

# LAST MINUTE AGENDA INFORMATION 2

## 06/19/13 Regular Meeting

*(Agenda Related Writings/Documents provided to a majority of the City Council after distribution of the Agenda Packet for the June 19, 2013 Regular meeting.)*

ITEM NO.      DESCRIPTION

<b>2.3</b>	RESOLUTION 2013-7347 AUTHORIZING A THREE MONTH EXTENSION TO THE CALIFORNIA STATE DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTRACT FOR INMATE COMMUNITY WORK CREW SERVICES. (0920-20) a. Revised Staff Report and Resolution
<b>2.10</b>	RESOLUTION NO. 2013-7351 APPROVING AND AUTHORIZING THE CITY MANAGER TO RENEW THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BOYS AND GIRLS CLUB OF IMPERIAL BEACH AND THE CITY OF IMPERIAL BEACH FOR MANAGEMENT OF THE YOUTH SOCCER FIELD. (0130-08 & 0920-70) a. Youth Soccer Field MOU



AGENDA ITEM NO. 2.3

**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GARY BROWN, CITY MANAGER *MB*  
**MEETING DATE:** JUNE 19, 2013  
**ORIGINATING DEPT.:** PUBLIC WORKS *HAL*  
**SUBJECT:** RESOLUTION 2013-7347 AUTHORIZING A THREE MONTH EXTENSION TO THE CALIFORNIA STATE DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTRACT FOR INMATE COMMUNITY WORK CREW SERVICES - REVISION

2013 JUN 19 PM 1:33  
CITY MANAGER &  
CITY CLERK OFFICES

**BACKGROUND:**

California State Department of Correction and Rehabilitation Agreement Number 5600001362, was approved on September 29, 2010, for Inmate Community Work Crew Services for three fiscal years - through June 30, 2013 at a three year cost of \$160,000. Both the California State Department of Corrections and Rehabilitation and City staff desire to continue the service beyond the June 30, 2013 expiration. However due to internal State of California restructuring, the State intends to have these long term contacts commence on October 1, 2013. Thus the State has asked that the City prepare a resolution committing to an agreement extension to carry the current agreement through September 30, 2013.

The State sent the City a contract amendment to extend the contract through September 30, 2013 however the amendment did not provide the additional cost for the three month extension. Staff has requested the State modify the Amendment to reflect the additional cost for the three month extension. The State has reported that they want the amendment to show an authorization of \$16,000 for this three months additional work although the hourly rate for this additional service remains unchanged. Staff has not yet been provided the final amendment text, just a verbal understanding of the conditions.

**DISCUSSION:**

The City has appropriated funds to continue the contract for the next two fiscal years – July 2013 through June 2015. Thus the City has funds appropriated to continue the contract for the months of July – September 2013. The monthly cost of \$4416 from the current contract would continue through September 2013, the 3-month contract extension would cost the City \$13,248.

This staff report is prepared to recommend adoption of Resolution No. 2013-7347 to authorize the City Manager to sign the revised Amendment once received at a cost not to exceed \$16,000.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The Two-Year Fiscal Year 2014 and 2015 budget appropriated \$55,000 per year for the Inmate

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Community Work Crew Services or \$4583 per month. Assuming the number of hours per month remains the same as for the previous three years, there is sufficient allocated budget to cover the three-month extension.

**DEPARTMENT RECOMMENDATION:**

1. Receive this report.
2. Authorize the City Manager to execute the California State Department of Correction and Rehabilitation Agreement Number 5600001362 Amendment.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7347

RESOLUTION NO. 2013-7347

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING A THREE MONTH EXTENSION TO THE CALIFORNIA STATE DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTRACT FOR INMATE COMMUNITY WORK CREW SERVICES - REVISED**

**WHEREAS**, California State Department of Correction and Rehabilitation Agreement Number 5600001362, was approved on September 29, 2010, for Inmate Community Work Crew Services for three fiscal years - through June 30, 2013 at a three year cost of \$160,000; and

**WHEREAS**, both the California State Department of Corrections and Rehabilitation and City staff desire to continue the service beyond the June 30, 2013 expiration; and

**WHEREAS**, the State intends to have future long term contacts commence on October 1, 2013; and

**WHEREAS**, the State has asked that the City prepare a resolution committing to an agreement extension to carry the current agreement through September 30, 2013; and

**WHEREAS**, the City has appropriated funds to continue the contract for the next two fiscal years – July 2013 through June 2015; and

**WHEREAS**, the City has funds appropriated to continue the contract for the months of July – September 2013; and

**WHEREAS**, that the monthly cost of \$4416 from the current contract would continue through September 2013 and the 3-month contract extension would cost the City \$13,248; and

**WHEREAS**, staff recommends the City Manager be authorized to sign the revised Amendment at a cost not to exceed \$16,000.

