



A G E N D A



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

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

JUNE 19, 2013

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

CLOSED SESSION MEETING – 5:00 P.M.

REGULAR MEETING – 6:00 P.M.

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

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

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6:

Agency Representative: City Manager

Employee Organizations: Imperial Beach Firefighters' Association (IBFA)

Service Employees International Union (SEIU), Local 221

Unrepresented Employees

Management

2. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957

Title: City Manager

3. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Representative: Mayor

Unrepresented Employee: City Manager

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

(1 case)

5. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Initiation of Litigation pursuant to Government Code section 54956.9(d)(4)

No. of Potential Cases: 1

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

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.

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* IMPERIAL BEACH JUNIOR LIFEGUARD PROGRAM – 18 YEARS OF OCEAN SAFETY EXCELLENCE. (0220-40)

1.2* PRESENTATION ON SIDEWALK CPR, AED AND AUTO PULSE. (0250-65)

1.3* EMPLOYEE RECOGNITION BY MAYOR JANNEY. (0500-45)

* No Staff Report

CONSENT CALENDAR (2.1-2.11) - All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.

2.1 MINUTES.

City Manager's Recommendation: Approve the minutes of the Regular City Council Meeting of May 15, 2013.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 82554 through 82655 for a subtotal amount of \$664,350.90 and Payroll Checks/Direct Deposit 45275 through 45302 for a subtotal of \$134,476.89 for a total amount of \$798,827.79.

2.3 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)

City Manager's Recommendation:

1. Receive report and
2. Adopt resolution.

2.4 RESOLUTION NO. 2013-7343 AUTHORIZATION TO RENEW THE PARTNERSHIPS WITH INDUSTRY GROUP SERVICES AGREEMENT. (0920-20)

City Manager's Recommendation:

1. Receive report and
2. Adopt resolution.

2.5 RESOLUTION NO. 2013-7345 ADJUSTING THE FY 2012-13 BUDGET TO ACCOUNT FOR THE WASTEWATER (SEWER) FUND PORTION OF THE CALPERS SIDE FUND MISC. PLAN. (0330-30)

City Manager's Recommendation: Adopt resolution.

2.6 RESOLUTION NO. 2013-7344 APPROVING POSITION DESCRIPTION OF SENIOR PLANNER AND TO AMEND THE FY 2011-13 CITY'S SALARY & COMPENSATION PLAN. (0510-20 & 0520-75)

City Manager's Recommendation: Adopt resolution.

Continued on Next Page

CONSENT CALENDAR (Continued)

- 2.7 **RESOLUTION NO. 2013-7352 APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIFTH AMENDMENT TO AN AGREEMENT FOR ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS BETWEEN SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) AND THE CITY OF IMPERIAL BEACH. (0680-70 & 680-85)**
City Manager's Recommendation: Adopt resolution.
- 2.8 **RESOLUTION NO. 2013-7349 AUTHORIZING THE CITY OF IMPERIAL BEACH TO RECEIVE CLEANUP AND ABATEMENT ACCOUNT GRANT FUNDS FOR A PROJECT IN THE TIJUANA RIVER WATERSHED FOR THE DETECTION, MAPPING, AND COMMUNICATION OF SOLID WASTE POLLUTION SOURCES. (0770-87)**
City Manager's Recommendation: Adopt resolution.
- 2.9 **RESOLUTION NO. 2013-7350 ALLOWING CONTINUATION OF THE TEMPORARY CUSTODIAL SERVICES CONTRACT WITH JANI-KING OF CALIFORNIA, INC. ON A MONTH-TO-MONTH BASIS. (0900-20)**
City Manager's Recommendation: Adopt resolution.
- 2.10 **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)**
City Manager's Recommendation: Adopt resolution.
- 2.11 **RESOLUTION NO. 2013-7346 APPROVING THE COMMITMENT OF SAFE EXCESS RESERVE FUNDS TO THE GENERAL FUND STRATEGIC CAPITAL IMPROVEMENT RESERVE DEDICATED TO THE FUTURE REPLACEMENT OF THE PUBLIC SAFETY REGIONAL COMMUNICATION SYSTEM. (0330-30 & 0800-30)**
City Manager's Recommendation: Adopt resolution.

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

None.

ORDINANCES – SECOND READING/ADOPTION (4)

None.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1-6.4)

- 6.1 **RESOLUTION NO. 2013-7342 OCEAN PROTECTION COUNCIL SEA LEVEL RISE GRANT. MF 1025. (0620-77)**
City Manager's Recommendation:
 1. Receive report and entertain testimony;
 2. Consider adoption of resolution with inclusion of the two language options regarding the commitment to submit an LCP Amendment to the Coastal Commission as detailed in the staff report.
- 6.2 **RESOLUTION NO. 2013-7348 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE A REPLACEMENT PIERCE RESCUE-PUMPER FIRE ENGINE. (1120-05)**
City Manager's Recommendation: Adopt resolution.

Continued on Next Page

REPORTS (Continued)

6.3 DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – SEPTEMBER 18-20, 2013. (0140-10)

City Manager's Recommendation:

1. City Council designate a voting delegate and up to two voting alternates for the 2013 League Annual Conference and
2. Direct the City Clerk to complete and submit a Voting Delegate/Alternate Form to the League's office by Friday, August 23, 2013.

6.4 APPOINTMENTS TO THE TIDELANDS ADVISORY COMMITTEE. (0120-90)

City Manager's Recommendation: Mayor to recommend appointment of members to the Tidelands Advisory Committee for terms of office in accordance with I.B.M.C. 2.24.080 as follows:

- a. Two (2) terms of office shall expire on December 31st of each presidential election year (December 31, 2016) and
- b. Three (3) terms of office shall expire on December 31st of each even year, excluding the presidential year (December 31, 2014)

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (7)

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURNMENT

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

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

/s/
Jacqueline M. Hald, MMC
City Clerk

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

MAY 15, 2013

Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

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

CLOSED SESSION MEETING CALL TO ORDER

MAYOR PRO TEM BRAGG called the Closed Session Meeting to order at 5:07 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present: Patton, Bilbray, Spriggs (arrived at 5:19 p.m.)
Councilmembers absent: None
Mayor absent: Janney
Mayor Pro Tem present: Bragg
Staff present: City Manager Brown; City Attorney Lyon; City Clerk Hald

CLOSED SESSION

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

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6:

Agency Negotiator: City Manager
Employee Organizations: Imperial Beach Firefighters' Association (IBFA)
Service Employees International Union (SEIU), Local 221
Unrepresented Employees
Management

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: City Attorney

MOTION CARRIED BY THE FOLLOWING VOTE:

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

MAYOR PRO TEM BRAGG adjourned the meeting to Closed Session at 5:08 p.m. and she reconvened the meeting to Open Session at 6:01 p.m.

Reporting out of Closed Session, CITY ATTORNEY LYON announced City Council discussed Item No. 1, City Council gave direction and no reportable action was taken. Item No. 2 was continued until after the Regular session.

REGULAR MEETING CALL TO ORDER

MAYOR PRO TEM BRAGG called the Regular Meeting to order at 6:03 p.m.

ROLL CALL BY CITY CLERK

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

PLEDGE OF ALLEGIANCE

MAYOR PRO TEM BRAGG led everyone in the Pledge of Allegiance.

AGENDA CHANGES

**MOTION BY BILBRAY, SECOND BY PATTON, TO TAKE ITEM NO. 6.1 AFTER THE
CONSENT CALENDAR. MOTION CARRIED BY THE FOLLOWING VOTE:**

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

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

None.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

ZEKE MAZUR showed a picture of a mural that is on a building located on the corner of Palm Ave. and Seacoast Drive. He is offended by the quote from Genesis of the Bible and claimed that the wall is a billboard for Christianity. He questioned if the City has rules on public billboards.

NICK MARINGVICH, Sweetwater Bond Oversight Committee, reported on the activities of the committee.

JESUS GONZALES, representing SEIU Local 221, asked City Council to keep the employees in mind when giving direction regarding negotiations.

DAVID GARCIAS, President of SEIU Local 221, asked City Council to consider a different approach to bargaining with the employees this year. He noted that the employees have not had a cost of living increase since 2008 and that what the employees are asking for is not unreasonable.

PRESENTATIONS (1.1)

**1.1 PRESENTATION BY PATRICE MILKOVICH, DIRECTOR OF THE SOUTHWESTERN
COLLEGE CROWN COVE AQUATIC CENTER. (1020-90)**

PATRICE MILKOVICH, Director of the Southwestern College Crown Cove Aquatic Center, gave a PowerPoint presentation on the services available at the center and she invited everyone to a Community Open House on Sunday, May 19, 2013.

CONSENT CALENDAR (2.1-2.4)

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THROUGH 2.4. MOTION CARRIED BY THE FOLLOWING VOTE:

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

2.1 MINUTES.

Approved the minutes of the Special Workshop Meeting of January 30, 2013, the Regular City Council Meetings of March 20, 2013 and April 17, 2013, and the Special Closed Session Meeting of April 17, 2013.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 82396 through 82456 for a subtotal amount of \$654,288.31 and Payroll Checks/Direct Deposit 45208 through 45226 for a subtotal of \$124,764.78 for a total amount of \$779,053.09.

2.3 RESOLUTION NO. 2013-7329 APPROVING THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITH A SPECIAL ASSESSMENT DISTRICT – AD 67M. (0345-10)

1. Received report and
2. Approved and adopted resolution.

2.4 RESOLUTION NO. 2013-7330 DECLARING INTENT TO PROVIDE AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M) AND SETTING A TIME AND A PLACE FOR THE PUBLIC HEARING THEREON. (0345-10)

1. Received report and
2. Approved and adopted resolution.

REPORTS (6.1)

6.1 PROPOSED BSA EAGLE PROJECT PRESENTATION. (0940-10)

PUBLIC WORKS DIRECTOR LEVIEN introduced the item.

EAGLE SCOUT CANDIDATE ADAM KOSEN from BSA Troop 53, gave a PowerPoint presentation on his project which is to install landscaping in the area at the south east corner of Seacoast Dr. and Imperial Beach Blvd.

CONSENSUS OF CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO SIGN THE EAGLE PROJECT PLAN FOR MR. KOSEN TO CONTINUE THE PROJECT DEVELOPMENT AND CONSTRUCTION AS APPROVED BY CITY COUNCIL AND CITY STAFF.

PUBLIC COMMENT

MONICA MANUEL, representing the Del Mar Fair Grounds, invited the Imperial Beach community to the 2013 San Diego County Fair.

ORDINANCES – INTRODUCTION/FIRST READING/PUBLIC HEARING (3.1)

3.1 ORDINANCE NO. 2013-1139 AUTHORIZING RECOVERY OF ANY FEES INCURRED BY THE CITY IN THE ATTEMPT TO COLLECT OUTSTANDING DEBT; ADOPTION OF RESOLUTION NUMBER 2013-7331 REVISING THE PARKING CITATION FEE SCHEDULE TO ALLOW RECOVERY OF COLLECTION FEES; AND RESOLUTION NUMBER 2013-7332 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INGLEWOOD CITATION MANAGEMENT SERVICES (ICMS) TO: PROVIDE PARKING MANAGEMENT SERVICES; BEGIN COLLECTION OF UNPAID PARKING TICKET FINES; AND ESTABLISH A COST RECOVERY FEE FOR COLLECTION SERVICES. (0390-70)

CITY MANAGER BROWN introduced the item and announced the breakdown of the net impact was submitted as Last Minute Agenda Information.

MAYOR PRO TEM BRAGG declared the public hearing open.

PUBLIC SAFETY DIRECTOR CLARK reported on the item.

CITY CLERK HALD announced no public speaker slips were submitted.

MAYOR PRO TEM BRAGG closed the public hearing.

In response to concerns of City Council, PUBLIC SAFETY DIRECTOR CLARK stated that the contract with the City of Inglewood will allow the City to collect parking fees that would otherwise go uncollected and that the new parking citation system is more efficient compared to the one currently in use.

MAYOR PRO TEM BRAGG stated that City Council had previously asked staff to look into ways for generating revenue and commended staff for bringing this item forward.

PUBLIC SAFETY DIRECTOR CLARK stated that at a recent Community Parking Workshop, many of the attendees opposed the installation of parking meters and encouraged staff to enforce the current parking regulations.

MAYOR PRO TEM BRAGG asked staff to ensure that the community is informed of the new program.

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2013-7331 REVISING THE PARKING CITATION FEE SCHEDULE TO ALLOW RECOVERY OF COLLECTION FEES. MOTION CARRIED BY THE FOLLOWING VOTE:

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

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2013-7332 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INGLEWOOD CITATION MANAGEMENT SERVICES (ICMS) TO: PROVIDE PARKING MANAGEMENT SERVICES; BEGIN COLLECTION OF UNPAID PARKING TICKET FINES; AND ESTABLISH A COST RECOVERY FEE FOR COLLECTION SERVICES. MOTION CARRIED BY THE FOLLOWING VOTE:

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

MAYOR PRO TEM BRAGG called for the first reading of the title Ordinance No. 2013-1139.

CITY CLERK HALD read the title of Ordinance No. 2013-1139 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING SECTION 10.36.190 AND ADDING CHAPTER 1.24 TO THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO PENALTIES FOR THE PARKING, STANDING, AND STOPPING OF VEHICLES."

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO WAIVE FURTHER READING OF ORDINANCE NO. 2013-1139 AND SET THE MATTER FOR ADOPTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING. MOTION CARRIED BY THE FOLLOWING VOTE:

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

CITY ATTORNEY LYON stated for the record that Exhibit A to Resolution No. 2013-7331 is Attachment 5 to the staff report.

ORDINANCES – SECOND READING/ADOPTION (4.1)

4.1 ORDINANCE 2013-1138 ADOPTING REVISED SEWER SERVICE RATES FOR SANITARY SERVICE AND AMENDING SECTIONS OF CHAPTER 13.06 OF THE IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SEWER SERVICE CHARGES. (0830-95)

CITY MANAGER BROWN introduced the item.

MAYOR PRO TEM BRAGG called for the reading of the title Ordinance No. 2013-1138.

CITY CLERK HALD read the title of Ordinance No. 2013-1138 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING REVISED SEWER SERVICE RATES FOR SANITARY SEWER SERVICE AND AMENDING SECTIONS OF CHAPTER 13.06 OF THE IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SEWER SERVICE CHARGES."

MOTION BY PATTON, SECOND BY BILBRAY, TO WAIVE FURTHER READING OF ORDINANCE NO. 2013-1138 AND ADOPT ORDINANCE BY TITLE ONLY. MOTION CARRIED BY THE FOLLOWING VOTE:

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

CITY CLERK HALD announced that no speaker slips were submitted for Item No. 4.1.

PUBLIC HEARINGS (5)

None.

REPORTS (6.2-6.5)

6.2 RESOLUTION 2013-7333 ADOPTING THE PROPOSED BUDGET, AS REVISED, FOR THE FISCAL YEARS 2013-2014 AND 2014-2015; AND APPROVING REVISIONS TO THE FY 2012-2013 BUDGET RELATED TO ESTABLISHING A CALPERS SIDE FUND. (0330-30)

CITY MANAGER BROWN introduced the item.

ADMINISTRATIVE SERVICES DIRECTOR VONACHEN reviewed the PowerPoint presentation that was submitted with the staff report as Attachment 2.

ERIKA LOWERY asked City Council to postpone approval of the budget until the next City Council meeting where there will be a discussion on a major financial matter. She asked City Council not to have the budget dictate the outcome of the next meeting (additional speaking time donated by JEAN VILLARD).

CITY MANAGER BROWN stated that there is a possibility that the adopted budget may be amended based on two factors: the decision about management of the Sports Park and decisions about labor negotiations. He stressed that City Council has enough flexibility to accommodate the outcome of either or both decisions.

COUNCILMEMBER SPRIGGS expressed concern about adopting the budget tonight. He preferred to have the PowerPoint presentation shown to the public and to have had a presentation and discussion on the operating budget, although it was presented at the previous City Council meeting.

CITY MANAGER BROWN offered to go page by page and be as transparent as possible. He noted that staff concentrated on the topics presented to City Council because those were the topics that City Council was most concerned about based on discussions of the budget at the previous City Council meeting. He too, is disappointed that the PowerPoint presentation was not put on display, but noted that copies of the presentation were provided to the members of the public that are in attendance tonight and the presentation was posted online and made available to the public last week when the agenda packets were made available to the City Council.

MAYOR PRO TEM BRAGG stated that she is ready to go through the budget page by page tonight and called a recess at 7:51 p.m. She called the meeting back to order at 8:01 p.m.

ROLL CALL BY CITY CLERK

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

ADMINISTRATIVE SERVICES DIRECTOR VONACHEN reviewed the General Fund forecast. It was noted that the budget will be negative in fiscal years 2016, 2017 and 2018 and that the overall revenues are projected to increase conservatively at 1.2% on average during the forecasted years.

In response to City Council, CITY MANAGER BROWN stated that an aggressive forecast would produce additional revenues in the range of \$500,000 to \$700,000 per year but prefers to keep revenue estimates lower in order to be safe.

COUNCILMEMBER SPRIGGS spoke in support for revenue generation by pursuing visitor serving businesses to compliment the new hotel, marketing and partnering with the business community in getting the vacant lots occupied and for building-out Seacoast Drive to its zoning potential. He also talked about being more proactive and strategic about tourism/ecotourism and the new zoning ordinance.

CITY MANAGER BROWN agreed that the City should try to market Imperial Beach, however, staff has constantly worked on potential development opportunities that the City Council may not be aware of.

COUNCILMEMBER SPRIGGS spoke in support for being entrepreneurial, for pursuing joint ventures, public/private partnerships, creative financing, engage in specific development strategies. Not just work harder but smarter with a strategy and with the tools like financial resources, public relations, marketing sources to increase revenues.

MAYOR PRO TEM BRAGG supported cohesive strategic planning that goes hand in hand with the budget.

ADMINISTRATIVE SERVICES DIRECTOR VONACHEN reviewed the projected expenditures.

COUNCILMEMBER PATTON supported the \$1.7 million in reserves; public relations for the new hotel and Seacoast Drive and foresees good things ahead for the City.

COUNCILMEMBER SPRIGGS expressed appreciation for the opportunity to discuss the operating budget and the forecasts in detail.

MOTION BY SPRIGGS, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2013-7333 ADOPTING THE PROPOSED BUDGET, AS REVISED, FOR THE FISCAL YEARS 2013-2014 AND 2014-2015; AND APPROVING REVISIONS TO THE FY 2012-2013 BUDGET RELATED TO ESTABLISHING A CALPERS SIDE FUND. MOTION CARRIED BY THE FOLLOWING VOTE:

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

6.3 RESOLUTION NO. 2013-7334 REVISING CITY COUNCIL POLICY NO. 420 RELATED TO FUND BALANCE RESERVE. (0300-95 & 0410-95)

CITY MANAGER BROWN reported on the item.

MOTION BY PATTON, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2013-7334 REVISING CITY COUNCIL POLICY NO. 420 RELATED TO FUND BALANCE RESERVE. MOTION CARRIED BY THE FOLLOWING VOTE:

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

6.4 RESOLUTION 2013-7336 CONSIDERATION OF ADOPTING A RESOLUTION ELECTING THE POPULATION AND PRICE ADJUSTMENT FACTORS AND ESTABLISHING THE 2013-2014 APPROPRIATIONS LIMIT OF THE CITY OF IMPERIAL BEACH, PURSUANT TO CALIFORNIA CONSTITUTION ARTICLE XIII B AND SECTION 7900 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE. (0330-30)

CITY MANAGER BROWN introduced the item.

MOTION BY BILBRAY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2013-7336 ADOPTING A RESOLUTION ELECTING THE POPULATION AND PRICE ADJUSTMENT FACTORS AND ESTABLISHING THE 2013-2014 APPROPRIATIONS LIMIT OF THE CITY OF IMPERIAL BEACH, PURSUANT TO CALIFORNIA CONSTITUTION ARTICLE XIII B AND SECTION 7900 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE. MOTION CARRIED BY THE FOLLOWING VOTE:

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

6.5 RESOLUTION NO. 2013-7335 AUTHORIZING SECOND AMENDMENT TO THE AGREEMENT WITH MCDUGAL, LOVE, ECKIS, BOEHMER & FOLEY TO EXTEND THE TERM FOR TWO YEARS FOR LEGAL SERVICES. (0440-30)

CITY ATTORNEY LYON announced that although she does not have a conflict of interest under the law, she preferred to recuse herself from Item No. 6.5 and Item No. 7.1 and left Council Chambers at 8:36 p.m.

CITY MANAGER BROWN reported on the item and recommended approval of both Item Nos. 6.5 and 7.1.

MAYOR PRO TEM BRAGG stated that with the demise of RDA, Imperial Beach stands in better shape than other cities due to the guidance of our law firm.

MOTION BY BILBRAY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2013-7335 AUTHORIZING SECOND AMENDMENT TO THE AGREEMENT WITH MCDUGAL, LOVE, ECKIS, BOEHMER & FOLEY TO EXTEND THE TERM FOR TWO YEARS FOR LEGAL SERVICES. MOTION CARRIED BY THE FOLLOWING VOTE:

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

COUNCILMEMBER SPRIGGS noted that there is no increase to the City Attorney's retainer and hourly rates and they will remain the same going forward for the next two years.

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

7.1 RESOLUTION NO. SA-13-23 AUTHORIZING SECOND AMENDMENT TO THE AGREEMENT WITH MCDUGAL, LOVE, ECKIS, BOEHMER & FOLEY TO EXTEND THE TERM FOR TWO YEARS FOR LEGAL SERVICES. (0418-50 & 0440-30)

MOTION BY BILBRAY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. SA-13-23 AUTHORIZING SECOND AMENDMENT TO THE AGREEMENT WITH MCDUGAL, LOVE, ECKIS, BOEHMER & FOLEY TO EXTEND THE TERM FOR TWO YEARS FOR LEGAL SERVICES. MOTION CARRIED BY THE FOLLOWING VOTE:

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

CONSENSUS OF CITY COUNCIL TO MOVE CLOSED SESSION ITEM NO. 2 TO THE NEXT CITY COUNCIL MEETING.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURNMENT

MAYOR PRO TEM BRAGG adjourned the meeting at 8:39 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
 FROM: GARY BROWN, CITY MANAGER *GB*
 MEETING DATE: June 19, 2013
 ORIGINATING DEPT.: ADMINISTRATIVE SERVICES DEPARTMENT *KV*
 SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:

None

DISCUSSION:

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

Vendor:	Check:	Amount:	Description:
Western Rim Constructors, Inc.	82590	\$364,984.43	Eco Bikeway

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
82554-82592	5/24/13	\$406,157.28
82593-82621	5/30/13	\$183,488.47
82622-82655	6/06/13	\$ 74,705.15
	Sub-total	\$664,350.90

Note:

<u>Payroll Checks/Direct Deposit</u>		
45275-45302	P.P.E. 5/30/13	\$ 134,476.89
	Sub-total	\$ 134,476.89
	<u>TOTAL</u>	<u>\$ 798,827.79</u>

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Warrant Registers

PREPARED 06/10/2013, 15:46:32
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 05/24/2013 TO 06/06/2013

PAGE 1

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
05/24/2013	82554	AFLAC	120			714.30	
101-0000-209.01-13	05/09/2013	PAYROLL AP PPE 5/02/13	20130509		11/2013	357.15	
101-0000-209.01-13	05/23/2013	PAYROLL AP PPE 05/16/13	20130523		11/2013	357.15	
05/24/2013	82555	AT&T DATACOMM, INC.	1854			244.88	
503-1923-419.30-22	05/09/2013	AASTRA SPEAKERPHONE	C3337162	130824	11/2013	244.88	
05/24/2013	82556	BARRETT ENGINEERED PUMPS	356			380.81	
601-5060-436.28-01	05/14/2013	SUPERT MECH SEAL	085318	130065	11/2013	380.81	
05/24/2013	82557	BODYWORKS COLLISION HOLDINGS 1	2489			1,751.33	
502-1922-419.28-15	05/15/2013	BODYWORK CITY CAR	205	130819	11/2013	1,751.33	
05/24/2013	82558	CALIFORNIA AMERICAN WATER	612			6,228.82	
101-6020-452.27-02	05/13/2013	05-0106225-1 4/9-5/8	06-03-2013		11/2013	7.33	
101-6020-452.27-02	05/13/2013	05-0106249-1 4/9-5/8	06-03-2013		11/2013	7.33	
101-6020-452.27-02	05/13/2013	05-0106336-6 4/9-5/8	06-03-2013		11/2013	7.33	
101-6020-452.27-02	05/13/2013	05-0106337-4 4/9-5/8	06-03-2013		11/2013	34.29	
101-6020-452.27-02	05/17/2013	05-0477133-8 4/15-5/14	06-05-2013		11/2013	198.43	
101-5020-432.27-02	05/17/2013	05-0424056-5 4/15-5/14	06-05-2013		11/2013	54.28	
601-5060-436.27-02	05/17/2013	05-0115249-0 4/15-5/14	06-05-2013		11/2013	7.33	
101-5010-431.27-02	05/17/2013	05-0115214-4 4/15-5/14	06-05-2013		11/2013	11.82	
101-5010-431.27-02	05/17/2013	05-0114717-7 4/15-5/14	06-05-2013		11/2013	7.33	
101-5010-431.27-02	05/17/2013	05-0115202-9 4/15-5/14	06-05-2013		11/2013	16.32	
101-6020-452.27-02	05/17/2013	05-0115205-2 4/15-5/14	06-05-2013		11/2013	1,667.63	
101-1910-419.27-02	05/17/2013	05-0115206-0 4/15-5/14	06-05-2013		11/2013	386.69	
101-1910-419.27-02	05/17/2013	05-0115208-6 4/15-5/14	06-05-2013		11/2013	117.05	
101-1910-419.27-02	05/17/2013	05-0115210-2 4/15-5/14	06-05-2013		11/2013	18.32	
101-6020-452.27-02	05/14/2013	05-0109756-2 4/10-5/9	06-03-2013		11/2013	404.64	
101-5010-431.27-02	05/16/2013	05-0110529-0 4/11-5/13	06-04-2013		11/2013	47.77	
101-6020-452.27-02	05/16/2013	05-0111454-0 4/11-5/13	06-04-2013		11/2013	43.29	
101-1910-419.27-02	05/16/2013	05-0111478-9 4/11-5/13	06-04-2013		11/2013	67.62	
101-6020-452.27-02	05/16/2013	05-0111479-7 4/11-5/13	06-04-2013		11/2013	2,804.54	
101-5010-431.27-02	05/16/2013	05-0111480-5 4/11-5/13	06-04-2013		11/2013	202.43	
101-3020-422.27-02	05/17/2013	05-0115211-0 4/15-5/14	06-05-2013		11/2013	117.05	
05/24/2013	82559	CALIFORNIA DENTAL	2480			624.32	
101-0000-209.01-12	05/09/2013	PAYROLL AP PPE 5/02/13	20130509		11/2013	312.16	
101-0000-209.01-12	05/23/2013	PAYROLL AP PPE 05/16/13	20130523		11/2013	312.16	
05/24/2013	82560	CALIFORNIA ENV CONTROLS INC	642			268.21	
601-5060-436.28-01	05/10/2013	CHECK VALVE PARTS	2875	130058	11/2013	268.21	
05/24/2013	82561	CDW GOVERNMENT INC	725			300.42	
503-1923-419.30-02	05/09/2013	HP LASERJET PRO 200	CF29045	130120	11/2013	264.00	
503-1923-419.30-02	05/13/2013	WRLS MOBILE 4000	CG14482	130120	11/2013	36.42	
05/24/2013	82562	COLONIAL LIFE & ACCIDENT	941			236.28	
101-0000-209.01-13	05/09/2013	PAYROLL AP PPE 5/02/13	20130509		11/2013	118.14	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-0000-209.01-13	05/23/2013	PAYROLL AP PPE 05/16/13	20130523		11/2013	118.14
05/24/2013	82563	CORODATA MEDIA STORAGE, INC.	2334			137.51
503-1923-419.20-06	04/30/2013	APRIL DATA STORAGE	DS1257092	130102	10/2013	137.51
05/24/2013	82564	COX COMMUNICATIONS	1073			142.87
101-6010-451.29-04	05/15/2013	5/13-6/12 CABLE	06-03-2013	130126	11/2013	142.87
05/24/2013	82565	CYNTHIA TITGEN CONSULTING, INC	2340			1,080.00
101-1130-412.20-06	05/05/2013	5/6 & 5/14 HR CONSULTING	201306	130075	11/2013	1,080.00
05/24/2013	82566	DUNN EDWARDS CORPORATION	1197			116.85
101-5010-431.21-23	05/13/2013	RED PAINT, FRAMES	2068104080	130032	11/2013	116.85
05/24/2013	82567	FIDELITY SECURITY LIFE INSURAN	2476			182.42
101-0000-209.01-18	05/09/2013	PAYROLL AP PPE 5/02/13	20130509		11/2013	91.21
101-0000-209.01-18	05/23/2013	PAYROLL AP PPE 05/16/13	20130523		11/2013	91.21
05/24/2013	82568	GOOGLE, INC.	2009			188.30
503-1923-419.20-06	05/05/2013	3/17-4/16 EMAIL SECURITY	5959597	130104	11/2013	188.30
05/24/2013	82569	I B FIREFIGHTERS ASSOCIATION	214			300.00
101-0000-209.01-08	05/23/2013	PAYROLL AP PPE 05/16/13	20130523		11/2013	300.00
05/24/2013	82570	ICMA RETIREMENT TRUST 457	242			5,925.98
101-0000-209.01-10	05/23/2013	PAYROLL AP PPE 05/16/13	20130523		11/2013	5,925.98
05/24/2013	82571	JANI-KING OF CALIFORNIA, INC.	2042			4,013.02
101-1910-419.21-04	05/01/2013	MAY JANI CONTRACT	SD005130623	130119	11/2013	4,013.02
05/24/2013	82572	LANCE, SOLL & LUNGHARD LLP	716			3,452.00
101-1210-413.20-06	04/30/2013	FINAL AUDIT CITY & SUCCES	7372	130815	10/2013	2,886.00
303-1250-413.20-06	04/30/2013	FINAL AUDIT CITY & SUCCES	7372	130815	10/2013	566.00
05/24/2013	82573	MARCUS BOYD	2			200.00
101-0000-221.01-03	05/21/2013	REFUND PETITION FILER	CR5433		11/2013	200.00
05/24/2013	82574	ONE SOURCE DISTRIBUTORS	1071			413.63
101-6020-452.30-02	04/25/2013	KENALL REPLACEMENTS	S3988246.001	130014	10/2013	413.63
05/24/2013	82575	PADRE JANITORIAL SUPPLIES	1430			628.01
101-1910-419.30-02	05/08/2013	TP/TOWELS/SEAT CVR	342690	130025	11/2013	628.01
05/24/2013	82576	PRAXAIR DISTRIBUTION INC	1652			163.34
101-3020-422.30-02	05/08/2013	AIR BREATHING KIT	46079406	130005	11/2013	163.34
05/24/2013	82577	PRINCIPAL FINANCIAL GROUP	2428			1,145.46
101-0000-209.01-13	05/09/2013	PAYROLL AP PPE 5/02/13	20130509		11/2013	572.73
101-0000-209.01-13	05/23/2013	PAYROLL AP PPE 05/16/13	20130523		11/2013	572.73
05/24/2013	82578	PRO LINE PAINT COMPANY	52			660.66
101-6040-454.30-02	05/16/2013	PLAZA GREY PAINT	3117-6	130021	11/2013	660.66

