND:

Following the discussion held by the City Council at the March 4, 2015 regular meeting, staff has prepared a selection process intended to include and address the concerns raised by the members of the City Council. Some of the concerns and suggestions included:

- Provide an opportunity for members of the City Council to ask questions of the candidates before accepting the recommendation of the Mayor.
- Protecting information that is not appropriate in a public setting such as personal information, addresses, financial or other potential conflicts, personal relationships, etc.
- A method to reduce the number of candidates that will be interviewed in public to double the number of positions under consideration.

ANALYSIS:

Staff has reviewed the comments given by the City Council at the March 4, 2015 regular meeting and would propose the following procedure for vetting candidates for community boards, committees and commissions:

1. When an opening occurs on a board, committee or commission through the expiration of an appointment term or other vacancy, the City Clerk will notify the City Council thirty (30) days before the vacancy, if known. The Mayor will authorize the City Clerk to seek candidates to fill the opening through an advertisement in a local newspaper(s), posting on the City website, and through other appropriate means of communication. After no less than two (2) weeks, the City Clerk will gather the applications and present the applications to the Mayor.
2. If there is more than double the amount of applications than open positions, the Mayor will form a subcommittee to review the applications and interview the potential candidates. The subcommittee will present the applications of all applicants to the City Council together with a recommendation of candidates to advance in the process not to exceed more than double the amount of open positions. In other words, if there are two (2) openings and eight (8) candidates, the subcommittee will recommend up to four (4) candidates to advance in the process.
3. If there is double, or less, the number of candidates than the number of openings, a subcommittee will not be formed and all candidates will advance in the process.
4. The candidates selected to advance in the process will be interviewed by the City Council in a special meeting of the City Council. Each candidate will be asked the same questions in the public meeting and each member of the City Council will be provided with a scoring matrix for each interviewed candidate.
5. All candidates interviewed in the special meeting will be asked to complete a written supplement that includes all personal information, addresses, financial or other potential conflicts, personal relationships, etc. These items will not be addressed in the special meeting.
6. Following the interviews, the scoring matrices will be given to the Mayor for consideration. At a subsequent regular meeting of the City Council, the Mayor will present candidates for each opening to obtain the advice and consent of the City Council.
7. Upon confirmation, the City Clerk will notify the successful candidate(s), administer the oath of office, and provide the necessary materials to perform the duties of the appointment.

To the extent possible, staff has attempted to include the concerns and suggestions discussed at the March 4, 2015 meeting of the City Council. It is not necessary to adopt a resolution for this matter because the basis of the process is still intact; the Mayor will present a name to the City Council for their advice and consent.

ENVIRONMENTAL DETERMINATION:

This report is not a project as defined by CEQA.

FISCAL IMPACT:

There are no anticipated fiscal impacts associated with this action.