**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 Manager is authorized to execute a 3-month extension – July 1, 2013 to September 30, 2013 - with the California State Department of Corrections and Rehabilitation Department for Inmate Community Work Crew Services.
3. The City Manager is authorized to approve a purchase order for the California State Department of Corrections and Rehabilitation Department for Inmate Community Work Crew Services at a cost not to exceed \$16,000.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 19th day of June 2013, by the following vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>

\_\_\_\_\_  
JAMES C. JANNEY, MAYOR

ATTEST:

\_\_\_\_\_  
JACQUELINE M. HALD, MMC  
CITY CLERK

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BOYS & GIRLS CLUB OF IMPERIAL BEACH  
AND  
THE CITY OF IMPERIAL BEACH**

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CITY MANAGER &  
CITY CLERK OFFICES

The intent of this Memorandum of Understanding is to stand as evidence that the parties above intend to provide for management of scheduling use of the Youth Soccer Field (hereinafter referred to as "Field") located within Veteran's Park by the public, organizations and groups for the convenience, and enjoyment thereof.

- a. The City will provide long term maintenance and routine maintenance, not including trash removal.
- b. The City will provide rental and other appropriate use signage at Field.
- c. The City will refer all inquiries concerning scheduling the use of the Field to the Boys & Girls Club of Imperial Beach.

The Boys & Girls Club of Imperial Beach (hereinafter referred to as "Club") agrees to participate by offering the following services:

1. The Club shall schedule all Field use, including coordination of all sports leagues, recreational activities, athletic practices, and athletic contests on a first come / first serve basis and in accordance with all federal, state and local laws and regulations. All uses will comply with the Imperial Beach Municipal Code.
2. The Club shall have use of the Field at no charge for sports leagues, recreational activities, athletic practices, and athletic contests offered or provided by the Club through its "After School Program" in which participants pay no fee. Sports league activities offered or provided by the Club shall be as listed in Exhibit "A" attached hereto.
3. Sports leagues will not be limited to soccer. All printed materials must bear the City's logo.
4. The Club shall collect all fees for use of the Field upon scheduling its use. The Club shall retain 50% of the user fees as compensation for the Club's services under this Memorandum of Understanding and submit the balance to the City within 30 days of collection of any and all fees collected pursuant to this Memorandum of Understanding. The fees to be charged to renters and collected by the Club will be set by the City Council of Imperial Beach via a resolution. The City will provide the fee resolution and any adjustments to the fee to the Club. A renter is a group, team or organization and residency will be determined by the home address of the person signing for the renter.
5. The Club shall be responsible for routine clean up on the Field including trash and garbage removal.
6. The Club shall submit to the City payment and supporting documentation in compliance with industry standards and requirements for financial reporting on a monthly basis.
7. Each renter, including the Club, is required to provide a Certificate of Liability and relevant endorsements naming the City and the Club as additional insureds with a minimum liability limit of \$1,000,000.

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8. Each renter, including the Club, shall hold harmless, defend, and indemnify CITY and the Club, their respective officials, officers, employees, and agents from any and all losses, demands, damages (including costs and attorney's fees), or causes of action related to any injury to property or person or any other claim which is alleged to have arisen from the use of the Field.
9. All violations of the law, abuse or damage of the Field, or injuries to the public shall be reported immediately to the City Manager or designated representative.

This memorandum will become effective July 1, 2013 and will stay in effect until June 30, 2018 with the understanding that this memorandum can be extended for two additional 5 year periods if the President / CEO and City Manager wish to do so. Either party, for any reason, may terminate this memorandum by giving a 90-day written notice to the other party.

**Boys & Girls Club of Imperial Beach**

KBC

Ken Blinsman, President / CEO

6/17/2013

Date

**City of Imperial Beach**

\_\_\_\_\_  
Gary Brown, City Manager

\_\_\_\_\_  
Date

Memorandum of Understanding  
Boys & Girls Club / City of Imperial Beach  
Exhibit A

March – June	Soccer Program
October – December	Flag Football