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
05/24/2013	82579	RICHARD SCHUETTE	2	500.00		
101-0000-221.01-03	05/16/2013	REFUND MARINA VISTA DEP	CR4751	500.00	11/2013	500.00
05/24/2013	82580	SEIU LOCAL 221	1821	1,383.88		
101-0000-209.01-08	05/23/2013	PAYROLL AP PPE 05/16/13	20130523	1,383.88	11/2013	1,383.88
05/24/2013	82581	SPARKLETTTS	2341	48.24		
101-3020-422.30-01	05/21/2013	FIRE DRINKING WTR	12529930 051013	48.24	130511 11/2013	48.24
05/24/2013	82582	STANDARD ELECTRONICS	504	142.50		
101-1910-419.20-23	05/09/2013	FIRE PANEL TROUBLESHOOT	18449	142.50	130094 11/2013	142.50
05/24/2013	82583	TERRA BELLA NURSERY, INC.	1946	215.90		
101-6020-452.30-02	05/09/2013	FLOWERS/PLANTS	93049	86.36	130034 11/2013	86.36
101-5010-431.30-02	05/20/2013	PLANTS	93957	129.54	130034 11/2013	129.54
05/24/2013	82584	TMAN TRAFFIC SUPPLY	2469	694.98		
101-5010-431.21-23	05/13/2013	ENNIS RED/ASHTO POTTER	478	694.98	130448 11/2013	694.98
05/24/2013	82585	UNION BANK OF CALIFORNIA	735	875.00		
101-1210-413.20-27	05/13/2013	2/1/13-4/30/13 BANK FEES	806108	875.00	130288 11/2013	875.00
05/24/2013	82586	US BANK	2458	1,654.64		
101-0000-209.01-20	05/23/2013	PAYROLL AP PPE 05/16/13	20130523	1,654.64	11/2013	1,654.64
05/24/2013	82587	VERIZON WIRELESS	2317	2,175.78		
101-1210-413.27-05	05/08/2013	04/08-05/08	9704550798	62.68	11/2013	62.68
101-5020-432.27-05	05/08/2013	04/09-05/08	9704550798	545.16	11/2013	545.16
101-3040-424.27-05	05/08/2013	04/09-05/08	9704550798	118.69	11/2013	118.69
101-3020-422.27-05	05/08/2013	04/09-05/08	9704550798	197.73	11/2013	197.73
101-3030-423.27-05	05/08/2013	04/09-05/08	9704550798	547.32	11/2013	547.32
101-3070-427.27-05	05/08/2013	04/09-05/08	9704550798	41.04	11/2013	41.04
101-1230-413.27-05	05/08/2013	04/09-05/08	9704550798	86.39	11/2013	86.39
503-1923-419.27-05	05/08/2013	04/09-05/08	9704550798	573.37	11/2013	573.37
503-1923-419.27-05	05/08/2013	04/09-05/08	9704550798	3.40	11/2013	3.40
05/24/2013	82588	VORTEX INDUSTRIES, INC.	786	3,790.50		
101-1910-419.21-04	04/30/2013	MARINA VISTA DOOR	11-7440159-1	3,790.50	130096 10/2013	3,790.50
05/24/2013	82589	WAGE WORKS INC.	2210	97.25		
101-1920-419.21-04	05/15/2013	MAY FSA ADMIN FEES	125AI0239515	97.25	130115 11/2013	97.25
05/24/2013	82590	WESTERN RIM CONSTRUCTORS, INC.	2481	364,984.43		
401-5020-432.20-06	05/13/2013	ECO BIKEWAY	4	364,984.43	130656 11/2013	364,984.43
05/24/2013	82591	WHITE CAP CONSTRUCTION SUPPLY	1434	10.89		
101-5010-431.30-02	01/02/2013	ANCHOR/BOLTS/ NUTS	15072872-00	10.89	130018 07/2013	10.89
05/24/2013	82592	ZUMAR INDUSTRIES INC.	875	83.87		
101-1910-419.30-02	05/08/2013	18X24 ALUM SPECIAL	0145355	83.87	130017 11/2013	83.87

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
05/30/2013	82593	ADVANCED ELECTRONIC SOLUTIONS2	1892				703.75
101-1910-419.21-04	05/24/2013	LABOR/SERVICE	9204215		11/2013	703.75	
05/30/2013	82594	AECOM TECHNICAL SERVICES, INC.	2109				500.00
101-0000-221.01-03	05/22/2013	REFUND MV DEPOSIT	CR 6195		11/2013	500.00	
05/30/2013	82595	AT&T	2430				2,040.75
101-1210-413.27-04	05/17/2013	6194235034	4367867		11/2013	16.68	
101-3020-422.27-04	05/17/2013	6194237246664	4367087		11/2013	.69	
101-5020-432.27-04	05/15/2013	6194238311966	4363713		11/2013	7.90	
101-3030-423.27-04	05/15/2013	6194238322966	4363714		11/2013	3.03	
503-1923-419.27-04	05/11/2013	6194243481712	4345387		11/2013	16.00	
101-1230-413.27-04	05/17/2013	6196281356950	4367090		11/2013	14.08	
101-1920-419.27-04	05/17/2013	6196282018442	4367096		11/2013	.10	
601-5060-436.27-04	05/15/2013	C602221236777	4363705		11/2013	17.08	
101-1920-419.27-04	05/15/2013	C602224829777	4364775		11/2013	102.37	
101-1110-412.27-04	05/15/2013	C602224831777	4364777		11/2013	145.05	
101-1020-411.27-04	05/15/2013	C602224832777	4364778		11/2013	58.97	
101-1230-413.27-04	05/15/2013	C602224833777	4364779		11/2013	277.60	
101-1130-412.27-04	05/15/2013	C602224834777	4364780		11/2013	45.32	
101-1210-413.27-04	05/15/2013	C602224835777	4364781		11/2013	217.04	
101-6030-453.27-04	05/15/2013	C602224836777	4364782		11/2013	78.08	
101-6010-451.27-04	05/15/2013	C602224837777	4364783		11/2013	86.07	
101-3020-422.27-04	05/15/2013	C602224838777	4364784		11/2013	295.43	
101-3030-423.27-04	05/15/2013	C602224839777	4364785		11/2013	209.13	
101-5020-432.27-04	05/15/2013	C602224840777	4364786		11/2013	298.83	
601-5060-436.27-04	05/15/2013	C602224841777	4364787		11/2013	151.30	
05/30/2013	82596	ATKINS NORTH AMERICA, INC.	2455				6,448.33
202-5016-531.20-06	05/13/2013	APRIL ADA UPGRADES	1167756	130820	11/2013	4,468.33	
202-5016-531.20-06	04/18/2013	MARCH ADA UPGRADES	1165942	130820	10/2013	1,980.00	
05/30/2013	82597	CITY OF SAN DIEGO	896				62,405.49
601-5060-436.40-01	05/16/2013	PALM CITY TRUNK SEWER	1000078151		11/2013	60,612.95	
601-5060-436.40-02	05/16/2013	PALM CITY TRUNK SEWER	1000078151		11/2013	1,792.54	
05/30/2013	82598	DRUG TESTING NETWORK INC	1195				55.00
101-1130-412.20-06	05/22/2013	REVIEW/TESTING RESULTS	66447	130079	11/2013	55.00	
05/30/2013	82599	ENVIRO MATRIX ANALYTICAL INC	1691				475.00
601-5050-436.21-04	08/24/2010	WATER TESTING	0080499	130814	11/2013	475.00	
05/30/2013	82600	GEOCON INC.	2206				10,091.30
601-5060-536.20-06	05/13/2013	3/25-4/21 INVESTIGATION	1304024	130774	11/2013	2,200.80	
401-5020-432.20-06	05/13/2013	3/25-4/21 ECO BIKE SVCS	1304023	130817	11/2013	4,375.00	
401-5020-432.20-06	05/13/2013	3/25-4/21 INFILTRATION	1304025	130817	11/2013	3,515.50	
05/30/2013	82601	GO-STAFF, INC.	2031				3,700.47
101-3020-422.21-01	05/14/2013	WE 5/10 MEDLEY	107719	130660	11/2013	525.46	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-1210-413.21-01	05/14/2013	W/E 5/10 FERGUSON	107721	130810	11/2013	978.12
101-3020-422.21-01	05/21/2013	WE 5/16 MEDLEY	108018	130660	11/2013	525.46
601-5060-436.21-01	05/14/2013	WE 5/10 JERMYN, C	107720	130722	11/2013	871.15
101-1210-413.21-01	05/21/2013	WE 5/16 FERGUSON	108020	130810	11/2013	800.28
05/30/2013	82602	GRAINGER	1051			252.07
601-5060-436.30-02	05/14/2013	EAR PLUGS/PAIN STOPPER	9141968769	130011	11/2013	134.95
601-5060-436.30-02	05/23/2013	PUMP SUMP	9150377498	130011	11/2013	117.12
05/30/2013	82603	JACQUELINE M HALD	426			25.00
101-0000-221.01-03	05/24/2013	RECEPTION FEE	CR 5859		11/2013	25.00
05/30/2013	82604	KANE, BALLMER & BERKMAN	1828			7,755.00
101-0000-221.01-02	05/08/2013	SEACOAST INN OPA	19140		11/2013	7,755.00
05/30/2013	82605	KATHLEEN VONACHEN	2466			420.00
101-1210-413.11-08	05/23/2013	HEALTH CARE REIMBURSEMENT	30975		11/2013	420.00
05/30/2013	82606	KOA CORPORATION	611			525.00
210-1235-513.20-06	04/30/2013	APRIL IB & 5TH	JB32032X1	130760	10/2013	525.00
05/30/2013	82607	MANAGED HEALTH NETWORK	2432			397.60
101-1130-412.20-06	05/17/2013	JUNE EAP SVCS	3200048128	130072	11/2013	397.60
05/30/2013	82608	MASON'S ALIGNMENT, BRAKES	921			127.03
501-1921-419.28-01	05/21/2013	A/C SERVICE	22681	130044	11/2013	127.03
05/30/2013	82609	MCDUGAL LOVE ECKIS &	962			34,239.36
101-1220-413.20-01	04/30/2013	APRIL CODE ENFORCEMENT	83804		10/2013	127.72
101-1220-413.21-04	04/30/2013	APRIL COMPLEX ORDINANCES	83805		10/2013	8,632.35
101-1220-413.20-01	04/30/2013	APRIL LAW-SPECIAL PROJECT	83806		10/2013	192.50
502-1922-419.20-01	04/30/2013	APRIL PERSONNEL/LABOR REL	83808		10/2013	4,970.89
101-1220-413.20-01	04/30/2013	APRIL LABOR NEGOTIATIONS	83809		10/2013	4,349.50
303-1250-413.20-01	04/30/2013	APRIL SUCCESSOR AGENCY	83810		10/2013	1,192.77
216-1240-413.20-01	04/30/2013	APRIL HOUSING AUTHORITY	83811		10/2013	79.48
101-1220-413.20-01	04/30/2013	APRIL BRIANS V CITY	83711		10/2013	912.05
101-1220-413.20-01	04/30/2013	APRIL GRAND JURY	83712		10/2013	5,071.98
101-1220-413.20-01	04/30/2013	APRIL PADRE DAM OVERPYMT	83812		10/2013	173.41
101-1220-413.20-01	04/30/2013	APRIL SHARONA REID	83713		10/2013	43.35
101-1220-413.20-01	04/30/2013	APRIL CITY V SD COUNTY	83813		10/2013	8,493.36
05/30/2013	82610	NASLAND ENGINEERING	1656			3,030.00
402-5000-532.20-06	04/30/2013	APRIL ST IMPROVEMENTS	93166	071139	10/2013	640.00
303-1250-413.20-06	04/30/2013	APRIL DATE ST END CONSULT	93167	090544	10/2013	2,390.00
05/30/2013	82611	ONE SOURCE DISTRIBUTORS	1071			1,951.95
101-6040-454.30-02	05/06/2013	2 LIGHTING LUMINARE	S3985740.001	130014	11/2013	1,625.84
101-6040-454.30-02	05/08/2013	HPS BLAST/FLOUR LMP	S4011681-001	130014	11/2013	326.11
05/30/2013	82612	PLASTIX PLUS, LLC	2493			402.14
101-3020-422.29-01	04/24/2013	VERTICAL MOUNTS FOR CENTA	3596	F13068	10/2013	402.14

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
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05/30/2013	82613	PRINCIPAL FINANCIAL GROUP	2414			5,357.72
101-0000-209.01-12	05/09/2013	PAYROLL AP PPE 5/02/13	20130509		11/2013	748.40
101-0000-209.01-14	05/09/2013	PAYROLL AP PPE 5/02/13	20130509		11/2013	542.99
101-0000-209.01-16	05/09/2013	PAYROLL AP PPE 5/02/13	20130509		11/2013	534.69
101-0000-209.01-21	05/09/2013	PAYROLL AP PPE 5/02/13	20130509		11/2013	673.75
101-0000-209.01-12	05/23/2013	PAYROLL AP PPE 05/16/13	20130523		11/2013	748.40
101-0000-209.01-14	05/23/2013	PAYROLL AP PPE 05/16/13	20130523		11/2013	548.38
101-0000-209.01-16	05/23/2013	PAYROLL AP PPE 05/16/13	20130523		11/2013	534.69
101-0000-209.01-21	05/23/2013	PAYROLL AP PPE 05/16/13	20130523		11/2013	680.44
101-0000-209.01-14	05/23/2013	JUNE LIFE, STD & LTD	05-23-2013		11/2013	6.69
101-0000-209.01-21	05/23/2013	JUNE LIFE, STD & LTD	05-23-2013		11/2013	5.39
101-0000-209.01-12	05/23/2013	JUNE DENTAL PPO	05-23-2013		11/2013	137.42
101-0000-209.01-12	05/23/2013	JUNE DENTAL PPO	05-23-2013		11/2013	75.76
101-0000-209.01-12	05/23/2013	JUNE DENTAL PPO	05-23-2013		11/2013	120.72
05/30/2013	82614	RANCHO AUTO & TRUCK PARTS	1685			201.72
501-1921-419.28-16	05/15/2013	FUEL/OIL FILTERS	7693-157594	130019	11/2013	39.70
501-1921-419.28-16	05/20/2013	LIFT SUPPORT	7693-158040	130019	11/2013	60.74
501-1921-419.28-16	05/20/2013	PAN GASKET	7693-158066	130019	11/2013	7.11
501-1921-419.28-16	05/22/2013	AIR & OIL FILTERS	7693-158372	130019	11/2013	64.82
501-1921-419.28-16	05/22/2013	WHL CYLINDERS	7693-158378	130019	11/2013	29.35
05/30/2013	82615	SAN DIEGO COUNTY SHERIFF	882			36,481.00
101-3010-421.21-04	05/16/2013	JAN-JUNE 2013 CAL ID	05-16-2013	130585	11/2013	3,007.00
101-3020-422.21-04	05/22/2013	FIRE DISPATCH SVCS	1000078452		11/2013	16,737.00
101-3020-422.21-04	04/03/2013	FIRE DISPATCH SVCS	1000075421		11/2013	16,737.00
05/30/2013	82616	SAVMART PHARMACEUTICAL SERVICE	1687			40.50
101-3020-422.29-04	05/21/2013	MEDICAL SUPPLIES	574942	F13070	11/2013	40.50
05/30/2013	82617	SHARP REES-STEALY MEDICAL CNTR	390			876.00
101-1130-412.21-04	05/11/2013	NEW EMP PHYSICALS	260	130086	11/2013	153.00
101-6040-454.21-04	05/11/2013	NEW EMP PHYSICALS	260	130086	11/2013	560.00
601-5060-436.21-04	05/11/2013	NEW EMP PHYSICALS	260	130086	11/2013	163.00
05/30/2013	82618	SKS INC.	412			3,343.23
501-1921-419.28-15	05/16/2013	894 GAL REG FUEL	1255423-IN	130049	11/2013	3,343.23
05/30/2013	82619	US MOBILE WIRELESS COMMUNICATI	1983			717.00
101-3020-422.29-01	05/14/2013	MULTI-UNIT CHARGER	552305-00	F13069	11/2013	717.00
05/30/2013	82620	WAXIE SANITARY SUPPLY	802			799.58
101-6040-454.30-02	05/15/2013	TP/LINERS/BRUSH	73938423	130016	11/2013	799.58
05/30/2013	82621	WEST GROUP CTR	826			126.48
101-1020-411.28-14	05/01/2013	APRIL INFO CHGS	827119027	130226	11/2013	126.48
06/06/2013	82622	AMERICAN RED CROSS	2			500.00
101-0000-221.01-03	06/04/2013	REFUND MARINA VISTA DEPOS	CR 6528		12/2013	500.00

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06/06/2013	82623	ANDREA TOOGOOD	2117				51.51
101-3030-423.25-03	05/23/2013	LG SWIMSUIT	208759		12/2013		51.51
06/06/2013	82624	ARROWHEAD MOUNTAIN SPRING WATE	1340				74.80
101-5020-432.30-02	05/22/2013	PW DRINKING WATER	03E226726646	130202	11/2013		74.80
06/06/2013	82625	AZTEC LANDSCAPING INC	310				1,540.00
101-5010-431.21-04	05/31/2013	MAY LANDSCAPE MAINT	0024858-IN	130091	11/2013		1,540.00
06/06/2013	82626	CALIFORNIA AMERICAN WATER	612				122.64
101-6020-452.27-02	05/20/2013	05-0117419 4/16-5/15	06-10-2013		11/2013		7.33
101-5010-431.27-02	05/20/2013	05-0116368-7 4/16-5/15	06-10-2013		11/2013		34.29
101-5010-431.27-02	05/20/2013	05-0115950-3 4/16-5/15	06-10-2013		11/2013		16.32
101-5010-431.27-02	05/20/2013	05-0115949-5 4/16-5/15	06-10-2013		11/2013		7.33
101-6020-452.27-02	05/20/2013	05-0114612-0 4/16-5/15	06-10-2013		11/2013		16.32
405-1260-413.27-02	04/22/2013	05-0546597-1 4/17-5/16	06-12-13		11/2013		41.05
06/06/2013	82627	CDW GOVERNMENT INC	725				539.63
503-1923-419.30-02	03/18/2013	ACER COMPUTER	BB89035	130120	09/2013		539.63
06/06/2013	82628	CITY OF CHULA VISTA	823				18,185.00
101-3050-425.20-06	05/23/2013	APRIL A/C SVCS	AR133903	130130	11/2013		18,185.00
06/06/2013	82629	COUNTY OF SAN DIEGO	2				550.00
101-0000-221.01-03	06/04/2013	REFUND MARINA VISTA DEPOS	CR 4704		12/2013		550.00
06/06/2013	82630	COUNTY OF SAN DIEGO (PW)	1440				3,333.00
601-5050-436.29-04	05/21/2013	STORM WTR PROGRAM	SDREF-2013-006	130863	11/2013		3,333.00
06/06/2013	82631	COX COMMUNICATIONS	1073				637.60
503-1923-419.21-04	05/26/2013	5/25-6/24 INTERNET SVCS	06-15-2013	130126	11/2013		600.00
503-1923-419.29-04	06/01/2013	JUNE CABLE CITY HALL	06-22-2013	130126	12/2013		37.60
06/06/2013	82632	DOWNSTREAM SERVICES, INC.	1593				948.00
601-5060-536.20-06	05/16/2013	SEWER VIDEO WK	17273	130028	11/2013		948.00
06/06/2013	82633	FOCUS ON INTERVENTION	1490				379.00
502-1922-419.30-02	04/19/2013	M GUERN ERGO EVALUATION	49999-EQU	130864	10/2013		379.00
06/06/2013	82634	GCR TIRE CENTERS	1702				690.04
501-1921-419.28-16	05/17/2013	8 NEW TIRES	832-21273	130050	11/2013		690.04
06/06/2013	82635	GLADWELL GOVERNMENTAL SERVICES	1520				2,880.00
101-1020-411.20-06	05/24/2013	RECORDS MANAGEMENT	2738	130869	11/2013		2,880.00
06/06/2013	82636	HUDSON SAFE-T LITE RENTALS	2382				183.12
101-5010-431.21-23	05/16/2013	LIME ARROW SIGN	00016162	130071	11/2013		183.12
06/06/2013	82637	INTERSTATE BATTERY OF SAN DIEG	388				145.95
501-1921-419.28-16	06/03/2013	BATTERY	649012144	130012	12/2013		145.95

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06/06/2013	82638	KANE, BALLMER & BERKMAN	1828			19,007.17	
101-5000-532.20-06	05/06/2013	APRIL 9TH & PALM	19100	130861	11/2013	110.00	
245-1240-513.20-06	05/06/2013	APRIL AMERICAN LEGION	19101	130861	11/2013	1,300.00	
217-5000-532.20-06	05/06/2013	APRIL HABITAT AHA	19102	130861	11/2013	7,665.00	
303-1250-413.20-06	05/08/2013	APRIL SUCCESSOR AGENCY	19103	130861	11/2013	8,341.46	
303-1250-413.20-06	05/08/2013	APRIL OVERSIGHT BOARD	19141	130861	11/2013	935.00	
303-1250-413.20-06	05/09/2013	APRIL 1/14TH SHARED FEE	19075	130861	11/2013	655.71	
06/06/2013	82639	KEYSER MARSTON ASSOC INC	620			1,384.38	
101-5000-532.20-06	05/09/2013	APRIL CONSULTING SVCS	0026102	130860	11/2013	750.00	
217-5000-532.20-06	05/09/2013	APRIL CONSULTING SVCS	0026102	130860	11/2013	634.38	
06/06/2013	82640	LLOYD PEST CONTROL	814			217.00	
101-1910-419.21-04	05/06/2013	MAY 495 10TH ST	3808753	130097	11/2013	53.00	
101-1910-419.21-04	05/09/2013	MAY 1075 8TH ST	3821463	130097	11/2013	53.00	
101-1910-419.21-04	05/15/2013	MAY 950 OCEAN LN	3809065	130097	11/2013	60.00	
101-1910-419.21-04	05/24/2013	MAY 425 IB BLVD	3806886	130097	11/2013	51.00	
06/06/2013	82641	MOBILE HOME ACCEPTANCE CORPORA	1533			297.00	
101-5020-432.25-01	05/24/2013	JUNE RENTAL FEES	171951	130124	11/2013	297.00	
06/06/2013	82642	OFFICE DEPOT, INC	1262			406.52	
101-1020-411.30-01	05/15/2013	PAPER, TAPE, BOXES	657679979001	130002	11/2013	167.29	
101-1020-411.30-01	05/16/2013	COPY PAPER	657679130001	130002	11/2013	6.47	
101-3020-422.30-01	05/14/2013	BATTERIES/TONER	657504276001	130002	11/2013	112.16	
101-3020-422.30-01	05/15/2013	USB DRIVE	657504317001	130002	11/2013	53.73	
101-3020-422.30-01	05/17/2013	SCREEN WIPES	657504276002	130002	11/2013	3.40	
101-5020-432.30-01	05/16/2013	TONER/DUSTER	657818493001	130002	11/2013	63.47	
06/06/2013	82643	PARTNERSHIP WITH INDUSTRY	1302			1,117.95	
101-6040-454.21-04	05/15/2013	PE 5/15 GROUNDSKEEPING	GS04772	130108	11/2013	670.77	
101-6040-454.21-04	05/15/2013	PE 5/15 GROUNDSKEEPING	GS04772	130108	11/2013	447.18	
06/06/2013	82644	PROTECTION ONE ALARM MONITORIN	69			279.50	
601-5060-436.20-23	05/21/2013	JUNE PS ALARMS	93053652	130087	11/2013	279.50	
06/06/2013	82645	PRUDENTIAL OVERALL SUPPLY	72			387.87	
101-5020-432.25-03	05/15/2013	WE 5/15 PW UNIFORMS	30340329	130090	11/2013	131.99	
101-5020-432.25-03	05/22/2013	WE 5/22 PW UNIFORMS	30341959	130090	11/2013	123.89	
101-5020-432.25-03	05/29/2013	WE 5/29 PW UNIFORMS	30343340	130090	11/2013	131.99	
06/06/2013	82646	QWIK PRINTS	1622			40.00	
101-1130-412.21-04	06/03/2013	NEW HIRE FINGERPRINTS	13154164	130077	12/2013	40.00	
06/06/2013	82647	ROBERTSON'S	2454			930.15	
101-5010-431.30-02	05/23/2013	9CY CONCRETE	145042	130199	11/2013	930.15	
06/06/2013	82648	SAN DIEGO COUNTY SHERIFF	882			20.00	
213-3037-421.20-06	04/10/2013	CORRECT UNDERPYMT	04-10-2013		10/2013	20.00	

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06/06/2013	82649	SDGE	289		1,441.98
101-5010-431.27-01	05/30/2013	1912 409 2723 4/26-5/28	06-14-2013	11/2013	10.34
101-5010-431.27-01	05/30/2013	5280 340 6641 4/26-5/28	06-14-2013	11/2013	79.39
101-5010-431.27-01	05/30/2013	5576 188 0541 4/26-5/28	06-14-2013	11/2013	10.14
101-5010-431.27-01	06/03/2013	1694 230 1484 4/30-5/30	06-18-2013	12/2013	21.34
101-5010-431.27-01	06/03/2013	3448 930 964 6 4/30-5/30	06-18-2013	12/2013	10.15
601-5060-436.27-01	05/31/2013	8773 823 6424 4/29-5/29	06-15-2013	11/2013	1,021.66
101-6010-451.27-01	06/04/2013	2081 689 761 9 5/1-5/31	06-19-2013	12/2013	288.96
06/06/2013	82650	SKS INC.	412		9,001.32
501-1921-419.28-15	05/23/2013	1106 GAL REG	1255532-IN	130049 11/2013	4,040.77
101-5000-532.20-06	05/23/2013	57.5 GAL DIESEL	1255547-IN	130049 11/2013	294.03
101-5000-532.20-06	05/24/2013	81.7 GAL DIESEL	125578-IN	130049 11/2013	379.45
101-5000-532.20-06	05/29/2013	63.2 GAL DIESEL	1255659-IN	130049 11/2013	343.37
501-1921-419.28-15	05/30/2013	1090 GAL REG FUEL	1255679-IN	130049 11/2013	3,943.70
06/06/2013	82651	SLOAN ELECTRIC COMPANY	417		312.50
601-5060-436.21-04	05/30/2013	TROUBLE SHOOT PS#9	0062129	130064 11/2013	312.50
06/06/2013	82652	SOUTH BAY FOUNDRY INC	477		1,276.58
601-5060-436.30-02	05/16/2013	CVR SEWER/FRAME	0133033-IN	130026 11/2013	815.41
601-5060-436.30-02	05/23/2013	OUTER CIVER/STORM DRAIN	0133209-IN	130026 11/2013	461.17
06/06/2013	82653	TERI BLACK & COMPANY, LLC	2494		7,181.46
101-1110-412.20-06	04/27/2013	CITY MANAGER RECRUIT	13-0427-02	130826 10/2013	7,181.46
06/06/2013	82654	TRANSWORLD SYSTEMS INC.	2160		592.48
101-1910-419.21-04	06/05/2013	MAY COLLECTION FEES	716285	12/2013	743.73
101-0000-321.72-10	06/05/2013	MAY COLLECTION FEES	716285	12/2013	60.00-
101-0000-323.71-03	06/05/2013	MAY COLLECTION FEES	716285	12/2013	60.00-
101-0000-344.76-03	06/05/2013	MAY COLLECTION FEES	716285	12/2013	30.25-
101-0000-371.83-09	06/05/2013	MAY COLLECTION FEES	716285	12/2013	1.00-
06/06/2013	82655	UNDERGROUND SERVICE ALERT OF	731		51.00
601-5060-436.21-04	06/01/2013	MAY TICKETS	520130322	130003 12/2013	51.00
DATE RANGE TOTAL *					664,350.90 *



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER *GB*
MEETING DATE: JUNE 19, 2013
ORIGINATING DEPT.: PUBLIC WORKS *HW*
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

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 not provided a reply as of the draft of this staff report and resolution.

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. Assuming that 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 \$15,000.

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 Community Work Crew Services or \$4583 per month. Assuming the Contract Amendment

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 provided that the per month cost of the extension does not exceed \$4,583.

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

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 \$15,000.

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 \$15,000.

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:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER *GB*
MEETING DATE: JUNE 19, 2013
ORIGINATING DEPT.: PUBLIC WORKS *HW*
SUBJECT: RESOLUTION NO. 2013-7343 AUTHORIZATION TO RENEW
THE PARTNERSHIPS WITH INDUSTRY GROUP SERVICES
AGREEMENT

BACKGROUND:

In July 1999, City Council, City of Imperial Beach, authorized an agreement with "Partnerships with Industry" (PWI) to provide limited maintenance services in the Tidelands area. This agreement has been renewed annually since that date. The current agreement expires June 30, 2013.

DISCUSSION:

Partnerships with Industry desires to continue the agreement with the City of Imperial Beach. Attachment (2) is the proposed agreement for FY 2013-2014. The services provided by PWI have proven to be very beneficial to the City. Staff recommends the program be continued for the next fiscal year. The program will be funded within the approved FY 2013/2014 budget

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The cost of the Agreement for FY 2013/2014 is not to exceed \$31,500. The adopted two year FY 2013/2014 and 2014/2015 budgets included this agreement at a cost not to exceed \$40,000 per fiscal year. The adopted budget is sufficient to pay for this contract. PWI agreement is submitted with a prevailing wage of \$8.72 per hour per employee as detailed in the contract.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Authorize the Public Works Director to execute the agreement with PWI.
3. Authorize the City Manager to approve a purchase order for the cost of the annual agreement with Partnerships with Industry.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7343

2. Exhibit A to Resolution No. 2013-7343 – Partnerships with Industry Group Services Agreement #1

RESOLUTION NO. 2013-7343

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZATION TO RENEW THE PARTNERSHIPS WITH INDUSTRY GROUP SERVICES AGREEMENT

WHEREAS, in July 1999, City Council, City of Imperial Beach, authorized an agreement with "Partnerships with Industry" (PWI) to provide limited maintenance services in the Tidelands area; and

WHEREAS, This agreement has been renewed annually since that date and the current agreement expires June 30, 2013; and

WHEREAS, PWI desires to continue the agreement with the City of Imperial Beach; and

WHEREAS, the services provided by PWI have proven to be very beneficial to the City and staff recommends the program be continued for the next fiscal year; and

WHEREAS, the program will be funded within the approved FY 2013/2014 budget; and

WHEREAS, the cost of the Agreement for FY 2013/2014 is not to exceed \$31,500 as shown in Exhibit A; and

WHEREAS, the adopted two year FY 2013/2014 and 2014/2015 budgets included this agreement at a cost not to exceed \$40,000 per fiscal year; and

WHEREAS, the adopted budget is sufficient to pay for this contract.

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 Works Director is authorized to execute the agreement with PWI.
3. The City Manager is authorized to approve a purchase order for the cost of the annual agreement with Partnerships with Industry.

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:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

Creating Jobs. Enhancing Lives.



PWI - South Bay Office

Group Services "GS"

Partnership Service Agreement With:
IMPERIAL BEACH PUBLIC WORKS

July 1, 2013

Manager: Sonia Vazquez / Director: Dalinda Rodriguez



Partnerships With Industry

*An important and valuable labor source to our employment community,
Bringing together employers and workers with developmental disabilities since 1985*

Group Services Agreement # 1

PWI Office: South Bay Ph: (619) 424-2250
Nonprofit Tax ID: 33-0169950 Fax: (619) 424-2258

Busn: **Imperial Beach Public Works**

Addr: **825 Imperial Beach Blvd.**

C/S/Z: **Imperial Beach, CA 91932**

Contact: **Hank Levien**

Projected Start Date: **Monday, July 1, 2013**

Provisions of PWI Agreement/Understanding

The services will be performed by "PWI workers", also known as PWI clients. The work shall be completed under the supervision of a PWI staff member, referred to as the Employment Training Specialist (ETS) or Job Coach. The ETS will monitor production and quality. The work performed by the PWI workers will be:

Trash abatement throughout the beach and parks. Cleaning of park restrooms. Relining of trash cans with plastic liners throughout the beach. Sweeping and raking of park grounds and street ends.

This agreement reflects fiscal year 2013-2014.

Days of Work - **Monday thru Friday**
Work Schedule - **7:00am to 12:30pm** Lunch - **30 minutes**
of Workers - **3**

Partnerships With Industry:

- Will be responsible for the assessment and placement of all PWI workers in the group.
- Will maintain accurate time and attendance records on each PWI worker.
- Carries Workers' Compensation and General Liability Insurance on workers and PWI staff.
- PWI workers and staff members will follow rules provided by Imperial Beach Public Works.
- Will provide final compensation (i.e., payroll services) for the PWI workers and PWI staff.
- Is an independent contractor and not an employee or agent of Imperial Beach Public Works.

Imperial Beach Public Works:

- Will provide PWI with the necessary tools and equipment to perform the tasks required.
- Will proactively inform PWI management and ETS of changes which affect the group's employment.
- Will address any performance concerns with the ETS and PWI management.
- Will work proactively w/PWI to ensure that all safety-related issues are addressed immediately.
- Will hold in confidence information regarding individuals who are PWI workers.
- Will offer the same break times and uniforms to the PWI workers as with all other employees.

Compensation

Semi-monthly invoices will be based on the actual hours worked, with the annual compensation not to exceed \$31,500. The hours of operation are: Monday through Friday, 7:00am to 12:30pm, with a 30 minute lunch break. Please see attached holiday schedule. We will not be scheduled on these days unless otherwise requested.

Each worker's productivity will be timestudied per U.S. Dept. of Labor (DOL) standards. This rate determines the 'norm' for individual pay. Norms are established by conducting timestudies on experienced workers (i.e., received at least one pay increase and has worked at least six months). Individual pay is determined by assessing individual productivity and multiplying that by the 'prevailing wage' (i.e., wage earned by an 'experienced worker'. The following is an example of one worker's pay... [75% (productivity) X \$7.00 (prevailing wage) = \$5.25]. Timestudies are completed at least semi-annually. Changes in individual productivity will be reflected in subsequent invoices.

Annually, and when there is an increase in the minimum wage, the DOL requires that a new survey of 'prevailing wage' be conducted. PWI will conduct the prevailing wage survey (average pay of experience workers at similar businesses). If the prevailing wage changes, or the minimum wage increases, PWI will notify you. Any changes in minimum/prevailing wage will be reflected in subsequent invoices. The prevailing wage for the work as detailed in this contract is: 8.72.

Payment for Services / PWI Contact Information

PWI prepares invoices for service periods: 1st - 15th, and 16th through month's end. The invoice will also include actual and direct overhead expenses such as workers compensation and reasonable and necessary administrative support. Payment must be received within 30 days of the invoice date. If any questions, please contact Sonia Vazquez, PWI Group Services Manager - (619) 424-2250.

Employment Training Specialist (Job Coaching) Support

The focus of the ETS is to work with each employee to develop work skills, encourage productivity, and ensure quality. The ETS should not be expected to perform work for the employer/contractor. The ETS's ongoing support and expertise is paid for by PWI. Due to PWI's funding by the State of California's Department of Rehabilitation, PWI must recognize certain holidays throughout the year. On these holidays, the group cannot work. A schedule of the holidays will be supplied by Partnerships With Industry.

PWI's Goal and Mission

It is the goal of PWI for each PWI client/worker to attain the employment independence to the extent each person aspires. In addition to the PWI workers completing the work as stated in this agreement, the PWI Group is considered production and training opportunity. Workers who evidence the necessary work skills to advance their careers are encouraged to do so.

PWI's mission is to bring together businesses and workers with developmental disabilities. PWI is successful because of supportive employers, competent and dedicated PWI workers/clients, and because it's good business. This work opportunity will enable persons with developmental disabilities to earn an income, prove their worth as valued employees, and most importantly, satisfy your labor needs. We look forward to a long and mutually beneficial working partnership with Imperial Beach Public Works.

Termination of Agreement

This agreement is ongoing and may be terminated upon twenty (20) calendar days prior written notice. PWI needs advance notice in order to most effectively and positively coordinate future services, funding, and support for the PWI workers impacted by an agreement ending.

Hank Levien

Employer Representative

Signature on File

Date

Mark Berger

PWI - ~~OWNER~~ CEO

Signature

6/3/13

Date

cc: original to PWI Accounting, copy to contractor, South Bay - PWI Director: Dalinda Rodriguez

Imperial Beach Public Works / Partnerships With Industry

"Group Services Partnership"

Signature on File

Page 2 of 2



Partnerships With Industry

*An important and valuable labor source to our employment community,
Bringing together employers and workers with developmental disabilities since 1985*

Group Services Holiday Schedule

PWI Office: South Bay

Ph: (619) 424-2250

Busn: **Imperial Beach Public Works**

Addr: 825 Imperial Beach Blvd.

C/S/Z: Imperial Beach, CA 91932

Contact: Hank Levien

Projected Start Date: **Monday, July 1, 2013**

New Year's Day	Tuesday, January 1, 2013
Martin Luther King Jr.	Monday, January 21, 2013
President's Day	Monday, February 18, 2013
Memorial Day	Monday, May 27, 2013
Independence Day	Thursday, July 4, 2013
Labor Day	Monday, September 2, 2013
Thanksgiving Day	Thursday, November 28, 2013
Day After Thanksgiving	Friday, November 29, 2013
Christmas Eve	Tuesday, December 24, 2013
Christmas Day	Wednesday, December 25, 2013
New Year's Day	Thursday, January 2, 2014
Martin Luther King Jr.	Monday, January 20, 2014
President's Day	Monday, February 17, 2014
Memorial Day	Monday, May 26, 2014

PWI will be observing the holidays listed above.

Hank Levien

Signature on File

Sonia Vazquez - Group Services Manager

6/3/13

Date

Signature on File

Dalinda Rodriguez - Director

Date

6/3/13

Date



AGENDA ITEM NO. 2.5

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER *AB*
MEETING DATE: JUNE 19, 2013
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES DEPARTMENT *KV*
SUBJECT: RESOLUTION NO. 2013-7345 ADJUSTING THE FY 2012-13
BUDGET TO ACCOUNT FOR THE WASTEWATER (SEWER)
FUND PORTION OF THE CALPERS SIDE FUND MISC PLAN

BACKGROUND:

On May 15, 2013 the City Council adopted Resolution 2013-7333 authorizing the establishment of a CalPERS Side Fund to reduce the City's actuarial unfunded pension liability. The resolution amended the FY 2012-13 General Fund budget by authorizing \$1,000,000 from General Fund reserves for the payment to CalPERS for the establishment of the Side Fund. The City of Imperial Beach has three Tier One CalPERS pension plans: Miscellaneous, Safety-Fire, and Safety-Lifeguards. The Side Fund creation requires payments to each of the three plans. The total \$1,000,000 payment was split based on the three pension plans' proportional unfunded liability, or \$630,000 to Miscellaneous Plan, \$350,000 to Safety-Fire Plan, and \$20,000 to Safety-Lifeguard Plan.

DISCUSSION:

Based on additional analysis, an adjustment is recommended to the FY 2012-13 budgets of the General Fund and Wastewater (Sewer) Enterprise Fund to properly reflect the Side Fund costs of the Wastewater (Sewer) fund employees participating in the CalPERS Miscellaneous Plan and benefitting from the creation of the Side Fund. There are five City Wastewater (Sewer) Fund employees participating in the CalPERS Miscellaneous Plan, whose costs are entirely recorded in the Wastewater (Sewer) Enterprise Fund, and not the General Fund. In order to properly account for these costs and comply with GAAP, the budgets of these two funds are recommended to be amended.

The total FY 2013-14 estimated payroll costs of the five Wastewater (Sewer) Enterprise Fund employees represents 9.47% of the CalPERS Miscellaneous Plan estimated payroll. Staff recommends that 9.47% of the \$630,000 Miscellaneous Plan Side Fund payment, or \$59,692, be paid from the Sewer Fund rather than the General Fund. The recommendation reduces the General Fund FY 2012-13 expenditures by \$59,692 and increases the Wastewater (Sewer) Enterprise Fund expenditures by \$59,692.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Fiscal impact of Staff recommendation reduces the FY 2012-13 General Fund budget (101-1920-419-11-01) by \$59,692 and increases the Wastewater (Sewer) Enterprise Fund budget (601-5060-436-11-01) by \$59,692.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2013-7345 amending the General Fund and Wastewater (Sewer) Fund budgets to properly reflect the costs of the CalPERS Miscellaneous Plan Side Fund creation, according to GAAP.

CITY MANAGER'S RECOMMENDATION

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7345

RESOLUTION NO. 2013-7345

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING THE GENERAL FUND AND WASTEWATER (SEWER) FUND APPROPRIATIONS FOR FISCAL YEAR 2012-13 RELATED TO THE CALPERS RETIREMENT MISCELLANEOUS PLAN SIDE FUND

WHEREAS, on May 15th, 2013 the City Council adopted Resolution 2013-7333 amending the FY 2012-13 General Fund budget by \$1,000,000 for the purpose of creating a CalPERS Retirement side fund in order to reduce the City's unfunded pension liability, and

WHEREAS, the City's Wastewater (Sewer) Enterprise Fund personnel costs represent 9.47% of the total estimated personnel costs of City employees participating in the CalPERS Retirement Miscellaneous Plan; and

WHEREAS, general accepted accounting principles require that the costs associated with an enterprise fund be reflected in said fund, and

WHEREAS, the Wastewater (Sewer) Enterprise Fund has sufficient net assets and resources to accommodate the payment towards a side fund in order to reduce the unfunded pension liability of its employees.

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

1. That the budget for the City of Imperial Beach General Fund for Fiscal Year 2012-13 hereby be reduced by \$59,692 and the Wastewater (Sewer) Enterprise Fund hereby be increased by \$59,692 for the purpose of creating a CalPERS side fund in order to reduce the City's unfunded pension liability of its Miscellaneous Plan;

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:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *AB*

MEETING DATE: JUNE 19, 2013

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

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-7344 APPROVING
POSITION DESCRIPTION OF SENIOR PLANNER AND TO
AMEND THE FY 2011/13 CITY'S SALARY & COMPENSATION
PLAN

BACKGROUND:

Pursuant to the Imperial Beach Municipal Code (IBMC) and City Personnel Rules, the City Manager is authorized to administer the City's personnel system and amend the City's Salary & Classification Plan due to operational necessity.

DISCUSSION:

The City Manager maintains the authority under Ordinance No. 41 and under current adopted City Personnel Rules to establish or revise appointive staff and City employee positions as business and operational necessity requires which are then subsequently approved by the City Council. All classifications are subject to modification due to changes in departmental organization, professional expertise and knowledge, budgetary limitations, area size and population growth of the community, and administrative direction. Specifications are reviewed and periodically updated to assure the validity of each class specification, for compliance with all applicable federal or state labor laws, preparation of competitive examinations and during employee labor relations discussions.

The current and proposed projects as well as the on-going level of workload in the Planning Department establishes the need for a Senior Planner position to provide a broader range of professional planner positions to assist in recruiting and filling the department's current needs. The establishment of a Senior Planner position in the Planning Department will facilitate the efficiency and effectiveness of the organization in dealing with the public and responding to many and varied requirements.

In other cities, the comparable monthly salary for the position of Senior Planner ranges from \$5,953 to \$7,408 per month. Staff recommends that the monthly salary range for the Senior Planner be set at (Range 61) \$4,917 to \$6,280 per month. At the top of this salary band, total compensation for this position, including benefits, will cost the City approximately \$104,018 per year.

Based on the duties of the position and study of similar job classifications/positions in other cities, staff has prepared the attached job description which properly describes the duties of the proposed job classification and is more appropriately identified as a Senior Planner.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The existing proposed FY 2013/15 City Operations Budget contains sufficient fiscal appropriations for the Senior Planner services.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopts Resolution No. 2013-7344 approving position description of Senior Planner and to amend the FY 2011/13 City's Salary & Compensation Plan.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7344
2. Senior Planner Job Description

RESOLUTION NO. 2013-7344

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING POSITION DESCRIPTION OF SENIOR PLANNER AND TO AMEND THE FY 2011/13 CITY'S SALARY & COMPENSATION PLAN

WHEREAS, the provisions of Ordinance No. 41 of the City of Imperial Beach provides that the compensation of appointive officers and employees of the City of Imperial Beach may be amended by the City Council of said City from time to time by resolution; and

WHEREAS, the current and proposed projects as well as the on-going level of workload in the Planning Department establishes the need for a Senior Planner position to provide a broader range of professional planner positions to assist in recruiting and filling the department's current needs; and

WHEREAS, the establishment of a Senior Planner position in the Planning Department will facilitate the efficiency and effectiveness of the organization in dealing with the public and responding to many and varied requirements; and

WHEREAS, the job position description for the Senior Planner properly describes the duties of that position.

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

1. The above recitations are true and correct.
2. Approve the job description for Senior Planner.
3. Amend FY 2011/13 Salary & Compensation Plan and establishing the salary range at \$4,917 to \$6,280 per month for the Senior Planner classification.

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:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

**City of Imperial Beach
POSITION DESCRIPTION**

Title:	Senior Planner	Job Number: 7040
Department:	Community Development	Workers' Comp Number: 8810
Division:	Planning	Union: SEIU
Date:	June 19, 2013	Salary: \$4917 - \$6280

GENERAL PURPOSE

Under administrative direction, to perform complex and advanced professional duties and responsibilities supporting the City's planning functions; assume project responsibility for complex planning projects; ensure project compliance with a wide variety of local, State and Federal requirements; provide assistance in interpreting, analyzing, and complying with environmental policies, rules and regulations; serve as liaison with City departments, external agencies, commissions, the business community and the general public on the City's general plan provisions, land use policies, zoning regulations and community development goals and objectives; provide highly responsible and complex administrative support to the City Planner and Director of Community Development; assist other professional departmental staff on more complex projects; and perform a variety of professional tasks in support of assigned area of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the City Planner and the Director of Community Development.

Exercises supervision over professional, technical, and clerical staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Serve as project manager on complex planning projects.
- Serve as a liaison to City staff, developers, engineers, architects, consultants, property owners, the general public, and external agencies on proposed development projects; develop project timelines and set priorities; assign work tasks, monitor work flow, and oversee the services of consultant staff.
- Respond to issues and questions from the City Council, City Manager, Planning Commission, business community, and the general public.
- Serve as a facilitator and advisor on assigned planning projects; conduct meetings to interpret, explain, and communicate the City's planning, land use, environmental, general plan and zoning requirements, guidelines, standards and regulations.

- Manage permit processing and development review procedures for the City, including staff representation for advisory Boards and Commissions and City Council; review and recommend changes to procedures to reflect local policies and changes in State or Federal regulations.
- Analyze and recommend action on applications for zone changes, variances, conditional use permits, and other planning matters including populations, housing, transportation, land use, economic studies, and growth management.
- Administer local zoning, subdivision, code enforcement and land use and development regulations for the City, including interpretation and application of local ordinances and development of implementation policies and procedures; respond to and resolve difficult and sensitive citizen inquiries and/or complaints.
- Prepare and administer concepts and revisions to planning and zoning regulations, municipal code, General Plan, and Local Coastal Program.
- Direct, coordinate and review the work plan for assigned professional planning services and activities; prepare requests for proposal; evaluate and assist in the selection of consultants; assign tasks and projects; monitor work flow; review and evaluate work products, methods and procedures, and ensure compliance with contractual obligations and approved budgets.
- Review and prepare environmental documentation; prepare a variety of business, technical, and statistical correspondence in support of the development process including staff reports, briefs, contracts, agreements, memoranda, meeting agendas and related documents.
- Coordinate and supervise field analysis and inspections.
- Utilize specialized software applications or geographic information systems to develop and design maps, charts, and graphics.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of current and advanced planning.
- Perform related duties and responsibilities as required.

DESIRED MINIMUM QUALIFICATIONS

To perform a job in this classification, an individual must be able to perform the essential duties as generally described in this specification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties in this specification. The requirements listed below are representative of the knowledge, skills and/or abilities required.

Knowledge of

Principles and practices of urban planning, zoning, development, and environmental review; City development review procedures and requirements; Practices of researching planning issues, evaluating alternatives, making sound recommendations and preparing and presenting effective staff reports, ordinances, or resolutions; Research methods and sources of information related to municipal planning, urban growth, and

development; Methods and techniques of effective technical report preparation and presentation; Methods and techniques of eliciting community participation in planning and development issues; Principles of supervision and training; Pertinent Federal, State and local laws, codes and regulations; Modern office procedures, methods, and equipment including computers and supporting software applications.

Ability to

Perform professional level planning duties in the development, implementation, and modification of City plans and regulations; Prepare and analyze planning studies and communicate findings of these studies in an understandable manner verbally, visually and in written reports; Identify and suggest needed changes to City codes, standards, and procedures; Interpret, analyze, apply, implement, and explain pertinent Federal, State, and local laws, codes, and regulations including City codes and departmental policies and administrative directives; Analyze projects and potential projects for consistency with planning regulations, general planning principles, and architectural quality; Supervise, train, and evaluate assigned staff; Provide staff support to assigned commissions or committees; Prepare and analyze technical and administrative reports, statements, and correspondence; Identify options and make recommendations and decisions based on City standards, California land use, planning and environmental law, and sound planning principles; Read and understand architectural drawings and maps; Communicate clearly and concisely, both orally and in writing; Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Any combination equivalent to education and experience that would likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education

A Bachelor's degree from an accredited college or university in urban planning, planning, architecture, business administration, public administration, or closely related field of study; and

Training and Experience

Four (4) years of professional level experience in urban planning involving city and/or regional planning work including one year of supervisory or lead responsibility. A Master's Degree in a related field may be substituted for one (1) year of required experience that provides a generalist background. Experience in public sector is highly desirable.

Licensing Requirements

Possession of a valid "C" California driver's license with a satisfactory driving record.

WORK AND PHYSICAL ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment

Standard office setting; on an intermittent basis sit at desk for long periods of time; exposure to computer screens; public and staff contact and interaction; work is frequently disrupted by the need to respond to in-person and telephone inquiries; incumbents may be required to work extended hours including evenings and weekends.

Physical

Primary functions require sufficient physical ability to work in an office setting and operate office equipment; continuous sitting and upward and downward flexion of neck; fine finger dexterity; light to moderate finger pressure to manipulate keyboard, equipment controls, and office equipment; pinch grasp to manipulate writing utensils; frequent side-to-side turning of neck, walking, standing, bending, stooping, pushing/pulling, and twisting at waist; moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards; occasional squatting, kneeling, and reaching above and at shoulder height; moderate grasp to manipulate reference books and manuals; lifting objects weighing 20-35 lbs. from below waist to above shoulders and transporting distances up to 50 feet; may require occasional attendance at off-site trainings, job fairs, and seminars; operate a motor vehicle; may be required to travel outside City boundaries to attend meetings.

Vision

See in the normal visual range with or without correction; vision sufficient to read computer screens, maps, blueprints and printed documents and to operate equipment.

Hearing

Hear in the normal audio range with or without correction.

TOOLS AND EQUIPMENT

Basic office equipment, including office telephone, personal computer, printer, ten-key calculator, facsimile, copier, and postage machine.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interview, reference check, and job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
City Manager

Approval: _____
Personnel Administrator

Resolution No. 2013-7344

Effective Date: June 19, 2013



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: JUNE 19, 2013

ORIGINATING DEPT.: PUBLIC SAFETY *JC*

SUBJECT: RESOLUTION NO. 2013-7352 APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIFTH AMENDMENT TO AN AGREEMENT FOR ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS BETWEEN SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) AND THE CITY OF IMPERIAL BEACH

BACKGROUND:

Metropolitan Transit System (MTS) has regulated taxicabs in Imperial Beach since July 1, 1990 and the City's current agreement with MTS ends on June 30, 2013.

DISCUSSION:

MTS has provided satisfactory regulatory management of taxis and other for-hire vehicles and has thus relieved the City of regulatory duties. Staff would like to continue the current relationship with MTS through June 30, 2014.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

No impact; continues to save City staff time that might otherwise be spent on regulating taxis. Regulatory costs are covered by taxis and other for-hire vehicles.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2013-7352 approving and authorizing the city manager to enter into a fifth amendment to an agreement for administration of taxicab and other for-hire vehicle regulations between San Diego Metropolitan Transit System (MTS) and the City of Imperial Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7352
2. Fifth amendment to agreement for administration of taxicab and other for-hire vehicle regulations between San Diego Metropolitan Transit System (MTS) and the City of Imperial Beach.

RESOLUTION NO. 2013-7352

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AND AUTHORIZING A FIFTH AMENDMENT TO AN AGREEMENT FOR ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS BETWEEN SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) AND THE CITY OF IMPERIAL BEACH

WHEREAS, MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction; and

WHEREAS, the City of Imperial Beach is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC; and

WHEREAS, the City of Imperial Beach regulated taxicab and other for-hire vehicles in accordance with the Imperial Beach Municipal Code, Chapter 4.44; and

WHEREAS, the City of Imperial Beach desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services within the City"; and

WHEREAS, The City of Imperial Beach and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008 through June 30, 2013; and

WHEREAS, the City of Imperial Beach and MTS now desire to enter into an agreement to extend the period from July 1, 2013, through June 30, 2014.

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

1. That the City Manager is hereby authorized to enter into a fifth amendment to an agreement for administration of taxicab and other for-hire vehicle regulations between San Diego Metropolitan Transit System (MTS) and 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 19th day of June 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

MTS Doc. No. T0048.5-90
TAXI 590.5 (IMPERIAL BEACH)

**FIFTH AMENDMENT TO AGREEMENT FOR
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS
BETWEEN
SAN DIEGO METROPOLITAN TRANSIT SYSTEM
AND
CITY OF IMPERIAL BEACH**

THIS AGREEMENT is entered into by and between the City of Imperial Beach, a municipal corporation, 825 Imperial Beach Boulevard, Imperial Beach, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

RECITALS

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the Imperial Beach Municipal Code, Chapter 4.44;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City";
- E. CITY and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013;
- F. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2013, through June 30, 2014; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies, and regulations as in effect on July 1, 2013, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of July 1, 2013, through June 30, 2014, pursuant to PUC Section 120266.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation, and to provide for reimbursable staff and legal support services.

IN WITNESS THEREOF, this fifth amendment to the agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. _____, and by MTS acting through its Chief Executive Officer.

Dated this _____ day of _____, 2013.

THE CITY OF IMPERIAL BEACH

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
Signature on File

City Manager

Paul C. Jablonski
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

City Attorney

Office of the General Counsel

Date: _____

Date: _____

Attest: _____

DSundh/Taxicab
AMENDMENT-5.CITY OF IMPERIAL BEACH
5.31.13



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: JUNE 19, 2013

ORIGINATING DEPT.: PUBLIC WORKS *HAL*

SUBJECT: RESOLUTION NO. 2013-7349 AUTHORIZING THE CITY OF IMPERIAL BEACH TO RECEIVE CLEANUP AND ABATEMENT ACCOUNT GRANT FUNDS FOR A PROJECT IN THE TIJUANA RIVER WATERSHED FOR THE DETECTION, MAPPING, AND COMMUNICATION OF SOLID WASTE POLLUTION SOURCES

BACKGROUND:

In 2010/11 the City administered the Los Laurels Trash Tracking Study funded by the State Water Resources Control Board's (SWRCB) Cleanup and Abatement Account. SWRCB granted \$15,000 for this Study. The work on the Los Laureles Study was completed by Oscar Romo from UCSD and Alpha Forma LLC. This Study brought bi-national attention to the problem of illegal trash dump sites in Los Laureles Canyon and helped facilitate important policy actions on solid waste management in Tijuana. The results of the Study generated public awareness in Tijuana on the presence of illegal trash dumps along border canyons. This led to the investment of \$112,500 (USD) by SEMARNAT (Mexico EPA) for Los Laureles Canyon that funded trash cleanups, native vegetation restoration, and enhancements to the Border 2012 Park. The City of Tijuana also invested another \$850,000 (USD) for the removal of 171 clandestine dumpsites from the canyons that drain to the Tijuana River Valley.

Due to the success of the Los Laureles Study, the SWRCB would like to fund additional work for Oscar Romo and Alpha Forma LLC to expand their work on managing solid waste into Los Sauces (Yogurt Canyon) and Matatdero (Smuggler's Gulch Canyon). The SWRCB will provide an additional \$40,000 from the Cleanup and Abatement Account fund, which includes \$4,000 for the City to administer the grant.

DISCUSSION:

The purpose of this new project is to produce a comprehensive record of dump sites in Tijuana that pollute the receiving waters in the Tijuana River Valley. This record will serve as a technical implementation tool that will be used to affect policy change toward the eventual eradication of illegal dumping practices in Tijuana; thereby reducing the volume of solid waste that impairs and endangers valuable natural and cultural resources in the Tijuana River Valley. The research strategy for this project includes direct observation in the field and GIS spatial analysis of dumpsite locations, including the geography and hydrology of coastal canyons. Data collected will be shared with stakeholders and decision makers on both sides of the U.S.-Mexico international border. This project was designed in accordance with the implementation component of the Tijuana River Valley Recovery Strategy and builds upon the results of Alpha Forma's 2010-2011 Trash-Tracking Study conducted in the Los Laureles/Goat Canyon for the City of Imperial Beach.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The SWRCB will provide \$40,000 from the Cleanup and Abatement Account fund which includes \$4,000 to the City for grant administration.

DEPARTMENT RECOMMENDATION:

1. Authorizes the Public Works Director to partner with Oscar Romo at UCSD and Alpha Forma LLC to implement the State Water Resources Control Board's grant funded project for the Detection, Mapping, and Communication of Solid Waste Pollution Sources in the Tijuana River Valley.
2. Authorize the Public Works Director to sign an agreement with the SWRCB to receive \$40,000 in Cleanup and Abatement Account grant funds for the Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley
3. Adopt Resolution 2013-7349

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7349
2. Scope of Work
3. Draft Agreement NO. 13-404-550 [C/A 363] with the SWRCB

RESOLUTION NO. 2013-7349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY TO RECEIVE CLEANUP AND ABATEMENT ACCOUNT FUNDS FOR A PROJECT IN THE TIJUANA RIVER WATERSHED FOR THE DETECTION, MAPPING, AND COMMUNICATION OF SOLID WASTE POLLUTION SOURCES

WHEREAS, the Tijuana River Valley is increasingly threatened by storm water flows that contain trash and high concentrations of other urban, agricultural and industrial pollutants carried from Mexico by the Tijuana River and its tributaries; and

WHEREAS, the City administered the Los Laurels Trash Tracking Study completed in 2011 funded by the State Water Resources Control Board's (SWRCB) Cleanup and Abatement Account; and

WHEREAS, the work on the Los Laureles Trash Tracking Study was completed by Oscar Romo from UCSD and Alpha Forma LLC which brought bi-national attention to the problem of illegal trash dump sites in Los Laureles Canyon and helped facilitate important policy actions on solid waste management in Tijuana; and

WHEREAS, the State Water Resources Control Board would like to build upon the success of the Los Laurels Trash Tracking Study and continue solid waste management efforts into Los Sauces (Yogurt Canyon) and Matadero (Sumugger's Gulch); and

WHEREAS, the State Water Resource Control Board will provide a \$40,000 grant from the Cleanup and Abatement Account fund for these efforts.

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 authorizes the Public Works Director to partner with Oscar Romo at UCSD and Alpha Forma LLC to administer the State Water Resources Control Board's grant funded project for the Detection, Mapping, and Communication of Solid Waste Pollution Sources in the Tijuana River Valley.
3. The Public Works Director is authorized to sign an agreement with the SWRCB to receive \$40,000 in Cleanup and Abatement Account grant funds for the Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley

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:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

Submitted by: Alpha Forma, LLC on behalf of the City of Imperial Beach
 Submitted to: Dave Gibson, SDRWQCB
 Project Title: Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley
 Date: December 6, 2012 *(revised on March 7, 2013 based on SDRWQCB input)*

I. PROJECT SUMMARY

Agency: City of Imperial Beach Public Works Department
 Contractor: Alpha Forma, LLC
 Lead Investigator: Oscar Romo
 Project title: Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley
 Site Location: San Diego County, Tijuana River Watershed
 Tijuana River Valley flood plain (located in the lower Tijuana River Valley/U.S.) and the Tijuana River Valley Flood Control Zone
 State Senate District number 40
 State Assembly District number 79
 Congressional District number 51
 Start Date: April 1, 2013
 Water Resource: Tijuana River Valley Floodplain

Project Scope:

The Tijuana River Valley is increasingly threatened by storm water flows that contain trash and high concentrations of other urban, agricultural and industrial pollutants carried from Mexico by the Tijuana River and its tributaries. Additionally, the alluvial soils of the Tijuana River Watershed are highly susceptible to erosion, especially when disturbed. Due to urbanization, even moderate storms can bring significant flows of trash and sediment downstream. As storm water flows to the ocean, the intermixed sediment, trash and other debris are deposited in channels, among vegetation in the Valley floodplain and in the Tijuana River Estuary. The interaction of sediment and trash deposits severely threatens water quality and other resources in the region. Millions of dollars are diverted annually to the clean-up of trash and sediment, but a more sustainable solution is to address the problem at its source.

The purpose of this project is to implement a strategy for the reduction of solid waste pollution sources in Tijuana, Mexico that threaten water quality, affecting human life and aquatic plant and animal life in the Tijuana River Valley; this includes the National Estuarine Research Reserve (TRNRR) located in Imperial Beach. The reserve encompasses beach, dune, mud flat, salt marsh, riparian, coastal sage and upland habitats and is home to eight threatened and endangered

species, including the Light-footed clapper rail, California least tern, Least Bell's vireo, salt marsh bird's beak, cordgrass, white and brown pelicans, and numerous shorebirds.

Project tasks include:

1. Produce Comprehensive Record of Uncontrolled Open Dump Sites that drain into the Tijuana River Valley Flood Plain

- Field Observations: Team headed by Lead Investigator, Oscar Romo will scout and record locations and attributes of illegal open dumpsites that drain trash into the Tijuana River Valley
- GIS mapping of dumpsites in Los Sauces/Yogurt and Matadero/Smuggler's Gulch Canyons
- Create database of dumpsite attributes

2. Coordinate and Host Community Outreach & Public Agency Meetings

- Publish and distribute maps and reports to stakeholders and decision makers
- Address issue of trash problem with municipal agencies
- Discuss alternatives to illegal dumping and BMP's with community members

3. Facilitate Implementation of Public Policies

- Host meetings with municipal agencies
- Share information with community
- Provide solutions
- Advise agencies on policy development
- Public presentations (Border 2020, TRVRT Quarterly Workshops)
- Media coverage

Project Period:	6 months
Permits:	Local Access Agreement
Funding request:	\$40,000
Overall Project Cost:	\$50,000
Partner Support:	SEMARNAT DAU IMPLAN SPA

II. PROJECT NARRATIVE

A. Importance and Applicability of Proposal

The purpose of this project is to produce a comprehensive record of Tijuana, B.C. dumpsites that pollute the receiving waters of San Diego County's Tijuana River Valley. This record will serve as a technical implementation tool that will be used to affect policy change toward the eventual eradication of illegal dumping practices in Tijuana; thereby reducing the volume of solid waste that impairs and endangers

valuable natural and cultural resources in south-west San Diego County. The research strategy for this project includes direct observation in the field and GIS spatial analysis of dumpsite locations and geography and hydrology of coastal canyons. Data collected will be shared with stakeholders and decision makers on both sides of the U.S.-Mexico international border during the community outreach and policy implementation phases of the work plan. This project was designed in accordance with the implementation component of the *Tijuana River Valley Recovery Strategy* and builds upon the results of Alpha Forma's *2010-2011 Trash-Tracking Study* conducted in the Los Laureles/Goat Canyon for the City of Imperial Beach; this research led to the closure of 171 illegal open dumpsites in Tijuana in 2011.

The Tijuana River Watershed, (a category I impaired watershed), covers 1,750 sq. miles and is intersected by an international border. One-third of the watershed lies in California and two-thirds in Baja California (see watershed map appendix B). The watershed is a place of natural and cultural beauty that is threatened by unplanned urbanization, mechanisms of globalization and land-use changes that have created environmental disturbance in the region. Natural topography and hydrology of watershed sub-basins, located in Tijuana, facilitate the flow of trash from unmanaged open dumpsites; these dumpsites are a major source of land-based solid waste pollutants in our coastal watershed. The Tijuana River flows from Mexico into the Tijuana River Estuary in the U.S. and then into the Pacific Ocean; the water at the discharge point into the ocean contains some of the highest concentrations of trash, suspended solids, Cadmium, Copper, Nickel, Zinc, Lead and Polychlorinated Biphenyls measured in Southern California (*A Binational Vision for the Tijuana River Watershed*, SDSU, 2005). U.S. agencies are paralyzed by the absence of international regulatory agreements and the lack of jurisdictional authority to police cross-border flows of trash. This proposal outlines an innovative approach to storm water management that specifically addresses the problem of trash flows originating from unmanaged open dumpsites in Tijuana and provides implementable solutions and best management practices (BMP's) that will reduce the amount of pollutants discharged into the streams, riparian habitats, and coastal wetlands of the Tijuana River Valley.

During the 2010-2011 Storm Season, Alpha Forma, LLC conducted a pilot project to test the hypothesis that identification of non-point sources of solid waste in Tijuana would lessen the impact of trash flows into TRNERR acreage. Measurable results of this pilot included a one-third reduction in the amount of trash and sediment collected in the southern sediment basin at the Reserve (see appendix D letter of support from acting reserve manager Chris Peregrin dated 11/29/2011).

B. Technical Implementation/Scientific Merit

Current research on land-based sources of trash suggests that although Mexico has adopted environmental protection policies at the Federal level, a lack of local ordinances and policy enforcement contributes to persistent illegal waste disposal in border-region coastal canyons. As such, there is a fundamental need to produce a comprehensive record of the illegal trash issue as a necessary first-step in the development and implementation of local source control policies (*Border Planning in the San Diego-Tijuana Region*, Oscar Sosa. 2008).

Implementation Plan:

1. Produce Comprehensive Record of Uncontrolled Open Dump Sites (months 1-3)*
 - Field Observations: Team headed by Lead Investigator, Oscar Romo and Research Assistant, Jennifer Hazard will scout and record locations and attributes of illegal open dumpsites that drain trash into the Tijuana River Estuary and Reserve to include:

- a) Los Sauces/Yogurt Canyon (see map Appendix C)
 - b) Matadero/Smuggler's Gulch Canyon (see map Appendix C)
- Create maps and database of dumpsite attributes to include:

Geo-location	Trash attributes (ex: industrial, commercial, household, hospital)
Land-use	Estimated volumes
Soil conditions	
Siting and drainage	
- 2. Coordinate and host community Outreach & public agency meetings (months 4-6)
 - Publish and distribute maps and reports to stakeholders and decision makers
 - Share trash issue and research findings with media
 - Discuss alternatives to illegal dumping and best management practices (BMP's) with community members
 - Target audience to include:
 - Chamber of Commerce
 - Chamber of Industry
 - Economic Development Agency
 - Media
 - Private and Public Entities
- 3. Facilitate Implementation of Public Policies (months 3-6)
 - Host government agency meetings (State and local officials)
 - Share information
 - Provide solutions
 - Provide advice to facilitate policy development

**no permits are required for this effort; however, Alpha Forma has obtained an agreement to access the project area.*

Technical Basis:

Source Reduction Goals for the following municipal storm water National Pollutant Discharge Elimination System Permit (MS4) provides the technical basis for this project:
 California Regional Water Quality Control Board, San Diego Region - San Diego Municipal Storm Water Permit Order No. R9-2007-0001 - *Receiving Waters and Urban Runoff Monitoring and Reporting Program*

MS4 source reduction goals were utilized as a guide in the development of proposed project activities:
 Permit Goal 4: Characterize urban runoff discharges
 Permit Goal 5: Identify sources of specific pollutants;
 Permit Goal 6. Prioritize drainage and sub-drainage areas that need management actions;
 Permit Goal 7: Detect and eliminate illicit discharges and illicit connections to the MS4

In addition, our expected results address the following core management questions as outlined in the *Receiving Waters and Urban Runoff Monitoring and Reporting Program*:

- What is the relative urban runoff contribution to the receiving water problem(s)?
- What are the sources of urban runoff that contribute to receiving water problem(s)?

The Tijuana River Watershed Urban Runoff Management Program (WURMP) has been established by the Co-permittees to plan and implement activities in order to ensure compliance with the waste discharge requirements of the Municipal Storm Water Permit of 2007-01 (Municipal Permit) and reduce the impacts of urban activity on receiving water quality within the watershed. No TMDL's have been established for the Tijuana River; therefore, the WURMP has established an "Effectiveness Assessment" scale to measure outcomes. Outcome levels addressed by proposed project activities are as follows:

Outcome Level 2 - Changes in Attitudes, Knowledge, and Awareness – Level 2 outcomes are measured as increases in knowledge and awareness among target audiences such as residents, businesses, and municipal employees.

Outcome Level 3 - Behavioral Change– Level 3 outcomes measure the effectiveness of activities in affecting behavioral change and BMP implementation.

Outcome Level 4 - Load Reductions – Level 4 outcomes measure load reductions which quantify changes in the amounts of pollutants associated with specific sources before and after a control measure is employed.

Outcome Level 5 - Changes in Urban Runoff and Discharge Quality – Level 5 outcomes are measured as changes in one or more specific constituents or stressors in discharges into or from MS4s.

Outcome Level 6 - Changes in Receiving Water Quality – Level 6 outcomes measure changes to receiving water quality resulting from discharges into and from MS4s.

To access full version of MS4 go to:

http://www.swrcb.ca.gov/water_issues/programs/stormwater/docs/phase1r9_2007_0001.pdf
(attachment)

Measurable Results:

Outputs:

- 2 Tijuana drainage basins mapped and recorded
- 8 community outreach/public agency meetings held
- 6 Tijuana dumpsites closed - *based on past performance:*
<http://www.tijuanahoy.com.mx/2011/10/13/remueve-ayuntamiento-171-tiraderos-clandestinos/>
- 1 policy or local ordinance implemented in Tijuana to enforce illegal dumping practices in the Tijuana River Watershed
- 3 best management practices (BMP's) implemented to reduce trash inputs to watershed

Outcomes:

- Comprehensive record of illegal dumpsites that drain trash into Tijuana River Valley Floodplain
- Non-point sources of waste flows identified
- Policy makers are educated on issue of illegal dumpsites and are equipped with solutions
- Substantial reduction in trash discharged to coastal streams as a result of collaborative partnerships

- Measurable amounts of trash and debris prevented from entering TRNERR as result of source reduction policies (*1/3 reduction in volume anticipated based on previous results*)
- Capacity building at the local level to address nonpoint sources of trash from entering the watershed
- Measurable volume of trash reduced from business and industry commitments against illegal dumping
- Trash volume reduced as a result of behavioral changes towards proper waste disposal
- Anticipated funding from Mexico to address source control and pollution of receiving waters in San Diego County (*based on past performance*)

C. Previous Success

Storm Season 2010-2011:

Trans-border Trash Tracking Study Funding Agencies: City of Imperial Beach; State Water Resources Control Board and NOAA Coastal Storms

- ❖ 75 dumpsites recorded and mapped in the 4.6 square mile Los Laureles Canyon
- ❖ Gained cooperation of Tijuana's Secretaries of Social and Urban Development
- ❖ Media attention to illegal waste disposal in Tijuana
- ❖ Participation of local residents in area clean-ups
- ❖ Less trash in TRNERR sediment basin
- ❖ 2010: \$50,000 (U.S.) temporary employment grant from SEMARNAT (Federal EPA Mexico). The task was the realignment of the creek, trash removal and cobble stone surfaces. 1.25 mile clean-up, 2,000 native plants planted. 406 tons of trash removed.
- ❖ 2010: \$35,000 (U.S.) temporary employment grant from SEMARNAT. Project resulted in 38,000 sq. meters of re-vegetation and 294 tons of trash removal. Native plants acquired through Coastal Conservancy funding were planted.
- ❖ 2011: \$27,500 (U.S.) temporary employment grant from SEMARNAT. 35 community residents produced pervious pavers to cover 3,000 sq. meters of surface walkways and roads within the Border 2012 Park. Creation of 20,000 eco-bricks made from plastic water bottles removed from dump sites within the Los Laureles sub-basin. Improvements to the soccer field which removed and retained 4,000 waste tires from the sub-basin.
- ❖ \$850,000 (U.S.) from Tijuana Mayor Carlos Bustamante, allocated for Public Works' clean-ups in Tijuana canyon sub-basins that drain directly into the Tijuana River Valley. For details please refer to Tijuana Hoy news article: "Remueve Ayuntamiento 171 tiraderos clandestinos" (Removal of 171 Clandestine Dumpsites) <http://www.tijuanahoy.com.mx/2011/10/13/remueve-ayuntamiento-171-tiraderos-clandestinos/>

D. Past Media Attention to Trash Issue

KUSI News:

“Getting Control of Border Pollution”

<http://www.kusi.com/story/14159179/getting-control-of-border-pollution>

San Diego Union Tribune:

“Blue Bottles show Tijuana Garbage Trails”

<http://www.signonsandiego.com/news/2011/feb/22/blue-bottles-show-tijuana-garbage-trails/>

“Using Trash to Track Tijuana’s Trash”

<http://www.signonsandiego.com/news/2011/feb/13/tracking-trash-trash/>

Mexico’s National Public Radio (IMER) 102.5 FM (Mar Sin Fronteras):

Oscar Romo hosts this one hour environmental information talk show “Oceans without Borders” every Monday morning at 10:00am Alpha Forma will have access to this excellent media resource for the length of the project. Link: <http://tunein.com/radio/FUSION-IMER-1025-s68035/>

San Diego City Beat:

“Trash Man”

<http://www.sdcitybeat.com/sandiego/article-8694-the-trash-man.html>

Woodrow Wilson International Center for Scholars:

Alpha Forma’s 2010-2011 trash tracking project was nominated as one of the top 12 success stories in U.S.-Mexico Collaboration for 2011 and our findings were published in “Our Shared Borders” January 2012.

<http://www.wilsoncenter.org/publication/our-shared-border-success-stories-us-mexico-collaboration>

E. Overall Qualifications of Applicants:

Alpha Forma has a proven track record of promoting partnerships for conservation, successfully mobilizing communities for the purpose of improving infrastructure and public services, and creating binational working groups to address regional environmental concerns. By including decision-makers from both sides of the border in all phases of the project, the environmental outcomes of this project will be sustainable long after the project period concludes.

Alpha Forma focuses on human and environmental health challenges found in the San Diego-Tijuana area of the U.S.-Mexico border region, with an emphasis on conservation of the Tijuana River Valley, San Diego County wetlands, and Los Laureles Canyon sub-basin of Tijuana, Mexico. The organization promotes international partnerships to protect natural resources in the region and promotes healthy practices within communities so that they may become self-sustaining. Stakeholder participation on both sides of the border is encouraged in order to protect the ecological systems of the border region. Alpha Forma also addresses socioeconomic issues by promoting initiatives that reduce poverty, create jobs, and improve the general health of neighborhoods that lack sanitation and healthcare through educational outreach and community involvement in sustainable projects. Focusing on biodiversity and a watershed based approach to planning, Alta Terra’s projects address a multitude of issues that are essential to the health and maintenance of all communities and ecosystems along both sides of the international border.

Alpha Forma's mission is to lead in the restoration, protection, conservation and sustainable development of the Tijuana River Watershed through the design and implementation of innovative and effective educational outreach, scientific research, and infrastructure projects that promote healthy terrestrial and aquatic ecosystems. Alpha Forma's executive director, Oscar Romo, has thirty years of experience in developing successful approaches to solving environmental problems. The proposed activities of this project will fill gaps identified during the past 10 years of research conducted by Mr. Romo in the Tijuana River Watershed.

Project Leader Bios:

Oscar Romo, Alpha Forma Lead Investigator is a former United Nations diplomat who most recently served as the watershed coordinator at the Tijuana River National Estuarine Research Reserve (TRNERR) and currently teaches Sustainable Development and World Systems courses for the University of California San Diego's Urban Studies and Planning Program. Mr. Romo also serves as a delegate to the United Nations Commission on Sustainable Development, and chairs the U.S. EPA Border 2020 Water Task Force and the Tijuana River Recovery Team Bi-national Task Force. In Mexico, he is a member of the Border Environment Cooperation Commission, Baja California Task Force, the City of Tijuana Urban Planning and Ecology Sub-Committee, and serves as projects coordinator for the Los Laureles Watershed Council. Mr. Romo is also an advisor to the Baja California State Assembly and serves as a representative of Mexican environmental NGO's for the City of Tijuana. In April 2007, Romo was recognized as one of the Environmentalists of the Year by the U.S. Environmental Protection Agency, in 2009 received the Visionary Award from the Urban Land Institute, and in 2012 received the SD Coastkeeper "Runoff Rockstar" award. He received his academic credentials in Architecture from La Salle University in Mexico, Urban Studies and Social Housing from the Complutense University, the National Institute for Social Housing in Spain, and Environmental Sciences from La Salle University in Louisiana. Mr. Romo also holds a seat on the Los Laureles Watershed Council, charged with implementation of the Plan.

A tireless supporter and advocate of environmental projects on both sides of the Tijuana-San Diego border, Mr. Romo has spent the past decade working to make the Los Laureles sub-basin a healthier place. As a watershed coordinator and UCSD professor, he educates members of the regional community about watersheds, wetlands, sustainability and stewardship. He encourages student volunteers and local residents to participate in scientifically-based projects that improve canyon life, empower canyon residents and repair degraded ecosystems. Mr. Romo believes that local participation in sub-basin projects teaches residents that their actions have both consequences and benefits. In partnership with U.S. and Mexican Environmental Protection Agencies and the City of Tijuana, he has spearheaded sub-basin projects and studies such as:

- sustainable homebuilding
- pervious road paving
- sediment basin construction
- waste tire legislation
- community park design and construction
- community center design and construction
- creation of native plant nurseries
- canyon healthcare fairs
- environmental conservation workshops

- job training and temporary employment programs for canyon residents
- revalorization of trash into building materials
- sewage treatment plant design and construction
- retaining wall design and construction
- development and implementation of the *Partial Urban Improvement Plan*
- trash and sediment flow studies
- soil contamination studies
- community survey design and implementation

Jennifer Hazard assumed the position of research assistant for Alpha Forma after a series of diversified career experiences that involved an NOAA internship at TRNERR. Ms. Hazard’s most recent successes include completion of the *Los Laureles Canyon Trash Tracking Study* in Tijuana, Baja California, Mexico for the Tijuana River National Estuarine Research Reserve (funded by the California State Water Resources Control Board) and the *Building Assets through Community Mobilization Project* (funded by the Ford Foundation). Under these auspices Ms. Hazard worked with TRNERR’s Watershed Coordinator and Tijuana officials toward affecting policy change in environmental regulations and enforcement of waste management laws. She is currently working with the UCSD Superfund conducting soil sampling and monitoring and with the IRPS Center for U.S.-Mexico Studies designing a public health survey. Her work also includes serving as a member of Tijuana River Valley Recovery Team and sustainable development lecturer at UC San Diego.

Ms. Hazard was a NOAA Hollings Scholar at UC San Diego where she received her Bachelor’s degree in Urban Studies and Planning, *Summa Cum Laude*. Ms. Hazard’s goals for Alpha Forma are dedicated to improving bi-national advocacy for sustainable planning and development. Her focus is on diversity of involvement between administrative government and local users, and her work has resulted in noticeable regional awareness to the trash issue in Mexico. She is an advocate for workplace diversity believing strongly that a team of individuals with varying backgrounds and experiences promotes innovative solutions and adds relevance to programs and services provided to diverse communities.

F. Project Costs

Overall Project Cost: \$50,000

SDRWQCB Funding Request: \$40,000

Associated Tasks and Budget Justification:

Produce Comprehensive Record of Uncontrolled Open Dump Sites: \$30,000

- Field Observations
- Create maps and database of dumpsite attributes

Coordinate and host community Outreach & public agency meetings: \$5,000

- Publish and distribute maps and reports to stakeholders and decision makers
- Share trash issue and research findings with media
- Discuss alternatives to illegal dumping with community members

Facilitate Implementation of Public Policies: \$5,000

- Host government agency meetings (State and local officials)

- Share information
- Provide solutions
- Provide advice on policy development

Budget Detail:

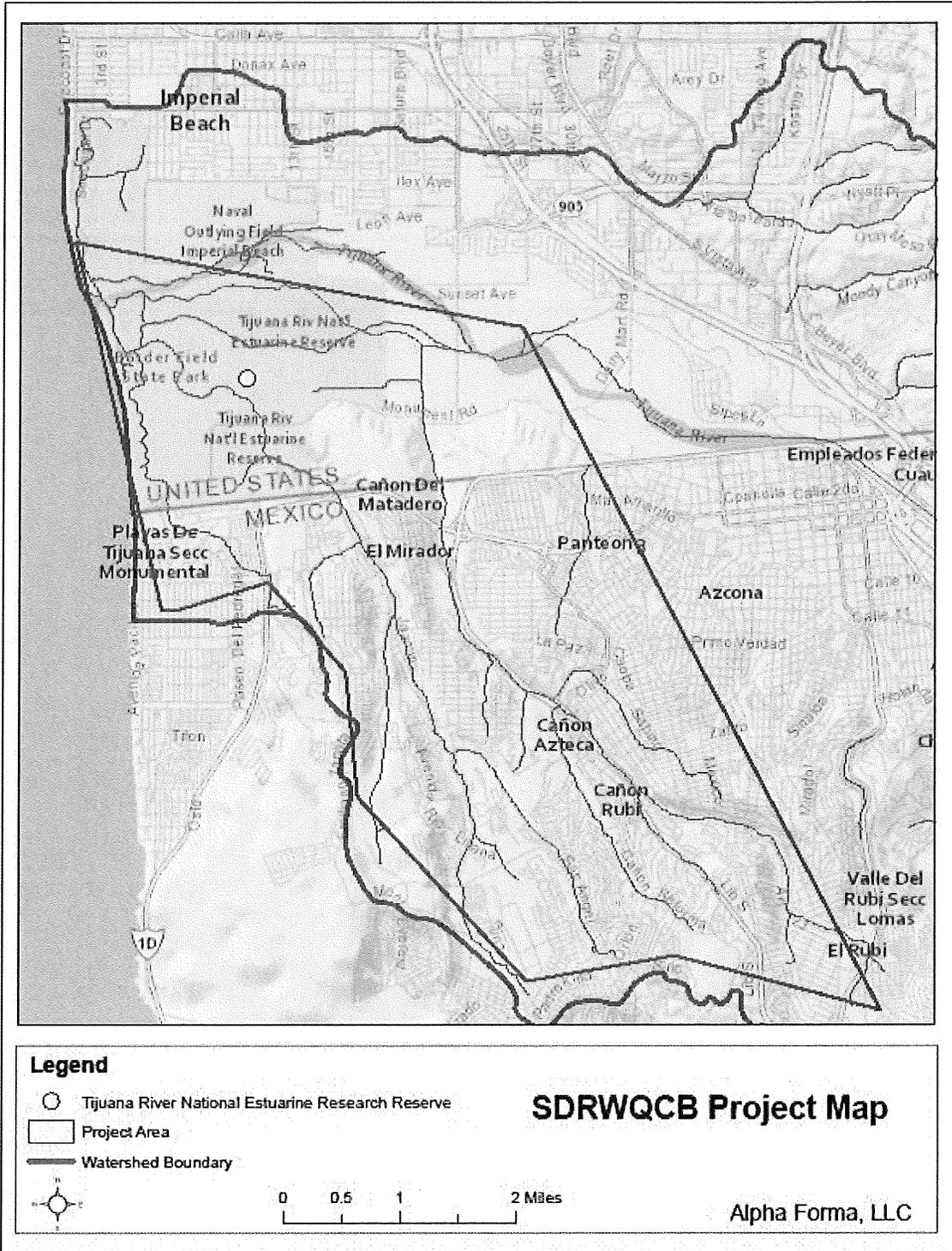
\$40,000 SDRWQCB Funding	*\$10,000 In-Kind Contribution Alpha Forma	
Principal Investigator, Oscar Romo \$50 per hour	480 hours	\$24,000
Research Assistant/GIS, Jennifer Hazard \$25 per hour	480 hours	\$12,000
Office Supplies & Printing		\$ 1,000*
Field Station Expenses (rent, electricity, maintenance, internet)		\$ 3,600*
Travel (gas for field vehicles)		\$ 1,200*
Field Equipment		\$ 4,200*
Grant Administration (10% City of Imperial Beach)		\$ 4,000
	Total Costs	\$50,000

Economic Cost Benefits to Community:

The City of Imperial Beach (I.B.) shares borders with Mexico, the Pacific Ocean, the City of Coronado, the San Diego Bay, and the City of San Diego. The City also shares two watersheds, (Otay River Watershed and Tijuana River Watershed), and encompasses a variety of unique and sensitive natural resources. The City has more available shoreline than do most other California coastal cities. Of the 17,600 feet of shoreline, approximately 12,000 feet or 68% is either publicly owned or has direct vertical or lateral access. This includes 6,000 linear feet of sandy beach owned fee simple by the State of California within the Borderfield State Park in the extreme southwest corner of the City (City of Imperial Beach, General Plan. October, 2010). Shared borders, shared watersheds, and shared natural resources, such as the coastal habitats within the Tijuana River National Estuarine Research Reserve (TRNERR), neighboring salt ponds, San Diego Bay, and Pacific coastline create a unique opportunity for eco-tourism that is threatened by trash flows from Mexico.

The city's geographic location, at the lowest northwestern corner of the Tijuana River Watershed, coupled with its flat topography (20 feet above sea level) causes drainage from multiple municipalities to pass through I.B. before reaching the Pacific Ocean. The primary source of solid waste and waste water flows, that cause an average of 80 beach closures per year, is Tijuana. The Tijuana River and three canyon sub-basins drain into the geographic boundaries of Imperial Beach and San Diego City and County. This drainage seriously affects the natural resources of the Tijuana River Valley including the Tijuana Estuary. The Estuary plays a key role in the city's burgeoning eco-tourism industry and annual clean-out of sediment basins, which collect trash from only one 7 sq. mile micro-basin, cost the estuary approximately \$1 million annually. Creating logical and holistic solutions to the trash problem that impacts San Diego County, the City of San Diego and the sensitive natural resources of Imperial Beach is an important and necessary step in establishing long-term economic sustainability for the San Diego Region and, as such, this project has the support of the local community.

Appendix A: Project Area Map



Appendix B: Tijuana River Watershed Map

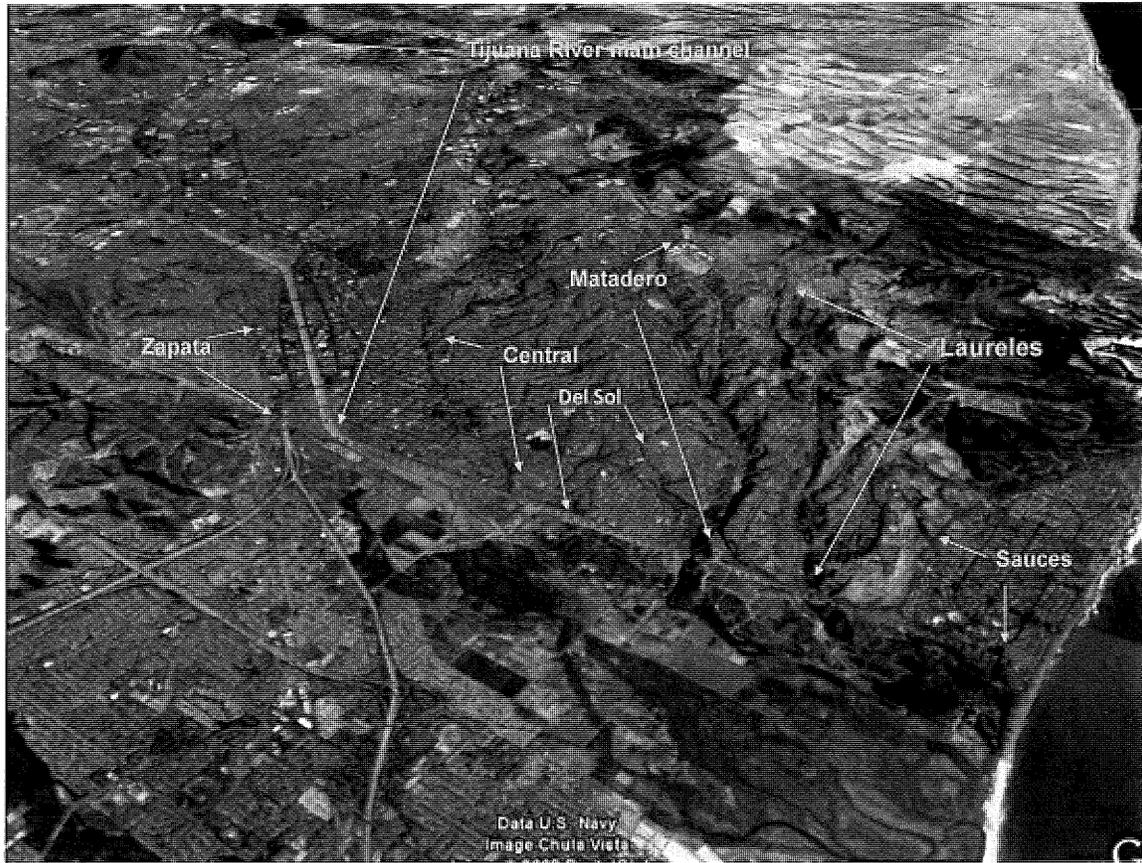


Hydrologic Unit 911.11 - 911.85

Hydrologic Areas:	Tijuana Valley 911.1 Potrero 911.2 Barrett Lake 911.3 Monument 911.4 Morena 911.5 Cottonwood 911.6 Cameron 911.7 Campo 911.8
Major Water Bodies:	Tijuana Estuary, Tijuana River, Cottonwood Creek, Pine Valley, Campo Creek, Barrett Lake, Lake Moreno
CWA 303(d) List:	Barrett Lake: color, manganese, pH; Morena Reservoir: color, manganese, pH; Pacific Ocean Shoreline: indicator bacteria; Pine Valley Creek (Upper): enterococcus, phosphorus, turbidity; Tijuana River: eutrophic, indicator bacteria, low dissolved oxygen, pesticides, solids, synthetic organics, trace elements, trash; Tijuana River Estuary: eutrophic, indicator bacteria, lead, low dissolved oxygen, nickel, pesticides, thallium, trash, turbidity
Major Impacts:	surface water quality degradation, trash, sedimentation, eutrophication, habitat degradation and loss, flooding, erosion, and invasive species
Constituents of Concern:	<u>Freshwater</u> : coliform bacteria, nutrients, trace metals, pesticides, miscellaneous toxics, low dissolved oxygen, and trash <u>Groundwater</u> : TDS, nitrates, petroleum, MTBE, and solvents
Sources / Activities:	urban runoff, sewage spills, industrial discharges, agricultural, orchards, livestock, domestic animals, and septic systems

Source of information: http://www.projectcleanwater.org/html/ws_tijuana.html

Appendix C: Tijuana River Valley Coastal Canyons/Cross-border Drainage



Appendix D: Letter of Support



Tijuana River National Estuarine Research Reserve
California Department of Parks and Recreation
301 Caspian Way • Imperial Beach • CA • 91932
(619) 575-3613 • Fax (619) 575-6913 • www.tijuanaestuary.org



11/29/2011

David W. Gibson
Executive Officer
San Diego Water Board
9174 Sky Park Ct. Suite 100
San Diego, CA 92123-4353

Dear Mr. Gibson,

I would like to express my support for continued funding from the State Water Board toward the Tijuana River Valley trash tracking study managed by Oscar Romo. Resolving the trash issue in this watershed is one of our high priorities, and I believe that understanding and documenting the source and movement of this trash is critical.

As you know, the State of California, San Diego County and The City of San Diego invest significant resources toward trash clean-up in the Tijuana River Valley. I have had direct responsibility for trash capture and clean-up within Goat Canyon sediment and associated downstream deposits and understand how time-consuming, dangerous, and operationally difficult it is to remove trash once it has flowed into the native habitats of the river valley.

Through a grant provided by the US EPA, I have managed trash clean-up projects in the Goat Canyon riparian habitat since September 2010. I have noted that the trash volume in this region appeared significantly lower from 2009/2010 rain year deposits compared to the 2010/2011 rain year deposits. This was evidenced by ground-truthing the trash deposits and also by the fact that we spent three times the clean-up effort for the 2010/2011 rain year and collected significantly less than three times the trash when compared to the 2009/2010 effort. I feel that the solid waste clean-up efforts in Los Laureles Canyon (managed through Alter Terra, Alpha Forma, and the TRNERR Watershed Program) significantly reduced the trash clean-up burden upon CA State Parks downstream.

Although I feel that trash capture and clean-up within the U.S. is important and must be pursued, I believe that the ultimate solution to the issue is to clean-up and control the issue upstream in Mexico. I feel the trash tracking study will play an important part in accomplishing source control in Mexico.

Sincerely,

Signature on File

Christopher M. Peregín
Stewardship Coordinator, Tijuana River National Estuarine Research Reserve

FOR STATE USE ONLY
DGS REGISTRATION NO.

CLEANUP AND ABATEMENT ACCOUNT
GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"
AND

City of Imperial Beach, hereinafter called "Grantee"

Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley, hereinafter
called "Project"

AGREEMENT NO. 13-404-550 [C/A 363]

WHEREAS:

1. The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Water Code §13440 et seq

2. The Grantee has applied for funding from the State Water Pollution Cleanup and Abatement Account (CAA) and has been determined by the State Water Board to be eligible for funding of cleanup and abatement activities pursuant to California Water Code, Division 7, Chapter 6, Article 3, sections 13440 et seq. This funding shall be used to cleanup waste or abate the effects of waste on waters of the state. Pursuant to these provisions of the Water Code the Grantee may obtain funding for reasonable and necessary costs of cleanup and abatement activities incurred on or after July 1, 2013 with all work to be completed by May 1, 2014; and

- A. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Agreement will be:

State Water Board	Grantee: City of Imperial Beach
Name: Mark Magtoto, Grant Manager	Name: Hank Levien, Project Director
Address: 1001 I Street 16 th Floor	Address: 825 Imperial Beach Boulevard
City, Zip: Sacramento, CA 95814	City, Zip: Imperial Beach, CA 91932
Phone: (916) 341-5481	Phone: (619) 628-1369
Fax: (916) 341-5707	Fax: (619) 429-4861
e-mail: mmagtoto@waterboards.ca.gov	e-mail: hlevien@imperialbeachca.gov

- B. Direct all inquiries to:

State Water Board	Grantee: City of Imperial Beach
Section: Division of Financial Assistance	Section:
Attention: Lola Barba, Program Analyst	Name: Chris Helmer, Grant Contact
Address: 1001 "I" Street, 17th Floor	Address: 825 Imperial Beach Boulevard
City, Zip: Sacramento, CA 95814	City, Zip: Imperial Beach, CA 91932
Phone: (916) 341-5638	Phone: (619) 628-1370
Fax: (916) 341-5296	Fax: (619) 429-4861
e-mail: lbarba@waterboards.ca.gov	e-mail: chelmer@imperialbeachca.gov

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes should not require an amendment to this Grant agreement.

- D. The maximum amount payable under this agreement shall not exceed FORTY THOUSAND DOLLARS (\$40,000.00).

E. In the event the Grantee receives or will receive funds from other sources for work completed under this Grant Agreement, the State Water Board reserves the right to request repayment of funds.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A SCOPE OF WORK

- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

- Exhibit C GENERAL CONDITIONS

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: _____
Grantee Signature

By: _____
Elizabeth L. Haven, Deputy Director
State Water Resources Control Board,
Division of Financial Assistance

Grantee Typed/Printed Name

Date

Title and Date

Reviewed by:
Office of Chief Counsel
Date:

EXHIBIT A
SCOPE OF WORK

BACKGROUND:

The Tijuana River Valley is increasingly threatened by storm water flows that contain trash and high concentrations of other urban, agricultural and industrial pollutants carried from Mexico by the Tijuana River and its tributaries. The purpose of this project is to implement a strategy for the reduction of solid waste pollution sources in Tijuana, Mexico that threaten water quality, affecting human life and aquatic plant and animal life in the Tijuana River Valley; this includes the National Estuarine Research Reserve (TRNRR) located in Imperial Beach. The reserve encompasses beach, dune, mud flat, salt marsh, riparian, coastal sage and upland habitats and is home to eight threatened and endangered species, including the Light-footed clapper rail, California least tern, Least Bell's vireo, salt marsh bird's beak, cordgrass, white and brown pelicans, and numerous shorebirds.

A. WORK TO BE PERFORMED BY GRANTEE

1. Produce Comprehensive Record of Uncontrolled Open Dump Sites that drain into the Tijuana River Valley Flood Plain
 - Conduct field observations, scout and record locations and attributes of illegal open dumpsites that drain trash into the Tijuana River Valley
 - Produce Geographic Information System (GIS) mapping of dumpsites in Los Sauces/Yogurt and Matadero/Smuggler's Gulch Canyons
 - Create database of dumpsite attributes including Geo-location, Land-use, Soil conditions, Siting and drainage, Trash attributes (ex: industrial, commercial, household, hospital) and Estimated volumes
2. Coordinate and Host Community Outreach and Public Agency Meetings
 - Publish and distribute maps and reports to stakeholders and decision makers
 - Address issue of trash problem with municipal agencies
 - Discuss alternatives to illegal dumping and Best Management Practice's (BMP's) with community members
3. Facilitate Implementation of Public Policies
 - Host meetings with municipal agencies
 - Share information with community
 - Provide solutions
 - Advise agencies on policy development
 - Public presentations (Border 2020, Tijuana River Valley Recovery Team (TRVRT) Quarterly Workshops)
 - Media coverage

TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	WORK TO BE PERFORMED BY GRANTEE		
1.	Produce Comprehensive Record of Uncontrolled Open Dump Sites that drain into the Tijuana River Valley		
	Photo documentation of dumpsites		10/01/2013
	GIS map of dumpsites		10/01/2013
	Database updates		Quarterly
	Copy of Final Database		12/01/2013
2.	Coordinate and Host Community Outreach and Public Agency Meetings		
	Published Maps and Reports		Quarterly
3.	Facilitate Implementation of Public Policies		
	Presentation and Meeting Materials		As Needed
	Summary of public policies implemented or developed		4/01/2014
EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	INVOICE PACKAGES		
1.	Invoices		Quarterly Accompanies Progress Report
E.	REPORTS		
1.	Progress Reports		Quarterly Accompanies Invoice
2.	Draft Project Report	4/01/2014	
3.	Final Project Report	5/01/2014	

EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICE PACKAGES

1. No disbursement under this Grant Agreement will be made except upon receipt of an acceptable Standard Form Payment Request duly executed by or on behalf of the Grantee. The Grantee's duly authorized representative, who has been approved by the State Water Board, must execute all Payment Request forms. A Payment Request form must accompany all invoice packages. The original invoice packages shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Line E (1) of this exhibit. The address for submittal is:

Mark Magtoto, Grant Manager
State Water Resources Control Board
Division of Financial Assistance
P. O. Box 944212
Sacramento, CA 94244-2120
2. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by the State Water Board that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the State Water Board's Grant Manager.
3. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
4. Grantee shall provide proof of payment to the consultant or contractor for each invoice submitted for payment under this Grant. If the grantee is not able to demonstrate proof of payment, the State Water Board, at its discretion, may issue two-party checks for the payment of costs identified in Exhibit B, Budget. The two-party checks will require the endorsement of both Grantee and the company providing the services.
5. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain ten percent (10%) of the grant amount specified in this Agreement until "Notice of Completion/Final Inspection" from local regulatory agency of the Project is received.
6. The invoice shall contain the following information:
 - a. The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);
 - b. The date of the invoice and the time period covered by the invoice, i.e., the term "from" and "to";
 - c. Printed name of the consultant or contractor;
 - d. Business address of the consultant or contractor, including P.O. Box, City, State, and Zip Code;
 - e. Printed name of the Grantee;
 - f. The number of the Agreement upon which the invoice is based;
 - g. The site address (location) where the work was performed.

- h. All subcontractor(s) invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the consultant/contractors invoice. All subcontractor(s) must have current and active license with California State Contractors License Board;
 - i. Original signature and date (in ink) of Grantee or its authorized representative.
 - j. An itemized account of the work for which the Grantee is seeking payment:
 - A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;
 - The method of computing the amount due. On cost reimbursable agreements, invoices must be itemized based on the tasks specified in the Budget.
 - The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this Agreement; and
7. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN May 15, 2014.
8. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

B. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 2013-14 fiscal year ending June 30, 2014 shall not exceed FORTY THOUSAND DOLLARS (\$40,000.00).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

C. LINE ITEM BUDGET

Personnel Services

Grant Administrator

\$ 4,000

Professional and Consultant (Data Collection/Field work/GIS mapping/Database Development, Principal Investigator, and Research Assistant)	\$36,000
TOTAL	\$40,000

D. BUDGET LINE ITEM FLEXIBILITY

1. Line Item Adjustment(s). Subject to the prior review and approval of the State Water Board's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment.
2. Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the Project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

E. REPORTS

1. PROGRESS REPORT. Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager by the twentieth (20th) of the month following the end of the calendar quarter (March, June, September, and December).
 - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports.
 - b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
2. DRAFT PROJECT REPORT. Prepare and submit to the Grant Manager a draft Project Report for review and comment.
3. FINAL PROJECT REPORT. Prepare a final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft final Project Report. Submit one (1) reproducible master, and an electronic copy of the final.

4. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

F. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

G. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

H. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§1572-1573; Pen. Code, §§470, 489-490.)

EXHIBIT C
THE STATE WATER BOARD GENERAL CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State Water Board.
4. **AUDIT:** Grantee agrees that the State Water Board, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the use of grant funds or performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
5. **CHILD SUPPORT COMPLIANCE ACT:** Grantee acknowledges that it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
6. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. This includes, but is not limited to, compliance with any applicable requirements contained in directives or orders issued pursuant to Division 7 of the Water Code.
7. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
8. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
10. **DISPUTES:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Grantee shall submit to the Deputy Director of the DFA a written demand for a final decision. The decision of the Division, or his or her authorized representative, shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days of the date of the Division decision, the State Water Board's Executive Director receives a written appeal. The Grantee's written appeal shall be fully supported by any factual information Grantee desires to be considered in the decision. The

Executive Director's decision shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

11. DRUG-FREE WORKPLACE REQUIREMENTS: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (commencing with Section 8350 of the Government Code) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace,
 - 2) the organization's policy of maintaining a drug-free workplace,
 - 3) any available counseling, rehabilitation, and employee assistance programs, and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed project will:
 - 1) receive a copy of the organization's drug-free workplace policy statement, and
 - 2) agree to abide by the terms of the statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments or termination of the grant or both, and Grantee may be ineligible for award of any future state grants if it is determined that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above.

12. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
13. GOVERNING LAW: This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
14. GRANT MODIFICATIONS: The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the State Water Board a written statement setting forth the disagreement with the change.
15. GRANTEE'S RESPONSIBILITIES FOR WORK: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

16. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
17. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers of employees or agents of the state.
18. **INSPECTION:** Throughout the term of this Agreement, the State Water Board shall have the right to inspect the project area to ascertain compliance with this Agreement.
19. **INSURANCE:** Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty days' prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
20. **NONDISCRIMINATION:** During the performance of this Project, the Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, religion, color, national origin, ancestry, religious creed, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, or denial of family-care leave. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work at this Project.
21. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaken established herein.
22. **NOTICE:** The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State Water Board's representatives. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
23. **OPERATIONS & MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the

purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

24. PAYEE DATA RECORD FORM (Std. 204). The Grantee must complete the Payee Data Record Form.
25. PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code § 4477.) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
26. PREVAILING WAGES AND LABOR COMPLIANCE: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code are being met.
27. RELATED LITIGATION: Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.
28. TERMINATION, IMMEDIATE REPAYMENT, INTEREST: This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

29. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.
30. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
31. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.
32. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Personnel Administration. These rates may be found at <http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.



AGENDA ITEM NO. 2.9

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: JUNE 19, 2013

ORIGINATING DEPT.: PUBLIC WORKS DEPARTMENT *HAF*

SUBJECT: RESOLUTION NO. 2013-7350 ALLOWING CONTINUATION OF THE TEMPORARY CUSTODIAL SERVICES CONTRACT WITH JANI-KING OF CALIFORNIA, INC. ON A MONTH-TO-MONTH BASIS

BACKGROUND:

On November 21, 2012, the City Council approved Resolution No. 2012-7273, ratifying and accepting a contract with Jani-King of California, Inc. (Jani-King) to provide custodial services on an interim basis through June 30 2013. The term of the agreement with Jani-King (Agreement) provides for services on a month-to-month basis. The City is still in the process of determining its long-term solution for custodial services.

DISCUSSION:

The City is still determining its process for selecting a long-term custodial services provider, but should take action to authorize temporary services beyond June 30, 2013. Staff recommends continuing with Jani-King on an interim, month-to-month basis, until a long-term solution is achieved. Since the Agreement already provides for a month-to-month term, this will provide the City with flexibility when it makes its determination on a long-term custodial solution.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The monthly cost of the Agreement is \$4,013.02.

DEPARTMENT RECOMMENDATION:

The department recommends that the City Council adopt Resolution No. 2013-7350, allowing continuation of the temporary custodial services contract with Jani-King of California, Inc. on a month-to-month basis.

CITY MANAGER'S RECOMMENDATION

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7350

RESOLUTION NO. 2013-7350**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ALLOWING CONTINUATION OF THE TEMPORARY CUSTODIAL SERVICES CONTRACT WITH JANI-KING OF CALIFORNIA, INC. ON A MONTH-TO-MONTH BASIS**

WHEREAS, on November 21, 2012, the City Council of the City of Imperial Beach approved Resolution No. 2012-7273, ratifying and accepting a contract with Jani-King of California, Inc. ("Jani-King") to provide custodial services on an interim basis through June 30 2013, and

WHEREAS, the term of the agreement with Jani-King ("Agreement") provides for services on a month-to-month basis; and

WHEREAS, the City is still in the process of determining its long-term solution for custodial services.

WHEREAS, since the City is still in need of custodial services beyond June 30, 2013 and is still in the process of determining a long-term custodial solution, the City Council desires to allow continuation of the Agreement on a month-to-month basis, as expressly set forth under the Agreement.

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

1. That the foregoing recitals are true and correct and incorporated herein as though set forth in full.
2. That the temporary custodial services contract with Jani-King shall continue on a month-to-month basis.

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:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: JUNE 19, 2013

SUBJECT: 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

BACKGROUND:

On March 3, 2010 Council approved an MOU between the City and the Boys and Girls Club of Imperial Beach for the Boys and Girls Club to manage the scheduling of the Youth Soccer Field at Veteran's Park. The MOU will end on June 30, 2013. On March 17, 2010, Council approved the Master Fee Schedule for renting the soccer field.

DISCUSSION:

The current agreement expires at the end of June, and staff would like to renew it for five years with an option for two five-year renewals for a total of 15 years. Another modification would be the Boys and Girls Club would be responsible for picking-up trash and garbage left on the field. The fee schedule set by Council on March 17, 2010 will remain in effect.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None

CITY MANAGER'S RECOMMENDATION:

City Council adopt Resolution No. 2013-7351 approving and authorizing the City Manager to renew, with modifications, the Memorandum of Understanding between the Boys and Girls Club and the City for the Club to manage the Youth Soccer Field within Veteran's Park.

Attachments:

1. Resolution No. 2013-7351
2. Memorandum of Understanding
3. March 3, 2010 staff report and Resolution No. 2010-6861
4. March 17, 2010 staff report and Resolution No. 2010-6867

RESOLUTION NO. 2013-7351

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOYS AND GIRLS CLUB OF IMPERIAL BEACH AND THE CITY OF IMPERIAL BEACH

WHEREAS, 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 Veterans Park by the public, organizations and groups for the convenience and enjoyment thereof; and

WHEREAS, both parties will participate and offer services for the Youth Soccer Field; and

WHEREAS, this Memorandum will become effective July 1, 2013 and will stay in effect until June 30, 2018 with two 5-year options to renew; and

WHEREAS, either party, for any reason, may terminate this Memorandum by giving a 90-day written notice to the other party.

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

1. That the above recitations are true and correct.
2. That the City Council hereby approves Resolution No. 2013-7351, authorizing the City Manager to enter into a 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 located within Veterans Park.

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:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

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

ATTACHMENT 2

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.
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.

{SIGNATURES ON NEXT PAGE}

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

Ken Blinsman, President / CEO

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



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: MARCH 3, 2010

ORIGINATING DEPT.: CITY MANAGER

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE BOYS AND GIRLS CLUB OF IMPERIAL BEACH AND THE CITY OF IMPERIAL BEACH.

BACKGROUND:

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.

DISCUSSION:

The City will be in charge of maintaining the soccer field and the Boys and Girls Club will be in charge of managing activities on the field. The Boys and Girls Club will also charge a rental fee of \$25 per hour for the use of the field. The fee revenues will be shared equally between the City and the Boys and Girls Club. See attached Memorandum of Understanding for details. This Memorandum will become effective March 1, 2010 and will stay in effect until June 30, 2013. Either party, for any reason, may terminate this Memorandum by giving a 90-day written notice to the other party.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None

DEPARTMENT RECOMMENDATION:

That the City Council adopt the Memorandum of Understanding between the Boys and Girls Club of Imperial Beach and the City of Imperial Beach

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

[Signature on File](#)

Gary Brown, City Manager

Attachments:

1. Resolution No. 2010-6861
2. Memorandum of Understanding
3. Fee Schedules for Chula Vista and National City

RESOLUTION NO. 2010-6861

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AN MEMORANDUM OF UNDERSTANDING BETWEEN THE BOYS AND GIRLS CLUB OF IMPERIAL BEACH AND THE CITY OF IMPERIAL BEACH

WHEREAS, 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, and;

WHEREAS, both parties will participate and offer services for the Youth Soccer Field.

WHEREAS, This Memorandum will become effective March 1, 2010 and will stay in effect until June 30, 2013.

WHEREAS, either party, for any reason, may terminate this Memorandum by giving a 90-day written notice to the other party.

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

1. That the above recitations are true and correct.
2. That the City Council hereby approves Resolution 2010-6861 authorizing the City Manager to enter into an 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 located within Veteran's Park.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 3rd day of March 2010, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

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

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 of Imperial Beach (hereinafter referred to as the "City") agrees to participate by offering the following services: The City will be responsible for all cost and maintenance of the Field.
- b. The City will provide rental and other appropriate use signage at Field.
- c. The City will refer all inquires 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. The Club will consult with City to develop and establish rental policies for youth recreational sports leagues (e.g. AYSO). All printed materials regarding recreational programming must be approved by the City prior to distribution. 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 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 Club shall collect a fee of \$25.00 per hour for the use of the Field from resident Field renters.. The Club shall collect a fee of \$35.00 per hour from non-residential Field renters. 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 collect a \$250.00 cleaning deposit from all renters and will refund to renters the cleaning deposit only if the Field is left in a clean, safe, and sanitary condition, free of trash and garbage. If the cleaning deposit is not refunded to the renter, the Club shall submit 100% of the cleaning deposit to the City to recover costs associated with the operation and maintenance of the Field.
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.
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 March 1, 2010 and will stay in effect until June 30, 2013. 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

Signature on File

Ken Blinsman, President/CEO

3/19/10

Date

City of Imperial Beach

Signature on File

Gary Brown, City Manager

3/8/10

Date



Recreation Home ▾
Sports & Athletics ▾

Adult Sports
Youth Sports
Sports Facilities
Tournaments

Ball Field Rentals

FACILITY USE FEES

Softball fields and Soccer fields

- Resident Fees: without lights = \$25.00 per hour
- Resident Fees: with lights = \$40.00 per hour
- Non-resident fees: without lights = \$50.00 per hour
- Non-resident fees: with lights = \$65.00 per hour
- Ball field prep (optional) = \$60.00
- Staff cost: \$16.00 per hour (minimum of four hours per field)
- Sunset View Roller Rink = \$50.00 per hour day use (call 409-5892 for rental information)

The following facilities are available for rental; call 409-5892 for rental information.

	Youth Baseball	Soccer	Softball Field
Chula Vista Community Park 1060 Eastlake Pkwy		▪	▪
Cottonwood Park 1778 East Palomar Street		▪	
Discovery Park 700 Buena Vista Way		▪	▪
Eucalyptus Park Fourth Avenue & C Street	▪	▪	▪
Otay Park 1613 Albany Avenue		▪	
Rohr Park Field #17 or #18 4548 Sweetwater Road	▪	▪	▪
Sunset View Park 1390 South Greenview Drive		▪	
Voyager Park 1178 East J Street		▪	



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Reservation Information

National City Parks are available for use on a first come, first served basis. There are no reservations for tables or special locations. For groups with 100+ participants a "Use of Facility" application must be filed for approval by the Department Director within at least a week prior to the event. For a large-scale event with music, entertainment or food sales, a Temporary Use Permit (TUP) application must be obtained from Neighborhood Services (URL: Page 102), located at City Hall, 1243 National City Boulevard (619) 336-4210

Sports Field Rental

A "Use of Facility" application must be submitted at least two weeks in advance for approval by the Director of Community Services. National City ball fields are rented based on City Council Policy which gives priority use to National City residents. If use of field lights is required, there will be a fee of \$20.00 per hour for non-residents or \$10.00 per hour for residents. (2 hour minimum)

Facility Rental

A "Use of Facility" application must be submitted at least two weeks in advance for approval by the Director of Community Services. Insurance will be required either through using organization insurance, insurance acceptable to the risk manager, or through the purchase of event insurance through the City with a minimum limit of \$1,000,000. Please click on the "Field and Facility Rental Information" page for pictures and rental information. For additional information including fees, please contact the Community Services Department (619) 336-4290.

Inflatable Jumps

Inflatable jumps are not allowed in National City Parks without an approved "Use of Facility" application and a \$1,000,000 insurance requirement. The City of National City requires that the company from whom the inflatable jump is being rented mail or fax a certificate of insurance which states that the City of National City is additionally insured. The application must be completed at least one week in advance for approval. No application will be approved without a mailed or faxed certificate of insurance. There is a \$25 processing fee (cash only, no checks) to obtain the required permit.

PLEASE NOTE: Inflatable jumps are only allowed at Las Palmas Park and are limited to three jumps at any one time

AGENDA ITEM NO. 5.1

**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: MARCH 17, 2010

ORIGINATING DEPT.: FINANCE DEPARTMENT

SUBJECT: ESTABLISHING RENT AND SERVICE CHARGES
RELATED TO THE NEW YOUTH SOCCER FIELD

BACKGROUND:

On March 3, 2010, the City Council approved an agreement with Boys & Girls Club to coordinate the rental of the new soccer field in Veteran's Park. This report establishes the rental rate and a refundable deposit.

FISCAL ANALYSIS: The City has just invested over \$300,000 for a new artificial turf field. The turf is from the same manufacturer that is used in professional and collegiate venues. In addition to the initial cost to purchase and install the turf, ongoing maintenance and repair of the turf will be necessary. Staff is recommending a rental rate be established to reserve the field. A \$25 per hour rate for residents and \$35 per hour for non-residents is comparable to other nearby cities such as Chula Vista and National City. Staff is additionally recommending establishing a \$250 refundable deposit to assure that the field is not damaged and that the field will be left in a clean condition. The weighted average hourly labor cost (including benefits) for maintenance personnel is currently \$29.45. Staff is recommending a \$30 hour (including billing costs), if necessary, to recover cleanup costs and other related soccer field costs. Actual costs will be charged for any damages to the field. The cleaning and damage charges, if any, would be deducted from the deposit.

DEPARTMENT RECOMMENDATION:

Staff recommends the rental cost of the soccer field be established at \$25 per hour for residents and \$35 per hour for non-residents. It is further recommended that a \$250 refundable deposit and a \$30 per labor hour maintenance charge be established to cover potential cleaning costs. The fees will be set forth via resolution as required in Imperial Beach Municipal Code section 12.56.040.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

[Signature on File](#)



Gary Brown, City Manager

Attachments:

Attachment 1: Resolution 2010-6867

RESOLUTION NO. 2010-6867

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING THE MASTER SCHEDULE OF FEES AND CHARGES FOR RENTAL RATES AND OTHER FEES ASSOCIATED WITH THE NEW YOUTH SOCCER FIELD

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

WHEREAS, the City has constructed a new youth soccer field: and

WHEREAS, the field may wish to be reserved for private use: and

WHEREAS, the City wishes to assure that this new facility is properly maintained; and

WHEREAS, maintenance, damage, or other related fees for the new soccer field do not exceed the cost of the services provided.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the Master Fee Schedule is amended to include the following:

Soccer Rental Rates: Resident - \$25 per hour, Non-Resident - \$35 per hour
Refundable Deposit: \$250
Maintenance and Cleanup Fee: \$30 per hour per laborer.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 17th day of March 2010, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2010-6867 – A Resolution of the City Council of the City of Imperial Beach, California AMENDING THE MASTER SCHEDULE OF FEES AND CHARGES FOR RENTAL RATES AND OTHER FEES ASSOCIATED WITH THE NEW YOUTH SOCCER FIELD

CITY CLERK

DATE



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: JUNE 19, 2013

ORIGINATING DEPT.: ADMINISTRATIVE SERVICES DEPARTMENT *KV*

SUBJECT: RESOLUTION NO. 2013-7346 APPROVING THE COMMITMENT OF SAFE EXCESS RESERVE FUNDS TO THE GENERAL FUND STRATEGIC CAPITAL IMPROVEMENT RESERVE DEDICATED TO THE FUTURE REPLACEMENT OF THE PUBLIC SAFETY REGIONAL COMMUNICATION SYSTEM

BACKGROUND:

On March 29, 2013, the City received \$72,311 from the San Diego Association of Governments (SANDAG), which represents the City of Imperial Beach's share of the distribution of the San Diego Service Authority for Free Emergencies (SAFE) reserve funds. In accordance with Assembly Bill 1572 (AB 1572), SANDAG assumed responsibilities for the SAFE funds effective January 1, 2013. AB 1572 required SANDAG to distribute to 18 San Diego cities and San Diego County the SAFE program reserves in excess of \$4 million as of September 13, 2012, in proportion to the vehicle registration fees paid in FY 2010-11 by the residents of each city and the unincorporated areas. The reserves in excess of \$4 million as of September 13, 2012 totaled \$9.85 million.

DISCUSSION:

As stated in the letter received from SANDAG (Attachment B), the distributed funds shall be used by the recipient jurisdictions in compliance with the provisions of Section 2557 of the California Streets & Highway Government Code. SANDAG has deferred to the SAFE fund recipients on how to use the distributed amounts. Staff has identified an important need affecting motorist safety – the future replacement of the public safety San Diego County/Imperial County Regional Communication System (RCS) – and proposes to allocate the City's share of the SAFE funds toward that end.

In 1995, the San Diego County/Imperial County Regional Communication System partnership agreement was approved, allowing for the participating jurisdictions, including the City of Imperial Beach, to collectively acquire and install the RCS. The RCS, which became operational in 1998, included upgrades to the two-county region's public safety radio system infrastructure and dispatch systems, radio equipment, and many other features and benefits to participating communities. Since the useful life of this system was 15 years, planning efforts have begun for the replacement of the infrastructure and system, or "backbone". As of early 2012 preliminary cost estimates, also referred to as "Rough Order of Magnitude Costs", are between \$159 million and \$215 million for the entire two-county system, with the portion for all of the jurisdictions in San Diego County ranging approximately from \$110 million to \$144 million. The replacement

project is tentatively scheduled to begin in 2015.

The City of Imperial Beach participated in the RCS partnership formed in 1995, and financed its \$520,000 share of the costs over 15 years at an average interest rate of 3.4%, with the last payment made in February of 2012. Over the 15 year period, the City paid \$265,000 in interest costs. For the upcoming RCS replacement project, the City of Imperial Beach's estimated share is \$800,000, and is expected to be due and payable in the next three to five years, depending on when the installation is completed. Jurisdictions will be given the opportunity to finance their portions over 15 years. On May 15, 2013 the City Council adopted Resolution 2013-7333 establishing a Strategic Capital Improvement Reserve in the General Fund, and authorized dedicating \$100,000 for each of the three years from FY 2012-13 to FY 2014-15 to this reserve for the future replacement of the Public Safety RCS Backbone. The reason for this reserve was to diminish potential financing, or interest costs, on the anticipated RCS replacement.

The RCS meets many critical public safety needs in the Imperial Beach area, including providing aid to motorists in emergency situations. Distressed motorist calls are generally relayed via the Safe Call boxes, cellular telephone or the RCS radios, which results in dispatch of the emergency responders as needed via the RCS. Section 2557 of the California Streets & Highway Government Code directs that these SAFE excess reserve funds may be used for motorist aid services and support safety-related projects, of which the components of the RCS would provide. Accordingly, staff recommends that the recent one-time receipt of \$72,311 in SAFE excess reserves be dedicated to the General Fund Strategic Capital Reserve towards the future RCS replacement.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Fiscal impact of Staff recommendation increases the FY 2012-13 General Fund revenues (101-0000-371-83-03) by \$72,311 and increases the General Fund Strategic Capital Improvement Reserve (101-0000-253-08-00) by \$72,311.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2013-7346 approving the commitment of an additional \$72,311 to the General Fund Strategic Capital Improvement Reserve in FY 2012-13 dedicated for the future replacement of the RCS system.

CITY MANAGER'S RECOMMENDATION

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7346
2. SANDAG Notification Letter of SAFE Excess Reserve Funds

RESOLUTION NO. 2013-7346

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE COMMITMENT OF SAFE EXCESS RESERVE FUNDS TO THE GENERAL FUND STRATEGIC CAPITAL IMPROVEMENT RESERVE DEDICATED TO THE FUTURE REPLACEMENT OF THE PUBLIC SAFETY REGIONAL COMMUNICATION SYSTEM

WHEREAS, on March 29, 2013, the City received \$72,311 from the San Diego Association of Governments (SANDAG), of which this amount represented the City of Imperial Beach's share of the distribution of SAFE reserve funds, and

WHEREAS, in accordance with Assembly Bill 1572 (AB 1572), SANDAG assumed responsibilities for the San Diego Service Authority for Freeway Emergencies (SAFE) effective January 1, 2013, requiring SANDAG to distribute to 18 San Diego cities and San Diego County the SAFE program reserves in excess of \$4 million as of September 13, 2012, in proportion to the vehicle registration fees paid in FY 2010-11 by the residents of each city and the unincorporated areas; and

WHEREAS, SANDAG has deferred to the SAFE fund recipients on the potential uses of the SAFE funds; and

WHEREAS, on May 15, 2013 the City Council adopted Resolution 2013-7333 establishing a Strategic Capital Improvement Reserve in the General Fund, and authorized the commitment of \$100,000 for each of the three years from FY 2012-13 to FY 2014-15 to this reserve for the future replacement of the Public Safety Regional Communication System (RCS), and

WHEREAS, the purpose for reserving funds for the future replacement of the RCS is to diminish potential financing, or interest costs, of the \$800,000 estimated project costs to be due and payable in the three to five years, and

WHEREAS, Section 2557 of the California Streets & Highway Government Code directs that the SAFE excess reserve funds may be used for motorist aid services and support safety-related projects, of which the components of the RCS project would provide.

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

1. That the City of Imperial Beach General Fund Strategic Capital Improvement Reserve commitment for Fiscal Year 2012-13 hereby be increased by \$72,311 and that said amount be dedicated towards the future replacement of the Regional Communication System;

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:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



March 25, 2013

3312200

401 B Street, Suite 800
 San Diego, CA 92101-4231
 (619) 699-1900
 Fax (619) 699-1905
 www.sandag.org

Gary Brown, City Manager
 City of Imperial Beach
 825 Imperial Beach Blvd
 Imperial Beach, CA 91932

CITY MANAGER &
 CITY CLERK OFFICES

2013 MAR 29 PM 2:25

Dear Mr. Brown:

SUBJECT: DISTRIBUTION OF EXCESS SAFE RESERVE FUNDS

Please find the enclosed check in the amount of \$72,311.00 that represents the City of Imperial Beach's share of the distribution of SAFE reserve funds. In accordance with Assembly Bill 1572 (Fletcher, 2012) (AB 1572), SANDAG assumed responsibilities for the San Diego Service Authority for Freeway Emergencies (SAFE) effective January 1, 2013. AB 1572 requires that SANDAG distribute to the 18 cities and the County all SAFE program reserves in excess of \$4 million that existed on September 13, 2012, in proportion to the vehicle registration fees paid in FY 2011 by the residents of each city and the unincorporated areas.

SANDAG engaged independent accountants to review and document San Diego SAFE's program assets and liabilities. The independent auditor's Agreed-Upon Procedures report was used to determine approximately \$9.85 million of excess reserves available for distribution. SANDAG worked with the California Department of Motor Vehicles (DMV) to obtain the registration fees paid by zip code during FY 2011. Staff used this data to tabulate the fees by jurisdiction and to calculate the distribution percentages. The attached document provides the calculated distribution by jurisdiction.

In accordance with AB 1572, the distributed funds shall be used by the recipient jurisdictions in compliance with the provisions of Section 2557 of the California Streets & Highway Code. Section 2557 is attached for your reference.

If you have any questions or need additional information, please contact me at (619) 710-4005 or scas@sandag.org.

Sincerely,

Signature on File

Steve Castillo, CPA
 Operations Finance Manager
 SC/

Enclosure

MEMBER AGENCIES

Cities of
 Carlsbad
 Chula Vista
 Coronado
 Del Mar
 El Cajon
 Encinitas
 Escondido
 Imperial Beach
 La Mesa
 Lemon Grove
 National City
 Oceanside
 Poway
 San Diego
 San Marcos
 Santee
 Solana Beach
 Vista
 and
 County of San Diego

ADVISORY MEMBERS

Imperial County
 California Department
 of Transportation
 Metropolitan
 Transit System
 North County
 Transit District
 United States
 Department of Defense

San Diego
 Unified Port District

San Diego County
 Water Authority

Southern California
 Tribal Chairmen's Association

Mexico

TABLE: Distribution of Excess SAFE Reserves by Jurisdiction

Jurisdiction	Percent of Total	Reserve Distribution
Carlsbad	3.8%	\$ 370,359
Chula Vista	7.6%	750,951
Coronado	0.6%	61,781
Del Mar	0.2%	19,390
El Cajon	2.7%	270,797
Encinitas	2.3%	222,446
Escondido	4.3%	422,223
Imperial Beach	0.7%	72,311
La Mesa	1.8%	178,264
Lemon Grove	0.8%	82,428
National City	1.5%	143,441
Oceanside	5.6%	549,890
Poway	1.8%	175,344
San Diego	42.1%	4,140,959
San Marcos	2.5%	244,048
Santee	1.9%	184,770
Solana Beach	0.5%	48,713
Vista	2.7%	270,238
Unincorporated/County	16.6%	<u>1,639,054</u>
Total	100.0%	\$ 9,847,408

2555. An authority may impose a fee of one dollar (\$1) per year, on vehicles registered in the county pursuant to Section 9250.10 of the Vehicle Code.

2555.1. (a) On January 1, 2013, the service authority created in the County of San Diego shall be dissolved, and, notwithstanding Section 2551, SANDAG shall become the successor to the dissolved service authority and assume the remaining responsibilities for all operational, administrative, and maintenance tasks for the callbox system. SANDAG shall post its detailed budget relative to the revenue received from the collection of fees pursuant to Section 9250.10 of the Vehicle Code, and the expenditures of these funds, on its Internet Web site.

(b) Any reserves in excess of four million dollars (\$4,000,000) held by the authority on the date that the act adding this section becomes effective shall be distributed to cities in the County of San Diego, and to the county with respect to the unincorporated area of the county, in proportion to fees paid pursuant to Section 2555 in the 2010-11 fiscal year by residents of each city and the unincorporated area. SANDAG, as the successor authority, shall distribute the funds on or before March 31, 2013. The distributed funds shall be used by the recipient jurisdictions in compliance with the provisions of Section 2557.

(c) The authority shall develop a plan in consultation with SANDAG for transitioning its responsibilities to SANDAG during the transition period between the effective date of the act adding this section and January 1, 2013. During the transition period, the authority shall not expend any funds or enter into any contracts without written approval from SANDAG.

(d) SANDAG as the successor authority may continue to fund police, fire, and rescue helicopter programs consistent with the provisions of Section 2557.

2556. An existing service authority established by any of the counties or the city and county enumerated in subdivision (c) of Section 2551 may be merged into a service authority established by the Metropolitan Transportation Commission or by the Sacramento Area Council of Governments.

2557. (a) Except as provided in subdivisions (c) and (d), the moneys received by each authority pursuant to subdivision (b) of Section 9250.10 of the Vehicle Code shall be used for the implementation, maintenance, and operation of a motorist aid system of call boxes, including the lease or lease-purchase of facilities and equipment for the system, on the portions of the California Freeway and Expressway System and a county expressway system, and the unincorporated county roads in that county, and on state highway routes that connect segments of these systems, which are located within the county in which the authority is established. The Department of Transportation and the Department of the California Highway Patrol shall each review and approve plans for implementation of a motorist aid system of call boxes proposed for any state highway route and shall be reimbursed by the service authority for all costs incurred due to review and approval of the plan.

(b) An authority or any other public entity may construct and

maintain, and lease or lease-purchase on terms and conditions it deems appropriate, the facilities of a motorist aid system or it may contract with a private person or entity to do so.

(c) If leases or lease-purchase agreements are entered into pursuant to subdivision (a), or if revenue bonds are issued and sold pursuant to Section 2558, the moneys received by each authority pursuant to subdivision (b) of Section 9250.10 of the Vehicle Code shall be used to the extent necessary to make lease payments or to pay the principal of, and interest on, the amount of bonded indebtedness outstanding, as the case may be. Facilities and equipment acquired through the expenditure of proceeds from the sale of those bonds shall have a useful life at least equal to the term of the bonds.

(d) (1) Any money received by an authority pursuant to subdivision (b) of Section 9250.10 of the Vehicle Code that exceeds the amount needed for full implementation and ongoing costs to maintain and operate the motorist aid system of call boxes, installed pursuant to subdivision (a), may be used for purposes of paragraph (2) and for additional motorist aid services or support, including, but not limited to, the following safety-related projects:

(A) Changeable message signs.

(B) Lighting for call boxes.

(C) Support for traffic operations centers.

(D) Contracting for removal of disabled vehicles from the traveled portion of the right-of-way, including operation of the freeway service patrol pursuant to Chapter 15 (commencing with Section 2560).

(2) Any amendment to an existing plan for a motorist aid system of call boxes adopted by an authority for any state highway route shall, prior to implementation, be submitted to the Department of Transportation and the Department of the California Highway Patrol for review and approval and shall not be implemented until so reviewed and approved. The authority shall reimburse each department for the costs of that review.

(e) An authority may develop policies for the retention of records, including, but not limited to, authority operations, contracts, and programs, and the length of the retention period.

(f) A motorist aid system constructed, maintained, or operated pursuant to this section shall meet the applicable standards of Title II of the Americans with Disabilities Act of 1990 (Public Law 101-336) and federal regulations adopted pursuant thereto.

2558. (a) Subject to subdivision (b), a service authority may issue revenue bonds pursuant to Chapter 6 (commencing with Section 54300) of Division 2 of Title 5 of the Government Code, or Chapter 5 (commencing with Section 4950) of Part 3 of Division 5 of the Health and Safety Code, as nearly as practicable, for the implementation and maintenance of a motorist aid program and shall pledge revenues to be received from fees referred to in Section 2555 as security for the payment of principal or of interest or other amounts due on those revenue bonds. In addition, a service authority that has entered into one or more leases or lease-purchase agreements for facilities of a motorist aid program may also pledge, as security for the payment of amounts due under the leases or agreements, revenues to be received from those fees. The pledge of revenues provided for in this subdivision shall be a first and prior lien and, without any action other than the adoption by the members of a resolution providing for the pledge, the lien of the pledge shall attach and become perfected as to each fee imposed pursuant to Section 9250.10 of the Vehicle

SANDAG/SAFE
 401 B STREET, SUITE 800
 SAN DIEGO, CA 92101
 (619) 699-1900

CHECK NO. 00000027
 VENDOR NO. V00368

DATE 03/25/13

PO NUMBER	INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT
	03/22/13	COIB032213	Excess SAFE Reserves	72,311.00
DETACH BEFORE DEPOSITING				TOTAL THIS CHECK 72,311.00

SANDAG/SAFE
 401 B STREET, SUITE 800
 SAN DIEGO, CA 92101
 (619) 699-1900

BANK OF AMERICA
 460 B STREET
 SAN DIEGO, CALIFORNIA 92101

16-66
 1220

CHECK NO.
 00000027

DATE 03/25/13 AMOUNT ***72,311.00

PAY SEVENTY TWO Thousand THREE Hundred ELEVEN Dollars and ZERO Cents

TO THE ORDER OF
 CITY OF IMPERIAL BEACH
 825 IMPERIAL BEACH BLVD
 IMPERIAL BEACH, CA 92032

TWO SIGNATURES REQUIRED FOR AMOUNTS OF \$5,000.00 OR MORE
 Signature on File

Signature on File

THIS DOCUMENT IS VOID IF COLORED BACKGROUND DOES NOT APPEAR ON THE FACE AND A WATERMARK DOES NOT APPEAR ON THE REVERSE SIDE

⑈000027⑈



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: JUNE 19, 2013
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, ASSISTANT CITY MANAGER/ COMMUNITY DEVELOPMENT DIRECTOR *GW*
JIM NAKAGAWA, AICP, CITY PLANNER

SUBJECT: *GW* **REPORTS: RESOLUTION NO. 2013-7342 OCEAN PROTECTION COUNCIL SEA LEVEL RISE GRANT. MF 1025**

PROJECT DESCRIPTION/ BACKGROUND:

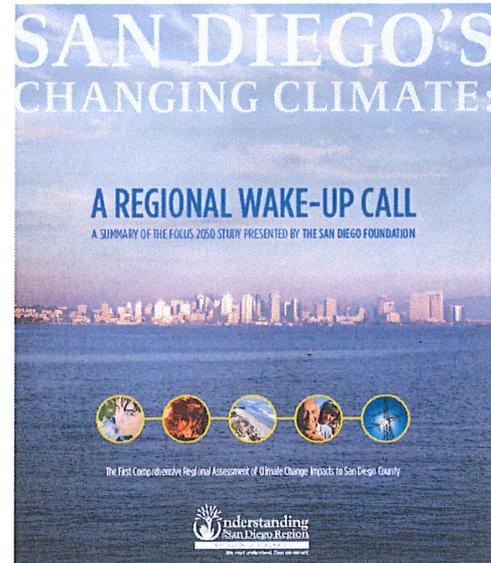
This item is a request for City Council authorization to submit an application for a sea level rise grant offered by the Ocean Protection Council (OPC). The proposal describes the work plan to occur in phases or grant cycle rounds. The public, property owners, and the City Council would be asked to get involved as a part of the stakeholder engagement process. Data gathering and analysis would be performed to determine the extent of the vulnerability of Imperial Beach to sea level rise impacts. A follow up phase would involve the development and evaluation of strategies that could aid Imperial Beach in adapting to sea level rise impacts. During a second grant cycle, the City Council will be asked to select the most appropriate adaptation strategies they feel comfortable with and proceed with an implementation program of preparing the environmental documents per the California Environmental Quality Act (CEQA) and adopting any amendments to the Local Coastal Plan (LCP) that the City Council feels might be necessary.



**LOCAL COASTAL PROGRAM
SEA LEVEL RISE ADAPTATION
GRANT PROGRAM ANNOUNCEMENT**

The subject of climate change and sea level rise has been discussed at the international, national, state, regional, and local levels for a number of years. The Intergovernmental Panel on Climate Change (IPCC) is the leading international body for the assessment of climate change. It was established by the [United Nations Environment Programme \(UNEP\)](#) and the [World Meteorological Organization \(WMO\)](#) in 1988 to provide the world with a clear scientific view on the current state of knowledge in climate change and its potential environmental and socio-economic impacts. In the same year, the UN General Assembly endorsed the action by WMO and UNEP in jointly establishing the IPCC. At the national level, the United States signed the 1997 Kyoto Protocol to reduce greenhouse gas (GHG) emissions but the Senate did not ratify the treaty. President Obama committed during the December 2009 Copenhagen Climate

Change Summit that the United States would reduce carbon dioxide emissions in the range of 17% below 2005 levels by 2020, 42% below 2005 levels by 2030, and 83% below 2005 levels by 2050. At the state level, California has adopted a number of environmental laws and executive orders including the Global Warming Solutions Act of 2006 (AB 32). Per SB 97, CEQA Guidelines require discretionary projects to address GHG emissions and their effects such as climate change/ sea level rise. OPC adopted a resolution in 2011 that calls for projects on tidelands to assess for sea level rise impacts. The Coastal Commission has been concerned for a number of years about the effects sea level rise would have on coastal resources (such as beach sand, coastal access, and environmental habitat) and is a partner in this grant opportunity to financially assist cities in obtaining studies and amending their LCPs to plan for sea level rise impacts. At the regional level, the San Diego Foundation funded an adaptation strategy for San Diego Bay that was developed by ICLEI - Local Governments for Sustainability. Imperial Beach City Planner Jim Nakagawa participated on the Steering Committee. The Final January 2012 report is posted on the City's website. The Tijuana River National Estuarine Research Reserve (TRNERR) recently obtained a grant from the National Oceanic Atmospheric Administration (NOAA) to undertake a 3-year sea level rise (SLR) study (Climate Understanding and Resilience in the River Valley or CURRV) for the Tijuana River Valley. Staff is also attending the steering committee meetings for the San Diego Regional Climate Collaborative, the CURRV study, and the Regional Sea Level Rise Group. At the local level, cities such as Chula Vista have had a Climate Action Plan since 2000. Imperial Beach hired Everest International to conduct a shoreline protection device study (completed in 2001 with a \$44,500 grant from the Coastal Commission) and to develop a comprehensive shoreline protection policy but many property owners were reluctant to bear much of the costs associated with implementing shoreline protection measures recommended by the study.



PROJECT EVALUATION/ DISCUSSION:

Imperial Beach is bounded on three sides by bodies of water (San Diego Bay/ Otay River, the Pacific Ocean, and the Tijuana River) with a flat terrain that provides little retreat areas for refuge from water-related disasters. State and County maps show inundation areas in Imperial Beach in the event of disasters such a tsunami or the failures of the Rodriguez dam and the Otay Lakes dam. Imperial Beach is situated at the mouths of these watersheds and arguably assumes a unique position among the other coastal cities when it comes to exposure of water-related issues. However, Imperial Beach has had few funds to pursue climate change and sea level rise studies to determine how vulnerable the City would be in the event of sea level rise and what adaptation steps it could take to protect itself.

The San Diego Bay Sea Level Rise Adaption Strategy (funded by the San Diego Foundation) show inundation



**Sea Level Rise
Adaptation Strategy
for
San Diego Bay**

January 2012

Prepared by ICLEI-Local Governments for Sustainability for the project's Public Agency Steering Committee, with the support of The San Diego Foundation.

areas around the bay for the scenario years 2050 and 2100 (using San Diego State University professor Richard Gersberg’s mapping model of .5 meter and 1 meter sea level rise) during normal and extreme weather events. It is the extreme weather event (such as an El Niño year coupled with high tides and a 100-year storm) with the rise of sea levels that concerns climate scientists.

With the completion of the bay study and the prospect of the TRNERR undertaking its CURRV study, Imperial Beach now has an opportunity to obtain funds to study the effect sea level rise could have from the Pacific Ocean, which would complete this “missing piece” of the puzzle. Until these pieces are put together and a comprehensive policy is adopted, projects would need to have climate change and sea level rise studies done on a project-by-project basis.

There have been studies done to determine the costs sea level rise would have on California and what benefits the coastal resources have on the state’s economy, including one done for the California Department of Boating and Waterways. The following tables and the table on page 4 show some of the costs that coastal resources can incur due to sea level rise.

100-Year Coastal Flood Impacts (millions of dollars)

Scenario	Baseline	1.0 m Sea-Level Rise		1.4 m Sea-Level Rise		2.0 m Sea-Level Rise	
	2000	2050	2100	2050	2100	2050	2100
Ocean Beach	6.5	9.1	14.6	9.8	19.6	11.4	36.4
Carpinteria	1.5	2.4	6.9	4.0	10.7	4.6	19.5
Zuma	12.6	17.1	24.6	18.2	28.5	20.8	37.1
Venice	7.0	12.6	31.6	15.1	51.6	19.4	96.2
Torrey Pines	3.0	3.4	3.9	3.4	5.0	3.7	6.7

Note: Damages (in millions of 2010 dollars) from a 100-year coastal flood in year 2000 followed by three respective sea-level rise scenarios (1.0 m, 1.4 m, and 2.0 m by 2100) in 2050 and 2100.

Table E2: Upland Erosion Impacts

Upland Erosion Impacts (millions of dollars)

Scenario	1.0 m Sea-Level Rise		1.4 m Sea-Level Rise	
	2050	2100	2050	2100
Ocean Beach	49.5	177.1	99.5	540.3
Carpinteria	0.1	0.3	0.1	0.3
Torrey Pines	4.0	338.9	4.0	353.3

A determination of how much adaptation strategies could cost may be a product of the OPC grant. Examples of the cost of a vertical seawall, for instance, have ranged from \$1500 to \$2000 per lineal foot for the ones that have been built in Imperial Beach. The costs for bluff armoring have been in excess of \$5000 per foot.

Annual Beach Benefits: 1.4m Sea-Level Rise				(millions of dollars)
Site	Category	Year 2000 Value	Year 2050 Value	Year 2100 Value
Ocean Beach	% Beach Area	100%	69%	7%
	Recreational Value	3.4	2.6	0.00
	Habitat Value	0.09	0.06	0.01
	Spending	22.3	18.4	0.00
	Tax Revenue	1.7	1.4	0.00
Carpinteria	% Beach Area	100%	85%	65%
	Recreational Value	15.7	14.0	10.0
	Habitat Value	0.06	0.05	0.03
	Spending	114.0	105.3	81.7
	Tax Revenue	9.7	9.0	6.9
Zuma	% Beach Area	100%	89%	67%
	Recreational Value	71.0	65.4	52.7
	Habitat Value	0.10	0.09	0.07
	Spending	390.6	369.0	315.0
	Tax Revenue	29.3	27.7	23.6
Venice	% Beach Area	100%	95%	83%
	Recreational Value	78.2	76.1	71.4
	Habitat Value	0.33	0.31	0.28
	Spending	884.5	860.9	808.0
	Tax Revenue	66.3	64.6	60.6
Torrey Pines	% Beach Area	100%	75%	23%
	Recreational Value	5.6	4.6	1.3
	Habitat Value	0.01	0.01	0.00
	Spending	35.5	30.6	10.6
	Tax Revenue	2.7	2.3	0.8

Staff proposes to submit an application to do the data collection, analysis, and adaptation strategy development during the first grant cycle and, if authorized by the City Council, only commit to completing the LCP amendment phase (along with the CEQA document) during the second grant round. Staff notes, however, that the Grant Announcement for these available grant funds specifically states that "a resolution from the applicant committing to completing an LCP Amendment submittal to the Commission for updating the LCP will be required as a part of this application." After contacting the grant agency, the TRNERR was advised that, without a resolution committing to the submittal of an LCP Amendment to the Coastal Commission, our grant application would have little or no chance of being awarded. Staff acknowledges that committing to the submittal of an LCP at this early stage without knowing what, exactly, such an LCP Amendment might include, could be problematic for the City Council. Taking the approach of applying only for funds to complete the first two phases, however, may greatly reduce (if not preclude) the chances for a receiving a grant award. Staff believes, however, that requesting the City Council to commit to the submittal of an LCP Amendment without knowing and understanding what such an amendment may or may not recommend in terms of sea level rise adaptation strategies (let alone what the Coastal Commission may require) presents practical difficulties and concerns. For this reason, staff has provided two options under the recommendations section of this staff report that the City Council may consider.

The grant application describes the project in terms of steps that are similar to the work that was done for the San Diego Bay Sea Level Rise Adaptation Strategy. The grant guidelines encourage applicants to propose contributions as leverage to enhance their chances of obtaining the grant. With city funds constrained, the only contributions that can be foreseen would be in-kind staff hours and collaboration with other agencies involved with sea level rise studies (e.g. the TRNERR and the US Navy). Staff has been advised that the grant projects would need to be completed by April 2016.

LOCAL COASTAL PROGRAM (LCP)/ GENERAL PLAN (GP): The focus of this grant program is to provide funding so that coastal cities could amend their LCPs by identifying strategies to adapt to sea level rise impacts and protect coastal resources. This project would eventually include a proposal to amend the Imperial Beach LCP/GP. Pursuant to California Code of Regulations Code §13515 (14 CCR 13515) and California Government Code §65352, a 45-day public and agency review period would eventually need to be provided. Pursuant to Government Code Section 65300.5, a consistency analysis would need to show that the proposed GPA/LCPA would be internally consistent with other policies of the general plan/ local coastal program. Additionally, any zoning amendments would need to be externally consistent with the General Plan policies pursuant to Government Code Section 65860. The grant application is seeking funds to have this LCP amendment work performed by the City Planner.

ENVIRONMENTAL DETERMINATION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA): During the implementation phase of the grant, an environmental document would need to be prepared, reviewed, and adopted per CEQA. It would either be a mitigated negative declaration (MND) or, more likely, an environmental impact report (EIR). The grant application describes this work in the proposal to be done by a professional consultant. EIR work by consultants has been about \$125,000.

COASTAL PERMIT JURISDICTION: The project site is located in the coastal zone as indicated on the Local Coastal Program Post Certification and Appeal Jurisdiction Map; therefore, any amendments to the LCP would need to be certified by the California Coastal Commission under the California Public Resources Code 30514.(b).



CALIFORNIA OCEAN PROTECTION COUNCIL

John Laird, Secretary for Natural Resources, Council Chair
 Gavin Newsom, Lieutenant Governor, State Lands Commission Chair
 Linda Adams, Secretary for Environmental Protection
 Susan Golding, Public Member
 Geraldine Knatz, Public Member
 Fran Pavley, State Senator
 Toni Atkins, State Assemblymember

Resolution of the California Ocean Protection Council on Sea-Level Rise Adopted on March 11, 2011

FISCAL ANALYSIS:

\$2.5 million is the total amount of grants that would be awarded. The awards are anticipated to be in the range of \$50,000 to \$250,000. The guidelines also mention that a second round of grants may be considered in the summer of 2014. The TRNERR/Coastal Training Program have offered to assist with much of the technical work. It is anticipated that up to half of the City Planner's time may be devoted to the sea level rise project. The total grant request is for \$200,000 with \$65,000 in Round 1 and \$135,000 in Round 2.

CURRV
Climate Understanding &
Resilience in the River Valley

**DEPARTMENT RECOMMENDATION:**

1. Receive report and entertain testimony;
2. Consider adoption of Resolution No. 2013-7342 approving the submittal of the sea level rise grant application with the following two options for the inclusion of language regarding the commitment to submit an LCP Amendment to the Coastal Commission:
 - a. **WHEREAS**, the City of Imperial Beach, recognizing the problems and issues associated with climate change identified in the application package attached hereto as Attachment 2 and made part of this Resolution as fully set forth herein, ***desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of an LCP Amendment, that would address such impacts;*** OR
 - b. **WHEREAS**, the City of Imperial Beach, recognizing the problems and issues associated with climate change identified in the application package attached hereto as Attachment 2 and made part of this Resolution as is fully set forth herein, ***may desire to pursue a project that, depending on the results of the vulnerability and adaptation phases of the project, may result in the completion and submittal for certification by the California Coastal Commission of an LCP Amendment, that would address such impacts;*** and

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7342
2. OPC Grant Application
3. Local Coastal Program Sea Level Rise Adaptation Grant Program Announcement
4. California Sea-Level Rise Guidance Document

C: file MF 1025 IB Climate Action Plan

Kristen Goodrich, Coastal Training Program Coordinator, Tijuana River National Estuarine Research Reserve, 301 Caspian Way, Imperial Beach, CA 91932
kgoodrich@trnerr.org

Danielle Boudreau, Tijuana River National Estuarine Research Reserve, 301 Caspian Way, Imperial Beach, CA 91932 dboudreau@trnerr.org

Peter A. Kennedy, N40 Environmental Program Manager, Commander, Navy Region Southwest, 937 North Harbor Drive, San Diego, CA 92132-0058
peter.a.kennedy@navy.mil

Nicola Hedge, Climate Initiative Manager, San Diego Foundation, 2508 Historic Decatur Road, San Diego, CA 92106 nicola@sdfoundation.org

Mary Small, California State Coastal Conservancy, 1330 Broadway, 13th Floor, Oakland, CA 94612-2530 msmall@scc.ca.gov

Sylvie B. Lee, Grants Program Coordinator, California Coastal Commission, 45 Fremont Street Suite 2000 San Francisco, CA 94105-2219 Sylvie.Lee@coastal.ca.gov

RESOLUTION NO. 2013-7342

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE SUBMITTAL OF AN OCEAN PROTECTION COUNCIL LOCAL COASTAL PROGRAM SEA LEVEL RISE ADAPTATION GRANT APPLICATION. M.F. 1025

WHEREAS, the California Ocean Protection Council, under the authority of the Ocean Protection Act, approved a competitive grant program to provide financial assistance for local and regional vulnerability assessments and updates to Local Coastal Programs (LCPs) and other Coastal Act authorized plans to address sea-level rise, coastal hazards and other climate change-related impacts; and

WHEREAS, the goal of the grant program is to develop updates to LCPs or other Coastal Act authorized plans to address sea-level rise and other climate change impacts, and

WHEREAS, grant proposals submitted under this grant program must address at least one certified LCP segment or other defined planning segment, such as a certified Port Master Plan or University Long Range Development Plan, or, in jurisdictions without certified LCPs, proposals must demonstrate that the applicable jurisdiction has committed to the process to complete an LCP (or other Coastal Act authorized plan) or that such process is underway; and

WHEREAS, the City of Imperial Beach, has an effectively certified LCP; and

WHEREAS, the City of Imperial Beach, recognizing the problems and issues associated with climate change identified in the application package attached hereto as Attachment 2 and made part of this Resolution as fully set forth herein, desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of an LCP Amendment, that would address such impacts;

OR

WHEREAS, the City of Imperial Beach, recognizing the problems and issues associated with climate change identified in the application package attached hereto as Attachment 2 and made part of this Resolution as if fully set forth herein, may desire to pursue a project that, depending on the results of the vulnerability and adaptation phases of the project, may result in the completion and submittal for certification by the California Coastal Commission of an LCP Amendment, that would address such impacts; and

WHEREAS, the City of Imperial Beach will coordinate with the staffs of the California Coastal Commission, the State Coastal Conservancy and the Ocean Protection Council in undertaking the project, if approved.

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

1. Directs City of Imperial Beach staff to submit the grant application package attached hereto as Attachment 2 to the Ocean Protection Council to provide financial and planning assistance, under authority of the Ocean Protection Act, in the amount of \$ 200,000 to fund the project more particularly described in the grant application package.



LOCAL COASTAL PROGRAM
SEA LEVEL RISE ADAPTATION
GRANT APPLICATION FORM

ATTACHMENT 2

APPLICANT INFORMATION:

Applicant name (organization): City of Imperial Beach

Address: 825 Imperial Beach Blvd., Imperial Beach, CA 91932

Contact name: Jim Nakagawa

Telephone: 619-628-1355 Fax: 619-424-4093 Email: jinakagawa@imperialbeachca.gov

Federal Tax ID# 95-6006475

Position(s) whose incumbents are authorized to negotiate agreements and amendments: City Manager

Signature: _____

Date: Click here to enter a date.

PROJECT INFORMATION:

Project title: Imperial Beach Sea Level Rise Adaptation Strategy

LCP Segment: City wide

LCP or other plan title: Imperial Beach LCP / GP

Project location: City: Imperial Beach
Street: 825 Imperial Beach Blvd

County: San Diego
Cross street: 9th Street

Latitude: 32.576474

Longitude: 117.115886

Elected Representatives for Project:

Congressional District(s):

Name(s): Susan Davis Number(s): 53

State Senate District(s):

Name(s): Ben Hueso Number(s): 40

Assembly District(s):

Name(s): Toni Atkins Number(s): 78

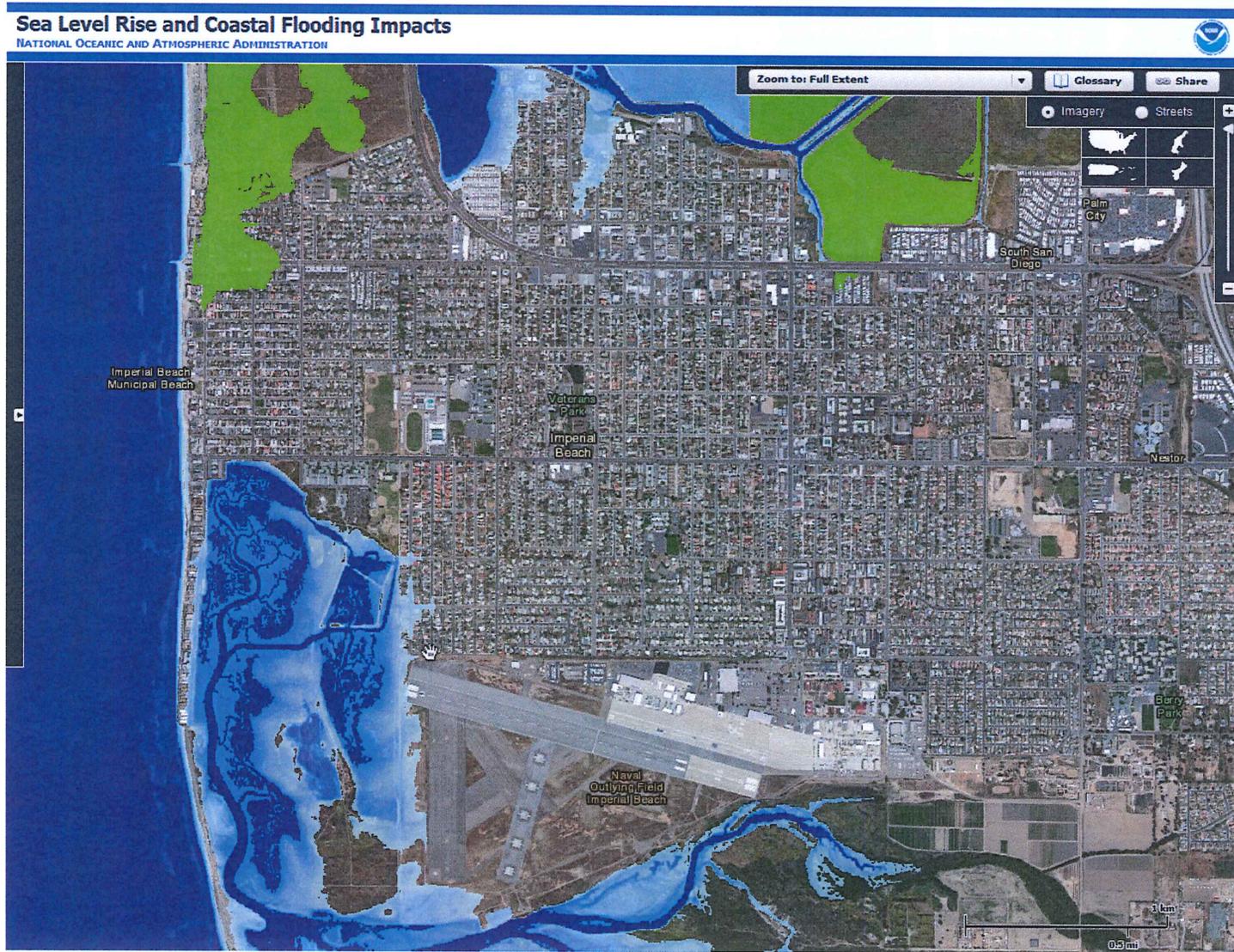
Planning Area



Map 1: City of Imperial Beach

LCP Sea Level Rise Grant Application Form

Map 2: This map from NOAA's Sea Level Rise Viewer shows potential inundation associated with 5 feet (approximately 1.5 meters) of sea level rise.



Project Description

a. Goal and Objective(s)

The primary goal of this project is to fill in the final gap in understanding the potential impacts Imperial Beach may experience along the portion of the City bordering the Pacific Ocean, linking the mapping and vulnerability assessments conducted by The San Diego Foundation to inform the development of the San Diego Bay Sea Level Rise Adaptation Strategy addressing the City's northern section that borders San Diego Bay/ Otay River, and the research being conducted along the City's southern portion that borders the Tijuana River and Estuary by the Tijuana River National Estuarine Research Reserve (TRNERR) as part of the *Climate Understanding & Resilience in the River Valley* (CURRV) project (Refer to Figure 1). Upon completion of this vulnerability assessment, Imperial Beach will take the results of the San Diego Bay Sea Level Rise Adaptation Strategy, CURRV project, and Imperial Beach Sea Level Rise Adaptation Study funded by this proposal to develop specific city-wide adaptation strategies to inform an update to their Local Coastal Program (LCP).

The City plans to apply for the two separate grant cycles offered by the Coastal Commission, Ocean Protection Council, and Coastal Conservancy. Below is a timeline, outlining the specific objectives the City will pursue in the first and second grant rounds. Please see CIII: Obstacle to Overcome for rationale.

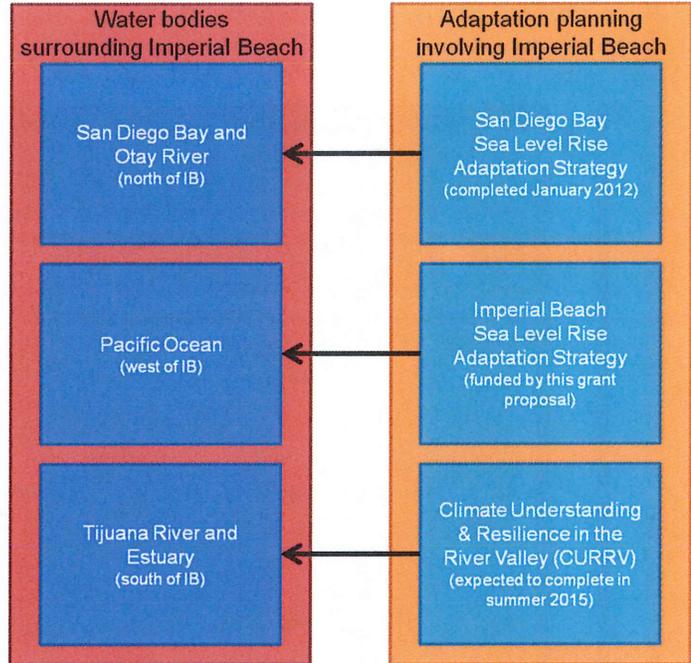


Figure 1: Outlines the three bodies of water that surround Imperial Beach and the adaptation planning efforts that will inform how the City adapts to sea level rise at each individual water body.

Objectives	
First Round Grant Cycle	
Stakeholder Engagement	Year 1 & 2
<ul style="list-style-type: none"> • Public, City Council, and various City departments 	
Assessment of Imperial Beach's Vulnerability to Sea Level Rise Impacts	Year 1
<ul style="list-style-type: none"> • Sea-Level Rise Data Gathering, Modeling, Mapping, and Science <ul style="list-style-type: none"> ○ Use CoSMoS 2.0 (if not funded, another model) to map the impacts of sea level rise to the portion of the City bordering the Pacific Ocean • Vulnerability Assessment <ul style="list-style-type: none"> ○ Analyze results of CoSMoS 2.0 to determine what portions of the City are exposed to the impacts of sea level rise ○ Assess the sensitivity and adaptive capacity of those systems that CoSMoS 2.0 shows are likely to be exposed to flooding 	
Develop and Evaluate Adaptation Strategies	Year 2
<ul style="list-style-type: none"> • Consider all available strategies to help improve the resiliency of Imperial Beach's Pacific shoreline, considering possible natural adaptation strategies 	
Second Round Grant Cycle	
Preparation of CEQA documents	Year 2&3
Updates to Local Coastal Programs and Adoption of CEQA documents	Year 3

LCP Sea Level Rise Grant Application Form

b. Need

Imperial Beach is bounded on three sides by bodies of water- the Pacific Ocean, San Diego Bay/ Otay River, and the Tijuana River and Estuary- leading to flooding in low-lying areas of the City during storm events. The City contains valuable coastal resources (such as a public beaches and an estuary that has been designated as a 'wetland of international importance' by the Ramsar Convention) and has critical infrastructure (such as water lines, storm drain facilities, sewer lines and lift stations, and roads that provide access to coastal beaches) that would be threatened by sea level rise (SLR) conditions and raise public safety and health issues. In 2005, the City commissioned an Urban Waterfront and Ecotourism Study to identify market niches and development projects to capture those markets so that Imperial Beach can grow economically while being environmentally responsible. Imperial Beach has visitor accommodations along the coast including the new Pier South Hotel that is nearing completion (and which required an LCP amendment and an EIR for its facilitation) to capture the birder and recreation market (as recommended by the study) by providing these needed accommodations along the coast. Sea level rise, however, may pose a threat to these investments. Finally, state housing law encourages the preservation and protection of affordable housing in the coastal zone. This adaptation study would help to identify those at-risk units and provide adaptation strategies to preserve such units.

Imperial Beach has been actively involved in regional adaptation planning, helping to build regional capacity to address the local impacts associated with sea level rise. The San Diego Foundation funded an adaptation strategy (with the participation of the cities of Coronado, Imperial Beach, National City, Chula Vista, San Diego, the San Diego Airport Authority, and the San Diego Port District) for San Diego Bay that was completed in January of 2012. In addition, Imperial Beach is collaborating with the Tijuana River National Estuarine Research Reserve, who was recently awarded a three-year grant from NOAA's Climate Program Office, on the CURRV project, where a vulnerability assessment of Tijuana River Valley resources will be conducted to inform the development of adaptation strategies addressing flooding and inundation caused by sea level rise. Imperial Beach also continues to stay updated on the US Navy's adaptation research and planning, as they have a number of valuable assets and resources in and around Imperial Beach that may be impacted by sea level rise and are pursuing studies that will assess what sea level rise impacts may have on their assets, operations, and resources. This proposed study would seek to validate this previous work.

The Sea Level Rise Adaptation Strategy for San Diego Bay addresses the vulnerabilities on one side of Imperial Beach bounded by water, the northern edge of the City that is bordered by the San Diego Bay and Otay River. The CURRV project will address the need for such a study on the second side of Imperial Beach that is bounded by water, the southern side of the City bordering the Tijuana River and Estuary. The proposed project to assess Imperial Beach's vulnerability to sea level rise impacts on the Pacific Ocean side and identify strategies to adapt to such impacts will close the gap on the remaining side bordering the open ocean, and assist in developing the CEQA documents and a program of amendments to the Local Coastal Program designed to protect coastal resources as provided in the Coastal Act. Implementation of this proposal would not only fill-in the mapping and vulnerability assessment gaps for the City but would also close a large regional gap as the City of Imperial Beach is the only shoreline that has not had sea level rise mapped and vulnerabilities assessed in some capacity, as all jurisdictions ranging from San Diego Bay south to the border have already completed or are currently assessing vulnerabilities and developing adaptation strategies.

As demonstrated above, City staff are actively involved in regional climate adaptation planning and have spent an extensive amount of time building experiential capacity within City departments to address sea level rise. Unfortunately, a large portion of Imperial Beach's staff was funded by re-development funds, which are no longer available to support staff salaries, leading to wide sweeping lay-offs. In order to ensure that Imperial Beach staff continue to be regional leaders in sea level rise adaptation planning further funding is required to support staff time designated for sea level rise adaptation.

c. Approach

LCP Sea Level Rise Grant Application Form

This project's methodology builds off of the approaches used to develop the San Diego Bay Sea Level Rise Adaptation Strategy and the CURRV project, using existing data where possible without duplicating past studies and leveraging other regional adaptation planning that is being conducted.

I. Stakeholder engagement

Stakeholders will be engaged using the framework employed during the development of the San Diego Bay Sea Level Rise Adaptation Strategy and CURRV, including involving members of the public and City Council as stakeholders. In addition, the project team will consult with various City departments and other relevant collaborators, such as the U.S. Navy, Port of San Diego, and the CURRV Steering Committee to identify task responsibilities, guide the project, and avoid duplicative effort. Within this framework, stakeholders are fully engaged throughout the process by holding workshops or meetings that provide regular project updates and train members to understand the basics of climate science, vulnerability assessments, and climate adaptation. This gives stakeholders a baseline understanding of the science and methodology behind climate change adaptation, allowing decision-makers to make informed decisions regarding the development of adaptation strategies that will be effectively integrated into the LCP.

As a partner in this project, TRNERR's Coastal Training Program (CTP) will play a key coordination role in facilitating stakeholder engagement, helping to provide workshop and evaluation support throughout the process. In addition, the CURRV project will help to leverage the work conducted under this grant by contributing a vulnerability assessment and adaptation strategy that outlines specific considerations for the southern portion of the City bordering the Tijuana River and Estuary.

II. Workplan

- **First Round Grant Cycle: Year One**
Assessment of Imperial Beach's Vulnerability to Sea Level Rise Impacts

Sea-Level Rise Data Gathering, Modeling, Mapping, and Science

As stated above, the primary goal for this project is to fill in the final unknown regarding the impacts of sea level rise along Imperial Beach's Pacific Ocean shoreline, linking the analysis conducted to inform the development of the San Diego Bay SLR Adaptation Strategy along Imperial Beach's northern border and the research being conducted along the southern border by TRNERR as part of the CURRV project. As demonstrated in Map 2 above, Imperial Beach has large low-lying areas to the north and will experience extensive estuarine flooding to the south but the NOAA sea level rise viewer does not provide enough in-depth detail for City staff to be able to determine the full extent of the flooding along the Pacific Ocean. Further mapping detail would help City officials identify critical infrastructure, public access ways, and natural resources that may be threatened by flooding along the western side of the City. In order to complete this analysis, the City will utilize existing data sources available to assess the risk posed by sea level rise and/or increased storms along the coast, including the recently completed high resolution Coastal LIDAR elevation data and some regional modeling efforts. Ideally the funding granted to the City for modeling and mapping will be designated as a contribution towards the Coastal Conservancy's efforts to bring CoSMoS 2.0, developed by Dr. Patrick Barnard and colleagues from U.S. Geological Survey (USGS), to the south coast, providing a more detailed modeling of physical processes to assess risks. CoSMoS explicitly models the waves, currents, and water-levels across the entire study area using a process-based modeling approach. Model inputs include elevation data through digital elevation models (DEMs), waves generated from the output of global circulation models (GCMs), wind and atmospheric pressure from GCMs, and various sea-level rise scenarios. This model would help to capture not only the impacts associated with flooding caused by sea level rise but demonstrate how shoreline change will impact our coastal infrastructure. In the event that CoSMoS is not made available to the south coast, the City of Imperial Beach will use this portion of the grant to go towards hiring an independent consultant to complete the mapping portion of this proposal.

LCP Sea Level Rise Grant Application Form

Vulnerability Assessment

Upon completion of the mapping described above a full vulnerability assessment will be conducted, considering the vulnerabilities associated with flooding caused by sea level rise from all three water bodies bordering the City- San Diego Bay/ Otay River, Pacific Ocean, and Tijuana River/ Estuary- building off the adaptation work conducted by regional collaborators including The San Diego Foundation, Port of San Diego, TRNERR, and U.S. Navy. The assessment would involve a full analysis of the three primary components of vulnerability – exposure¹, sensitivity², and adaptive capacity³ – each of which contribute to the overall vulnerability of a functional system (Refer to Figure 1). A vulnerability assessment will help the City of Imperial Beach determine what aspects of the natural environment and built infrastructure are resilient or require adaptation measures to reduce vulnerabilities to flooding. When a system is exposed to a specific climate change impact such as flooding from sea level rise, with high sensitivity and low adaptive capacity, it is likely to be vulnerable and requires the City to develop adaptation strategies to increase the resiliency of the system

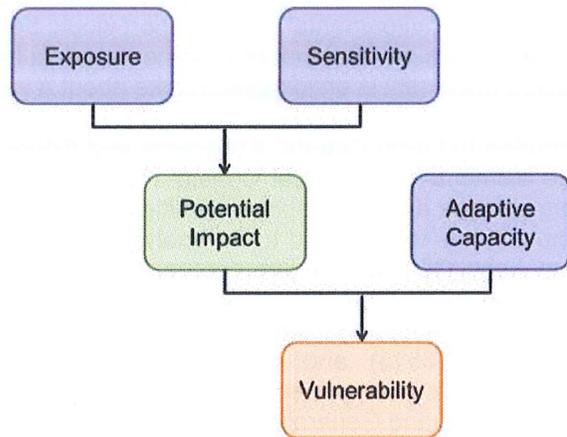


Figure 2: The relationship between the key components of vulnerability: exposure, sensitivity, and adaptive capacity [1].

Both the natural and built environments in the coastal zone could be impacted due to sea level rise. The systems in these environments considered for vulnerability analysis may include:

- ◆ Subtidal aquatic ecosystems
- ◆ Transitional ecosystems
- ◆ Upland ecosystems
- ◆ Contaminated sites
- ◆ Residential building stock
- ◆ Commercial building stock
- ◆ Parks, recreation, and public access
- ◆ Emergency response facilities
- ◆ Potable water
- ◆ Wastewater
- ◆ Stormwater management

• First Round Grant Cycle: Year Two Development and Evaluation of Adaptation Strategies

Although a number of adaptation strategies were developed for the San Diego Bay Sea Level Rise Adaptation Strategy and there will be a number of strategies identified for the CURRV project's adaptation strategy for the Tijuana River Valley within the coming year, additional adaptation strategies for the Pacific-side of the City will need to be developed and evaluated to comply with coastal policies and for their effectiveness, leveraging the extensive regional adaptation planning that the City has already committed their efforts towards. For this portion of the project, the City would conduct a full analysis of all available adaptation strategies, with specific consideration of possible natural adaptation strategies, such as wetland restoration and living shorelines. As Imperial Beach collaborates with TRNERR for the CURRV project, there will be extensive analysis and expert discussion surrounding natural adaptation strategies and how to help communities effectively implement them within the River Valley, providing a venue for City staff to gain experience in how natural adaptation strategies will not only enhance natural ecosystems in and around the City but may help reduce local vulnerabilities to sea level rise.

• Second Round Grant Cycle: Years Two and Three Preparation of CEQA documents

¹ **Exposure** is a determination of whether the system will experience a specific changing climate condition or impact.

² **Sensitivity** is the degree to which the system would be impaired by the impact if it were exposed.

³ **Adaptive capacity** is the ability of the system to change in order to maintain its primary functions even as it is exposed to an impact.

LCP Sea Level Rise Grant Application Form

An amendment to the LCP would be defined as a project under CEQA. The possibility of having to prepare an environmental impact report would be likely, meaning the City would require funding to have it prepared by a professional environmental consultant due to already strained budgets and staff resources. Such a document is anticipated to take about a year to prepare and adopt.

Updates to Local Coastal Programs and Adoption of CEQA documents

The elements of the Local Coastal Plan that are anticipated to be amended would include: circulation, conservation and open space, facilities and services, land use, parks and recreation, and safety. These amendments would need to be analyzed for their internal consistency with other policies of the general plan/ Local Coastal Program pursuant to Government Code Section 65300.5. The proposed amendment would be subject to public and agency review pursuant to a six-week/45-day public review period prior to any final action being taken by the City Council, pursuant to California Code of Regulations Code §13515 (14 CCR 13515) and California Government Code §65352. The Zoning Ordinance, as the implementation component of the LCP, would need to be amended in order to be externally consistent with the LCP and General Plan pursuant Government Code Section 65860.

III. Obstacles to overcome

Effective climate change communications, especially in the area of risk and uncertainty, and the recognition of potential delays related to degrees of climate literacy, is central to the successful implementation of this work. Lack of agreement about the extent of sea level rise impacts is one example of a challenge presented when communicating about climate change. Outreach to the community and incoming and current elected officials about climate change is an evolving process and requires time and trust.

Additionally, for buy-in, the City needs results from the vulnerability assessment and adaptation strategy (first grant round cycle) to commit to amending the LCP (second grant round cycle). In the absence of this information and the opportunity to consider the results of a vulnerability assessment, the City proposes a two-stage approach that would first achieve critical information gathering and planning, which will later position the City for consideration of an LCP amendment.

d. Benefit

Currently, the City is uncertain of what vulnerabilities to climate change threaten the public's ability to live, access, and enjoy Imperial Beach's Pacific coastline. This study would help to ensure that the City of Imperial Beach can adequately prepare for sea level rise by helping City officials to identify potential impacts that can be expected along the Pacific shoreline. By assessing the vulnerabilities and developing adaptation strategies specifically targeting the portion of the City bordering the open ocean, staff will be able to ensure that natural coastal habitat is adequately protected against rising seas. Without this assessment the City of Imperial Beach may end up in a "reactionary" position in which in the face of catastrophe, the City responds quickly to protect human lives and critical infrastructure. Often in these scenarios protecting the natural environment is a secondary concern for City officials. Through this grant proposal, the City of Imperial Beach hopes to be able to be in a long-range planning position in which the City has time to consider all options, providing abundant opportunity to protect and enhance natural coastal habitat, along with public access to the ocean, estuary, and bay that border Imperial Beach.

The outputs of this project will also give the City adequate resources to consider a wider variety of adaptation strategies, providing full consideration of natural adaptation strategies, such as living shorelines. Natural strategies would not only protect human communities but enhance coastal habitat resiliency to sea level rise and the ability of recreationists to access such natural habitats.

A broader benefit of this project is the ability to increase coordination among City leadership, regarding sea level rise and how the City hopes to adapt to a changing climate. In addition, implementation of this proposal provides the City an opportunity to begin a conversation with the public about climate change and what it may mean for their community into the future.

e. Transferability

LCP Sea Level Rise Grant Application Form

Over the past several years, the City has acquired extensive experience with sea level rise vulnerability assessments and adaptation planning. Staff have consistently demonstrated Imperial Beach's commitment to increase regional capacity to adapt to climate change by regularly attending numerous regional sea level rise adaptation planning meetings, including the San Diego Bay Sea Level Rise Adaptation Strategy Steering Committee meetings led by ICLEI – Local Governments for Sustainability, CURRV Steering Committee and Stakeholder Working Group meetings facilitated by TRNERR, and Regional Climate Collaborative meetings with The San Diego Foundation. Each meeting provides a unique forum for bidirectional information and science transfer where lessons learned from adaptation planning can be shared and leveraged between regional partners, ensuring that what lessons the City learns through the implementation of this grant will be passed along to other regional partners. As a partner in this grant application, TRNERR will help the City of Imperial Beach to communicate lessons learned throughout the implementation of this project to the CURRV Stakeholder Working Group in order to strengthen regional consistency by encouraging communication and coordination among collaborators. This commitment to coastal climate adaptation planning has provided the City with strong regional partnerships and a solid foundational knowledge from which this grant can build off of, ensuring successful transfer of lessons learned under this grant to other regional communities looking to undertake similar efforts.

f. Implementation

This grant would provide the City an opportunity to begin visualizing and analyzing the specific vulnerabilities that the City will have to adapt to along the Pacific shoreline; while providing the community the scientific expertise to determine what adaptation strategies are best suited to protect both the built and natural environments that are central to the future sustainability of Imperial Beach. Funds from this grant would provide an opportunity for the City to gain expertise through consultants mapping sea level rise and engineering adaptation strategies, as well as enhance communication between City officials, staff, and the public through meetings or workshops that address how to update the LCP to most effectively protect coastal resources. The elements of the LCP that are anticipated to be amended would include: circulation, conservation and open space, facilities and services, land use, parks and recreation, and safety (For more specifics detail into the planning process please refer to the *Approach* section above). The successful implementation of this grant would build upon City staff's expertise in adaptation planning, leveraging the strong regional partnerships rooted in the City's involvement in adaptation planning in San Diego Bay and the Tijuana River Valley.

LCP Sea Level Rise Grant Application Form

Budget Information

Funding Request (round 1): \$65,000

Anticipated Funding Request (round 2): \$135,000

Total Project Cost: \$200,000

Other Funding Sources (not including in-kind services):

Regional support for adaptation planning has helped Imperial Beach plan for sea level rise along the San Diego Bay/ Otay River and the Tijuana River and Estuary. The San Diego Foundation supported the San Diego Bay Sea Level Rise Adaptation Strategy and a grant from the Coastal and Ocean Climate Applications Program of the National Oceanic and Atmospheric Administration (NOAA) Climate Program Office is supporting the adaptation planning in the Tijuana River Valley facilitated by TRNERR.

In-kind Services: \$9200

Description	Amount
Staff time spent on the development of the San Diego Bay SLR Adaptation Strategy (completed)	108 hours = \$4600
Staff time spent on the CURRV project (expected)	108 hours = \$4600

Preliminary Budget

Task Number	Task	Applicant's Funding	OPC	Other Funds	Total Cost
First Round Grant Cycle					
1	Stakeholder engagement/workshop support/climate change communications: (TRNERR CTP staff time)		\$10,000		\$10,000
2	Phase 1: Sea-Level Rise Data Gathering, Modeling, Mapping, and Science (CoSMoS 2.0)		\$20,000		\$20,000
3	Phase 2: Vulnerability Assessment: (IB staff time)		\$15,000		\$15,000
4	Develop and Evaluate Adaptation Strategies (independent consultant)		\$20,000		\$20,000
TOTAL			\$65,000		\$65,000
Second Round Grant Cycle					
5	Preparation of CEQA documents (independent consultant)		\$100,000		\$100,000
6	Updates to Local Coastal Programs and Adoption of CEQA documents (IB staff time)		35,000		35,000
TOTAL			135,000		135,000
TOTAL PROJECT COST:					200,000

LCP Sea Level Rise Grant Application Form

Schedule

Proposed starting date: September 2013

Estimated completion of first round grant cycle: September 2015

Estimated completion of second round grant cycle: September 2018

Milestone Schedule

Activity	Completion Date
Stakeholder Engagement/Climate Change Communications <ul style="list-style-type: none"> • Stakeholder coordination • Outreach activities <ul style="list-style-type: none"> ○ City Council ○ City staff ○ Public 	September 2013 – September 2015
Assessment of Imperial Beach's Vulnerability to Sea Level Rise Impacts <ul style="list-style-type: none"> • Phase 1: Sea-Level Rise Data Gathering, Modeling, Mapping, and Science <ul style="list-style-type: none"> ○ Use CoSMoS 2.0 (if not funded, another model) to model the impacts of sea level rise to the portion of the City bordering the Pacific Ocean • Phase 2: Vulnerability Assessment <ul style="list-style-type: none"> ○ Analyze results of CoSMoS 2.0 to determine what portions of the City are exposed to the impacts of sea level rise ○ Assess the sensitivity and adaptive capacity of those systems that CoSMoS 2.0 shows are likely to be exposed to flooding 	Phase 1: Sept 2013- Jan 2014 Phase 2: Jan 2014-June 2014
Develop and Evaluate Adaptation Strategies <ul style="list-style-type: none"> • Consider all available strategies to help improve the resiliency of Imperial Beach's Pacific shoreline, considering possible natural adaptation strategies 	2014-2015
Second Round Grant Cycle	
Preparation of CEQA documents	2015-2016
Updates to Local Coastal Programs and Adoption of CEQA documents	2016

LCP Sea Level Rise Grant Application Form

Works Cited

[1] P. Glick, B. A. Stein and e. and N.A. Edelson, "Scanning the Conservation Horizon: A Guide to Climate Change Vulnerability Assessment," National Wildlife Federation, Washington, D.C., 2011.

Links to Websites for Referenced Projects

[Climate Understanding & Resilience in the River Valley- CURRV](#) (TRNERR)

[San Diego Bay Sea Level Rise Adaptation Strategy](#) (ICLEI, The San Diego Foundation)



LOCAL COASTAL PROGRAM SEA LEVEL RISE ADAPTATION GRANT PROGRAM ANNOUNCEMENT

The Ocean Protection Council, California Coastal Commission and State Coastal Conservancy announce the availability of grants to encourage local governments and other entities responsible for planning under the California Coastal Act ([Coastal Act](#)) to develop and adopt updated plans that conserve and protect coastal resources from future impacts from sea-level rise and related climate change impacts such as extreme weather events. The grant application form is [available here](#).

There is consensus that the California coast will experience significant impacts from the combined effect of sea-level rise, extreme high tides, storms and coastal erosion in the future. These impacts will play out differently in each region of the coast depending on the shoreline structure, development pattern and many other variables. Understanding, planning for, and preparing for these impacts must be done at the local, regional, and statewide scale. The purpose of these grants is to support this work at local and regional scale, particularly through local coastal planning pursuant to the Coastal Act.

This grant program is focused on updating Local Coastal Programs (LCPs), and other plans authorized under the Coastal Act such as Port Master Plans, Long Range Development Plans and Public Works Plans (other Coastal Act authorized plans) to address sea-level rise and climate change impacts because they are the fundamental planning documents for the California coast.

LCPs are required by the Coastal Act for each coastal jurisdiction, and are the basic planning and regulatory tool that guides development in the coastal zone in conformity with Coastal Act goals and policies. LCPs must specify the kind, location, and intensity of land uses, the applicable resource protection and development policies and implementing ordinances. LCPs are prepared primarily by local governments, and, once certified, govern most coastal permit decisions that can affect the short- and long-term conservation and use of coastal resources. Following adoption by the local planning authority, an LCP is submitted to the Coastal Commission which reviews and certifies as consistent with State law. The Coastal Act also includes requirements related to other authorized plans, such as Port Master Plans, Public Works Plans and University Long Range Development Plans which may involve entities other than the local government.

LCP Sea Level Rise Grant Announcement

Background

The National Research Council (NRC) recently released its report [“Sea-level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future”](#) (NRC Report). The NRC Report confirms that California has already experienced sea-level rise and is likely to experience significant increases in sea-level over the next century. The NRC Report also concludes that over the next several decades the most significant impacts will come from the combined effects of sea-level rise and extreme weather events (coastal storms and surges), particularly during El Niño storm cycles and high tides. El Niño events of 1982 and 1997 caused temporary increases in sea-level that combined with storm surges resulted in significant coastal flooding and erosion. Impacts from these kinds of events will likely be amplified as sea-level rises. The NRC Report concludes that sea-level change has enormous implications for coastal planning, land use, and development along the California coast. A 2009 Pacific Institute study, funded in part by the OPC, estimated that without any proactive planning the economic impacts of sea-level rise by 2100 could exceed \$100 billion.

California’s [2009 Climate Adaption Strategy](#) identified the need to support regional and local planning to address sea-level rise impacts, and specifically highlights the importance of updating Local Coastal Programs as a key adaptation strategy. The Coastal and Oceans chapter states that “all coastal jurisdictions, in coordination with the Coastal Commission, should begin to develop amended LCPs that include climate change impacts” (pg 77). The California Natural Resources Agency and California Emergency Management Agency recently released the California [Climate Change Adaptation Policy Guide](#) which emphasizes the importance of starting to plan for climate change impacts immediately and recognizes the critical role of local and regional jurisdictions in this effort.

While a few communities have begun to work on vulnerability assessments, there is a need for assistance to help complete this work. USC Sea Grant conducted a [Coastal California Adaptation Needs Assessment in 2011](#) which found that local communities understand the need to start planning for climate change impacts but lacked the financial resources to complete this work. These grants directly address that need. A December 2012 Local Government workshop held by the Coastal Commission highlighted the need for additional local and technical assistance and Coastal Commission staff resources to assist with the updating of existing LCPs.

The purpose of this grant program is to encourage local governments and other entities responsible for planning under the Coastal Act to develop and adopt updated plans that conserve and protect coastal resources, such as public accessways and recreation sites, environmentally sensitive habitat areas and other coastal and terrestrial resources, agricultural areas, new and existing development, coastal-dependent and visitor-serving uses, critical infrastructure, and other resources and priority uses identified by the Coastal Act from future impacts from sea-level rise and related climate change impacts such as extreme weather events. Priority will be given to planning approaches that emphasize use of natural infrastructure to address climate change impacts.

LCP Sea Level Rise Grant Announcement

Submission Dates

Applications are due July 15, 2013. We expect to award grants in the fall of 2013. Applications must be emailed (or postmarked) by the submission date.

Submission Requirements

Please submit the completed application form, including all attachments, via email to msmall@scc.ca.gov. If you are unable to submit via email, you may mail a cd or hard copy to the Coastal Conservancy:

State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

Please note: all information that you submit is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, or display, free of charge. Please indicate if crediting is requested for any of the photos and/or maps.

Grant Amounts

There are no established minimum or maximum grant amounts. The anticipated award (min-max) is approximately \$50,000 - \$250,000. Approximately ten to fifteen total awards are anticipated over two years. The total anticipated funding for all awards is \$2,500,000. It is expected that there will be two grant rounds, with a second grant round next summer (2014). Awards may be offered for less than an applicant requests.

Eligible Applicants

These grants are intended to provide assistance to local governments responsible for adopting and amending Local Coastal Programs and to other entities with authority for adopting and amending other plans under the Coastal Act (Port Master Plans, Public Works Plans or University Long Range Development Plans) under the Coastal Act. The grant applicant must be one of these entities, but partnership and collaboration is encouraged where appropriate. Partners could include other public agencies, nonprofit organizations, academic researchers, or private contractors.

Eligible Projects

Recognizing that local jurisdictions have different needs for planning for sea-level rise and climate change, there are several types of projects that would be eligible for funding under this grant program. Eligible projects are described below.

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1. Assessment of Risks and Vulnerability

A. Sea-Level Rise Modeling, Mapping, and Science.

There are significant data sources available to assess the risk posed by sea-level rise or increased storms along the coast, including the recently completed high resolution Coastal LIDAR elevation data and some regional modeling efforts. Some applicants may wish to apply for funds for a more detailed modeling of physical processes to assess risks. In describing proposed risk assessment, applicants should specifically link the proposed work to the hazards identified in their LCP (or other Coastal Act authorized plan) and the Coastal Act and to future amendments that may be needed to LCP policies or ordinances. Modeling, mapping, and science projects could include:

- Integration of existing data sets such as LIDAR and local tidal data
- Modeling dynamic coastal process, such as erosion, flooding, and storm impacts
- Mapping hydrologic connectivity

B. Assessment of Vulnerability to Sea-Level Rise

A sea-level rise vulnerability assessment for a Local Coastal Program or other plan involves evaluating whether any of the coastal resource topics and community assets addressed in Chapter 3 policies of the Coastal Act are susceptible to harm from impacts that could occur from a range of sea-level rise scenarios. Specifically, the assessment should evaluate how sea-level rise-related hazards (i.e. flooding, inundation, erosion, wave impacts extreme events, and saltwater intrusion, as appropriate) could affect public accessways and recreation sites, environmentally sensitive habitat areas and other coastal and terrestrial resources, agricultural areas, new and existing development, coastal-dependent uses such as harbors and wharfs, critical infrastructure such as wastewater treatment plants, Coastal Highway 1, and other resources and priority uses considered by the Coastal Act.

Using new data and tools, such as the recently completed high resolution Coastal LiDAR, it is now possible to develop maps of areas that may be vulnerable to inundation for different levels of sea-level rise and storm conditions. Understanding the resources at risk due to sea-level rise is the first step in developing adaptation strategies and in identifying needed amendments to LCPs including amendments to the land use plan and implementing ordinances. Types of vulnerability assessment projects could include:

- Assessments of potential vulnerability of natural resources, recreational resources, priority land uses, or built environment to sea-level rise.
- Mapping important resources, such as natural resources, public recreational resources or infrastructure.

2. Development of Adaptation Responses

A. Evaluation of Adaptation Responses

Communities that have already identified risks and vulnerabilities could apply for funds to evaluate potential planning responses. These activities could include:

- Inventory of existing policies and ordinances that relate to sea-level rise.

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- Identification of options to increase the ability to respond to sea-level rise and storms or to adapt to changing conditions while protecting public access and ecosystem values
- Comparison and evaluation of planning alternatives

B. Updates to Local Coastal Programs or Other Coastal Plans

The ultimate goal of this program is to develop updates to LCPs or other Coastal Act authorized plans to address sea-level rise and other climate change impacts. Potential grantees could apply for funds to develop specific updates to their LCPs or other Coastal Act authorized plans.

- New or amended policies or land use designations
- New or amended implementing ordinances or maps, with consideration for transferrable ordinances that can be shared with other jurisdictions.

Ineligible Projects

Proposals must address at least one certified LCP segment or other defined planning segment such as a certified Port Master Plan or University Long Range Development Plan, as applicable. Proposals related to areas without a certified LCP must demonstrate that the process to complete the LCP is committed to or underway. Proposals that only address a single development project-driven LCP Amendment will not be eligible for this funding.

Program Priorities and Selection Criteria

Staff of the Coastal Commission, Coastal Conservancy and the Ocean Protection Council will work together to review all applications and develop consensus based recommendations for grant awards. The Ocean Protection Council will award grants at a public meeting of the Council.

Likelihood of adoption/approval/implementation

An applicant will need to specifically explain how this grant will support updating of an LCP or other Coastal Act authorized plan to address sea-level rise. The applicant will be asked to describe the complete planning process, steps or mechanisms for coordination with the Coastal Commission, and how this grant would advance that process. Applicants will be asked to provide a detailed timeline for implementation of the project and to identify the specific elements of their LCP that they expect to update through this work. A resolution from the applicant committing to completing an LCP Amendment submittal to the Commission for updating the LCP will be required as part of the application.

Public Benefit

Priority in awarding of grant funds will be given to projects that **maximize public benefits of the coast** (as articulated in the [Coastal Act](#) and [California Ocean Protection Act](#)) when addressing sea-level rise. These benefits can include: preserving and enhancing habitat such as coastal wetlands and natural lands; conserving biodiversity; protecting, providing and enhancing public access; protecting priority land uses such as coastal dependent development and recreational opportunities; and protecting visitor serving amenities. Applications that address sea-level rise using strategies that expand and protect these public resources would be given

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priority. Priority will be given to planning approaches that emphasize use of natural infrastructure to address climate change impacts.

Use of Best Available Science

Applicants should use the best available science on sea-level rise in projects, and should consider the recommendations presented in the [State of California Sea-Level Rise Guidance](#). The current best available science is the NRC Report on sea-level rise. Preliminary analysis of potential impacts from sea-level rise using the NOAA Coastal Services Center [Sea-Level Rise and Coastal Flooding Impacts Viewer](#) or other readily available planning tools will be required as part of the application. In addition, applicants are asked to consider the ranges and recommendations presented in the State of California Sea-Level Rise Guidance.

Effectiveness

The goal of these grants is to encourage local entities to conserve and protect coastal resources, such as public accessways and recreation sites, environmentally sensitive habitat areas and other coastal and terrestrial resources, agricultural areas, new and existing development, coastal-dependent and visitor-serving uses, critical infrastructure, and other resources and priority uses identified by the Coastal Act from future impacts from sea-level rise and related climate change impacts through changes in LCPs or other applicable plans. Applicants will be asked to demonstrate how the proposed project will be effective in conserving and protecting these resources, and how the proposed project builds upon or complements existing efforts that may be underway or completed for their local jurisdiction. Priority will be given to planning approaches that emphasize use of natural infrastructure to address climate change impacts.

Urgency and Need

Priority will be given to applications that address an urgent problem. Urgency may be demonstrated by the specific resources that are at risk from sea-level rise and climate change. Urgency could also arise if the applicant is going to make planning decisions that will have long term effects on its ability to adapt to sea-level rise and other climate change impacts. Applicants will need to demonstrate the need for this grant.

Transferability

Projects that address issues in a manner that may be useful as a model for other communities will be given priority. The potential transferability of analysis, strategies, or draft ordinance language will be considered in evaluation of proposals. Grantees will be expected to report on lessons learned during the grant's planning process and to include in the work program specific activities to actively share information with others, including other local governments. Grantees should propose specific means for evaluating success and sharing lessons learned. Grantees will be required to provide any geospatial data developed as part of this project to the California Coastal Geportal.

Matching Funds/Leverage

Applicants are encouraged to provide matching funds or leverage resources. Applicants will need to demonstrate their capacity to achieve the proposed work, including identifying key staff and other resources that will be committed to the project. Grant amounts will be limited and preference will be given to communities that can leverage other resources, provide matching

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funds or commit significant in-kind resources to the project. The matching funds criteria may be waived for communities that demonstrate hardship.

Grant Administration

Grant awards are subject to the approval of the Ocean Protection Council. Grants will be administered by the State Coastal Conservancy in coordination with the Coastal Commission and Ocean Protection Council.

If you have questions about this grant program, please email Mary Small, msmall@scc.ca.gov

ATTACHMENT 4

STATE OF CALIFORNIA SEA-LEVEL RISE GUIDANCE DOCUMENT

Developed by the Coastal and Ocean Working Group of the California Climate Action Team (CO-CAT), with science support provided by the Ocean Protection Council's Science Advisory Team and the California Ocean Science Trust

March 2013 update

Background, Purpose, and Intended Use

This document provides guidance for incorporating sea-level rise (SLR) projections into planning and decision making for projects in California. This document was developed by the Coastal and Ocean Working Group of the California Climate Action Team (CO-CAT) in response to Governor Schwarzenegger's Executive Order S-13-08, issued on November 14, 2008, which directed state agencies to plan for sea-level rise and coastal impacts. That executive order also requested the National Research Council (NRC) to issue a report on sea-level rise (SLR) to advise California on planning efforts.

The final report from the NRC, *Sea-Level Rise for the Coasts of California, Oregon, and Washington*¹, was released in June 2012. The *Sea-Level Rise Guidance Document* has been updated with the scientific findings of the 2012 NRC report. The intent of this guidance document is to inform and assist state agencies as they develop approaches for incorporating SLR into planning decisions with the most recent and best available science, as published in the 2012 NRC report. Specifically, this document provides information and recommendations to enhance consistency across agencies in their development of approaches to SLR. Because of their differing mandates and decision-making processes, state agencies will interpret and use this document in a flexible manner, taking into consideration risk tolerances, timeframes, economic considerations, adaptive capacities, legal requirements and other relevant factors. (Refer to Recommendation #2 below for a discussion of risk tolerance and adaptive capacity). Although the estimates of future SLR provided in this document are intended to enhance consistency across California state agencies, the document is not intended to prescribe that all state agencies use specific or identical estimates of SLR as part of their assessments or decisions.

SLR potentially will cause many harmful economic, ecological, physical and social impacts and incorporating SLR into agency decisions can help mitigate some of these potential impacts. For example, SLR will threaten water supplies, coastal development, and infrastructure, but early integration of projected SLR into project designs will lessen these potential impacts.

Summary of Guidance Development and Planned Future Updates

Staff from the CO-CAT member agencies worked collaboratively to develop the first version of this document, the *Interim Sea-Level Rise Guidance Document*² (2010), prior to the release of the NRC

¹ Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future (2012). http://www.nap.edu/catalog.php?record_id=13389

² Sea-Level Rise Interim Guidance Document (2010).

http://opc.ca.gov/webmaster/ftp/pdf/agenda_items/20110311/12.SLR_Resolution/SLR-Guidance-Document.pdf

report. The *Interim Sea-Level Rise Guidance Document (2010)* was developed based on the best available science at the time (the process for the development of the document is outlined in its Appendix). As the *Interim Sea-Level Rise Guidance Document* explicitly called for an update when the findings of the NRC report were available, the present document has been revised to include results from the NRC report (for more information on the development of this version, please see Appendix A). Because the science of SLR is continually advancing, this guidance document will be revised as necessary to reflect the latest scientific understanding of how the climate is changing and how this change may affect the rates of SLR.

Recommendations

CO-CAT reached agreement on the following policy recommendations based upon recent projections of future SLR from the National Research Council’s 2012 report on Sea-Level Rise and input from the scientists as listed in Appendix A.

1. **Use the ranges of SLR presented in the June 2012 National Research Council report on *Sea-Level Rise for the Coasts of California, Oregon, and Washington* as a starting place and select SLR values based on agency and context-specific considerations of risk tolerance and adaptive capacity.** Table 1 (below) presents SLR projections based on the June 2012 NRC report on SLR. Refer to Recommendation # 2 for a discussion of time horizon, risk tolerance, and adaptive capacity, which should be considered when choosing values of SLR to use for specific assessments.

Table 1. Sea-Level Rise Projections using 2000 as the Baseline

Time Period	North of Cape Mendocino ³	South of Cape Mendocino
2000 - 2030	-4 to 23 cm (-0.13 to 0.75 ft)	4 to 30 cm (0.13 to 0.98 ft)
2000 – 2050	-3 to 48 cm (-0.1 to 1.57 ft)	12 to 61 cm (0.39 to 2.0 ft)
2000 – 2100	10 to 143 cm (0.3 to 4.69 ft)	42 to 167 cm (1.38 to 5.48 ft)

³ The differences in sea-level rise projections north and south of Cape Mendocino are due mainly to vertical land movement. North of Cape Mendocino, geologic forces are causing much of the land to uplift, resulting in a lower rise in sea level, relative to the land, than has been observed farther south.

Note: These projections incorporate a land ice component extrapolated from compilations of observed ice mass accumulation and loss. It is important to note that the NRC report is based on numerical climate models developed for the Intergovernmental Panel on Climate Change (IPCC) Fourth Assessment Report⁴ which do not account for rapid changes in the behavior of ice sheets and glaciers and thus likely underestimate sea-level rise (the new suite of climate models for the Fifth Assessment Report was not available when the NRC report was developed). The committee used the model results from the IPCC Fourth Assessment Report, together with a forward extrapolation of land ice that attempts to capture an ice dynamics component.⁵

- 2. Consider timeframes, adaptive capacity, and risk tolerance when selecting estimates of SLR.** The timeframe identified for a project is an important consideration for SLR projections and will affect the approach for assessing SLR impacts. Until 2050, there is strong agreement among the various climate models for the amount of SLR that is likely to occur. After mid-century, projections of SLR become more uncertain; SLR projections vary with future projections due in part to modeling uncertainties, but primarily due to uncertainties about future global greenhouse gas emissions, and uncertainties associated with the modeling of land ice melting rates. Therefore, for projects with timeframes beyond 2050, it is especially important to consider adaptive capacity, impacts, and risk tolerance to guide decisions of whether to use the low or high end of the ranges presented. Due to differing agencies mandates, stakeholder input and other considerations, agencies may assess the adaptive capacity of a project or action differently.

Consequences are a function of impacts and adaptive capacity

The consequences of failing to address SLR adequately for a particular project will depend on both adaptive capacity and the *potential* impacts of SLR to public health and safety, public investments, and the environment. Figure 1 in Appendix C illustrates how adaptive capacity and potential impacts combine to produce consequences.

Adaptive capacity is the ability of a system to respond to climate change, to moderate potential damages, to take advantage of opportunities, and to cope with the consequences.⁶ In most situations, adaptive capacity must be front-loaded, or built into the initial project; it cannot be assumed that adaptive capacity can be developed when needed unless it has been planned for in advance. A project that has high adaptive capacity and/or low potential impacts will experience fewer consequences. For example, an unpaved trail built within a

⁴ Intergovernmental Panel on Climate Change (IPCC) Fourth Assessment Report (2007). http://www.ipcc.ch/publications_and_data/publications_and_data_reports.shtml#1

⁵ Page 13, Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future (2012). http://www.nap.edu/catalog.php?record_id=13389

⁶ Definition of adaptive capacity used in the 2009 California Climate Adaptation Strategy, based upon definition provided in *Climate Adaptation: Risk, Uncertainty and Decision-making*, UK CIP (2003), UKCIP Technical Report, Oxford, Willows, R. I. and R. K. Cornell (eds.).

rolling easement with space to retreat has high adaptive capacity (because the trail and easement can be relocated as sea level rises) and therefore will experience fewer harmful consequences from SLR. In contrast, a new wastewater treatment facility located on a shoreline with no space to relocate inland has low adaptive capacity and high potential impacts from flooding (related to public health and safety, public investments, and the environment). The negative consequences for such a project of failing to consider a large amount of SLR would therefore be high.

Risk Tolerance

The amount of risk involved in a decision depends on both the consequences and the likelihood of *realized* impacts that may result from SLR. These realized impacts, in turn, depend on the extent to which the project design integrates an accurate projection of SLR. However, current SLR projections provide a range of potential SLR values and lack precision (see Table 1 above). Therefore, agencies must consider and balance the relative risks associated with under- and/or over-estimating SLR in making decisions.⁷

Figure 2 in Appendix C illustrates this relationship for a project in which underestimating SLR in the project design will result in harmful realized impacts such as flooding. In this case, harmful impacts are more likely to occur if the project design is based upon a low projection of SLR and less likely if higher estimates of SLR are used. In situations with high consequences (high impacts and/or low adaptive capacity), using a low SLR value therefore involves a higher degree of risk.

- 3. Consider storms and other extreme events.** Coastal ecosystems, development, and public access are most at risk from storm events, including the confluence of large waves, storm surges, and high astronomical tides during a strong El Niño.⁸ Water levels reached during these large, short-term events have caused significant damage along coast. For example, a strong El Niño combined with a series of storms during high-tide events caused more than \$200 million dollars in damage (in 2010 dollars) to the California coast during the winter of 1982-83. In the next few decades, most of the damage along the coast will likely result from extreme events. Historical records are one of the main sources for information on the extremes that are possible, and the damages that can result. Planning activities and project design would be improved by considering impacts from extreme events. Future sea level will be a starting point for project design considerations. Where feasible, consideration should

⁷ Examples of harmful impacts that might result from underestimating SLR include damage to infrastructure, and inundation of marsh restoration projects located too low relative to the tides. Examples of harmful impacts that might result from overestimating SLR include financial costs of over-engineering shoreline structures, locating in-water development in too shallow a depth to avoid navigational hazards, and marsh restoration projects located too high relative to the tides.

⁸ Page 7, Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future (2012). http://www.nap.edu/catalog.php?record_id=13389

be given to scenarios that combine extreme oceanographic conditions on top of the highest water levels projected to result from SLR over the expected life of a project.

4. **Coordinate with other state agencies when selecting values of SLR and, where appropriate and feasible, use the same projections of sea-level rise.** For projects developed by or under the regulatory authority of multiple agencies, using the same SLR values will increase efficiency of analyses and promote consistency. Agencies may select other values depending on their particular guiding policies and considerations related to risk, ability to incorporate phased adaptation into design, and other factors.
5. **Future SLR projections should not be based on linear extrapolation of historic sea level observations.** For estimates beyond one or two decades, linear extrapolation of SLR based on historic observations is inadequate and would likely underestimate the actual SLR. According to the OPC Science Advisory Team, because of non-linear increases in global temperature and the unpredictability of complex natural systems, linear projections of historical SLR are likely to be inaccurate.
6. **Consider changing shorelines.** California's very dynamic coast will evolve under rising sea level and assessments of impacts from SLR to shoreline projects must address local shoreline changes. For example, there could be less significant coastal change due to SLR in areas of high sediment supply (e.g., offshore of large northern CA rivers), whereas the coast may recede or change very dramatically in other areas (low sediment supply, presence of eroding bluffs or dunes, etc.). Existing resources for assessing future erosion/accretion rates include: U.S. Geological Survey report on shoreline changes for California's beach habitat,⁹ U.S. Geological Survey report on shoreline changes for California's bluff habitat.¹⁰
7. **Consider predictions in tectonic activity.** The 2012 NRC report highlights the significant risk posed to the region north of Cape Mendocino from a large earthquake (magnitude greater than 8) along the Cascadia Subduction Zone, which could cause significant land subsidence resulting in instantaneous sea-level rise as well as a tsunami. In subduction zones, strain builds within the fault zone causing land to rise slowly before subsiding abruptly during an earthquake. The last great earthquake of the region occurred in 1700, causing an instantaneous rise in relative sea level of up to 2m due to land subsidence. Because this guidance document is targeted towards advising on climate induced changes in sea level, it will not provide guidance on changes in sea level from tectonic activity. However, this information is included because it was an important finding of the NRC 2012 report.

⁹ Cheryl Hapke et. al, *National Assessment of Shoreline Change Part 3: Historical Shoreline Change and Associated Coastal Land Loss along Sandy Shorelines of the California Coast* (U.S. Geological Survey Open File Report 2006-1219, 2006). <http://pubs.usgs.gov/of/2006/1219/>

¹⁰ Cheryl Hapke et. al, *National Assessment of Shoreline Change Part 4: Historical coastal cliff retreat along the California coast* (U.S Geological Survey Open File Report 2007-1133, 2007). <http://pubs.usgs.gov/of/2007/1133/>

8. **Consider trends in relative local mean sea level.** Relative sea level is the sea level relative to the elevation of the land. In California, the land elevation along the coast is changing due to factors including tectonic activity and subsidence. The National Oceanic and Atmospheric Administration provides a summary of the trends in the measured relative sea level at tidal gauges (water level recorders) in California that have been operating for at least 30 years <http://tidesandcurrents.noaa.gov/sltrends/index.shtml>. Predictions of future sea levels at specific locations will be improved if relative trends in sea level from changes in land elevation are factored into the analysis.

APPENDIX A

Development of this Document

The Coastal and Ocean Working Group of the California Climate Action Team (CO-CAT), led by the Ocean Protection Council (OPC), developed this document. CO-CAT includes staff from the following state entities:

- Business, Transportation and Housing Agency,
- Coastal Commission,
- Department of Fish and Game,
- Department of Parks and Recreation,
- Department of Public Health,
- Department of Toxic Substances Control,
- Department of Transportation,
- Department of Water Resources,
- Environmental Protection Agency,
- Governor's Office of Planning and Research,
- Natural Resources Agency,
- Ocean Protection Council,
- Ocean Science Trust,
- San Francisco Bay Conservation and Development Commission,
- State Coastal Conservancy,
- State Lands Commission, and
- State Water Resources Control Board.

Staff from these state entities worked collaboratively from July through October 2010 to develop the interim version of this document, the *Interim Guidance Document (2010)*, and reached agreement on the document's recommendations. Upon the release of the NRC Report in June 2012, numerous meetings and workshops were held to familiarize agencies and the public with its findings. On November of 2012 CO-CAT members reconvened to discuss the update of this document. CO-CAT members came to consensus over retaining the policy recommendations stated in the *Interim Guidance Document (2010)*, and updating the Guidance Document per the new set of ranges of SLR presented in the 2012 NRC report, and incorporating new scientific findings on the hazards associated with storms and tectonic activity as a potential source of change in relative sea level.

The 2012 NRC Report, unlike the Interim Guidance Document, divides the California coast into two separate regions – north of Cape Mendocino and south of Cape Mendocino. The projections for north of Cape Mendocino incorporate the uplift trends that are partially associated with the Cascadia Subduction Zone and result in very different projections for sea level rise than are anticipated for the rest of the coast. For the coast from Cape Mendocino to the Mexican Border, the 2012 NRC projections for the years 2030 and 2050 are similar to the projections presented in the *Interim Guidance Document (2010)*, but have a wider range. For this same area, the NRC projections by 2100 are slightly lower than those in

Interim Guidance Document (2010), due to differences in modeling approaches and consideration of regional impacts.

OPC staff, directed by CO-CAT members, worked with the California Ocean Science Trust (whose Executive Director is the OPC's Science Advisor) to ensure that the update to this document best incorporated the scientific findings in the 2012 NRC report. A sub-committee of relevant subject matter experts from the OPC's Science Advisory Team responded to questions posed on how to adapt tables and figures from the NRC Study to better serve the Guidance Document's audience. The questions posed and responses can be found in Appendix B.

APPENDIX B

Responses to February 2013 Questions for the Ocean Protection Council's Science Advisory Team from the Sea Level Rise Task Force of the Ocean and Coastal Working Group of the California Climate Action Team (CO-CAT)

March 1, 2013

These responses were developed by a sub-committee of scientists from the OPC Science Advisory Team (OPC-SAT) who work directly on sea-level rise issues. Two of the scientists were also members of the NRC Committee that prepared the 2012 Report on West Coast Sea-Level Rise:

1. Dr. Dan Cayan, Research Meteorologist, UC San Diego Scripps Institution of Oceanography & United States Geological Survey
2. Dr. Gary Griggs, Director of Institute of Marine Sciences and Distinguished Professor of Earth and Planetary Sciences, UC Santa Cruz
3. Dr. Sam Johnson, Research Geologist, United States Geological Survey Pacific Science Center, Santa Cruz

Following the completion and release of the National Research Council's report: *Sea-Level Rise for the Coasts of California, Oregon and Washington: Past, Present, and Future* (2012), CO-CAT sought to update the Sea-Level Rise Guidance Document. The following questions were posed to the OPC-SAT sub-committee:

Questions

Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future

1. The report outlines ranges of sea-level rise rates for the time horizons 2030, 2050 and 2100 (Table 5.3, page 96):
 - a. We would like to be able to recommend ranges for the time horizons utilized (2030, 2050, and 2100) for zones north of Cape Mendocino and south of Cape Mendocino. However, we are not sure what range of numbers we could recommend to the area north of Cape Mendocino so that those communities can plan for sea-level rise given the tectonic risks specific to that region.
 - b. Given the *components* in Table 5.3 (page 96), the *sum of all contributions* does not add up. Can you please explain how the contributions add up?
2. There are sea-level rise ranges presented for major cities along the West Coast. Would utilizing the rates presented for these cities more accurately reflect the science over utilizing the regional (north or south of Cape Mendocino) ranges?

Responses

Prior to answering these specific questions, the sub-committee wants to reiterate some key points from our September 1, 2010 response.

1. Over the next few decades, episodes of heightened sea level associated with large winter storms and anomalous short period climate patterns will be of greater concern to infrastructure and development in coastal areas than the relatively slow increases that are projected in association with global sea-level rise alone. The coast of California has experienced two very large El Niño events over the past 20 years, in 1982-83 and 1997-98, when large storms resulted in hundreds of millions of dollars in storm damage to private property and public infrastructure. The damages occurred from a combination of elevated sea levels and large storm waves, especially when these factors coincided with high tides. During the 1983 ENSO event, sea levels were the highest ever recorded in San Diego, Los Angeles and San Francisco, 29.0 cm (11.4 in.), 32.3 cm (12.7 in.), and 53.8 cm (21.2 in.), respectively, above predicted high tides.

This point was also made clear in the NRC Report (Executive Summary p. 6):

Most of the damage along the California, Oregon, and Washington coasts is caused by storms- particularly the confluence of large waves, storm surges, and high astronomical tides during a strong El Niño. The water levels reached during these large, short-term events have exceeded mean sea levels projected for 2030 and are equivalent to values projected for 2050, so understanding their additive effects is crucial for coastal planning.

2. Coastal hazards in California vary geographically and will evolve through this century based on a combination of sea-level rise, possible changes in storm climate, and tectonic uplift or subsidence. Different coastal environments will be exposed to different risks and these risks are expected to increase in the future. Each of these needs to be understood, their risks assessed and adaptation measures developed.

- a. Inundation of coastal flooding along the low lying portions of the open coast
- b. Inundation of low-lying areas around San Francisco Bay
- c. Coastal erosion of cliffs, bluffs and dunes
- d. Rapid land-level change (primarily subsidence) north of Cape Mendocino during a subduction zone earthquake that is likely to occur in the next several hundred years

We do not believe that there is enough certainty in the sea-level rise projections nor is there a strong scientific rationale for specifying specific sea-level rise values at individual locations along California's coastline. The uncertainties in future sea-level rise projections increase as the projected time horizon is extended forward through the 21st Century. These uncertainties arise from an incomplete understanding of the global climate system, the inherent unpredictability of natural climate variation, the inability of global climate models to accurately represent all important global and regional

components, and the need to make assumptions about important climate drivers over future decades (e.g., greenhouse gas emissions, aerosols, land use).

For the near future (out to 2030), confidence in the global and regional projections is relatively high, but uncertainty grows larger as the time horizon of the projection is extended forward. There are large uncertainties in projections for 2100 made using any existing methodology, including process-based numerical models, extrapolations, and semi-empirical methods. The actual sea-level rise value for 2100 is likely to fall within the wide uncertainty bounds provided in the NRC West Coast Sea Level Rise Report, but a precise value cannot be specified with any reasonable level of confidence.

The sections of coastline north and south of Cape Mendocino clearly are parts of different tectonic regimes and tide gages have recorded distinct regional values over their periods of record. The tide gage for the North Spit at Humboldt Bay extends back to 1977 and has recorded an average sea-level rise of +4.73 +/- 1.58 mm/yr., equivalent to 1.55 ft./100 years. This is considerably higher than the global average and indicates significant subsidence in this location. Sixty-five miles north at Crescent City, the tide gage record extends back to 1933 and shows, over the period of record, a local drop in sea level of -0.65 +/- 0.36 mm/yr., equivalent to -0.21 ft./100 years. The drop in sea level is explained by a rising coastline near Crescent City due to flexure of the North American tectonic plate above the subducting Juan de Fuca plate. We believe it is advisable to use the two different rates (augmented by any future acceleration in rates of sea level rise) for the areas closest to these two gages, with intermediate values for the areas between them. What is certain to happen when the next large subduction zone earthquake occurs, however, is that there will likely be essentially instantaneous coastal subsidence north of Cape Mendocino that could be as much as three feet or more.

From Cape Mendocino to San Diego, based on the NRC report findings and the general lack of large variation between the data from the open coast NOAA tide gage stations with the longest and most consistent records, we believe that using a single sea-level rise value is the presently the best and most tractable approach. Historic sea-level rise rates from tide gages range from about 0.8 to 2.1 mm/yr. Table 5.2 in the NRC report projects essentially identical values for both San Francisco and Los Angeles for 2030 (14.4-14.7 +/- 5 cm), 2050 (28.0-28.4 +/- 9.1 cm) and 2100 (91.0-93.1 +/- 25 cm).

These values can be refined in future decades as we continue to gather additional sea-level rise and vertical land-motion data from tide gages, satellite altimetry, and GPS surveys, and as long-term trends become clearer, but careful, sustained monitoring is essential to carry this out.

For the near future it will continue to be short-term extremes that flood low-lying areas and increase rates of cliff, bluff and dune erosion that will generate the highest risks. These extremes will likely arise when a combination of factors occur, including ENSO events, high tides, storm surges, wave set up and wave run up. Along the California coast, these extreme storm events almost always occur in the winter months, and expose coastal development, whether public or private, to the greatest hazard. As global climate warms and global sea level continues to rise, these storm events, even if they do not increase in intensity or duration, will likely have even greater impacts on the California coast.

Additional factors for state agencies to consider in selecting a sea-level rise rate from the projected ranges that are included in the NRC report for any future coastal facility or infrastructure project include:

1. The projected lifespan of the project or facility
2. The cost or value of the project or a replacement facility
3. The impact or consequence of damage to or loss of a facility or project

APPENDIX C

FOR ILLUSTRATION PURPOSES ONLY – CONCEPTUAL MODELS

Figure 1. Consequence = Impacts x Adaptive Capacity

	Low Adaptive Capacity	Medium Adaptive Capacity	High Adaptive Capacity
High Impact	HIGH CONSEQUENCES	HIGH CONSEQUENCES	MEDIUM CONSEQUENCES
Medium Impact	HIGH CONSEQUENCES	MEDIUM CONSEQUENCES	LOW CONSEQUENCES
Low Impact	MEDIUM CONSEQUENCES	LOW CONSEQUENCES	LOW CONSEQUENCES

This figure demonstrates how the consequences of a decision are determined by the amount of impact and by the adaptive capacity. There are higher consequences when there are greater impacts and lower adaptive capacities.

Figure 2. Example of:

Risk = Consequence x Likelihood

For projects where too much sea-level rise would cause project impacts such as flooding,



if use lower estimates of sea-level rise

if use medium estimates of sea-level rise

if use higher estimates of sea-level rise



	Higher Likelihood Impacts	Medium Likelihood Impacts	Lower Likelihood Impacts
High Consequence	HIGH RISK	HIGH RISK	MEDIUM RISK
Medium Consequence	HIGH RISK	MEDIUM RISK	LOW RISK
Low Consequence	MEDIUM RISK	LOW RISK	LOW RISK

This figure demonstrates how the amount of risk is determined by the consequences (impacts and adaptive capacity) and the likelihood of impacts occurring. In this example, using higher SLR estimates lower the project risks.”



AGENDA ITEM NO. 6.2

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *YB*

MEETING DATE: JUNE 19, 2013

ORIGINATING DEPT.: PUBLIC SAFETY *JB*

SUBJECT: ADOPTION OF RESOLUTION NUMBER 2013-7348
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
PURCHASE A REPLACEMENT PIERCE RESCUE-PUMPER
FIRE ENGINE

BACKGROUND:

The City of Imperial Beach Fire Department has a fleet of two rescue-pumpers, the primary engine is a 2004 Pierce pumper, and the secondary engine is a 1993 Westates pumper. The Westates engine is past the typical replacement age, mileage and safety/operational standards for current emergency practices and has been in the shop for repairs many times in the past months. The primary Pierce apparatus is experiencing rapidly increasing mileage and wear-and-tear for its age, and has also been out of service for several weeks over the last year. The department had to borrow an Engine from Bonita-Sunnyside Fire Department for several weeks when both engines were out of service for repair. The Public Safety Department has previously received City Council approval to pursue acquisition of a new fire engine to replace the Westates engine, including allocating Fiscal Year 2013-2015 CDBG funds totaling \$300,000 toward the purchase of the new engine.

DISCUSSION:

The City of Imperial Beach, with an area of 4.5 square miles, and a population of over 26,000 residents, has a steady demand for fire and medical aid services. In calendar-year 2012, for example, the city's one fire station experienced 1,968 medical responses, 195 miscellaneous emergency responses, and 74 fire-related responses for a total of 2,237 calls. Because the need is around the clock, every day of the year, the fire department utilizes two engines capable of responding to the various emergencies in and around the city. This allows for routine maintenance to be performed on each, while keeping the company in service to respond to emergencies. It also provides a backup unit for times when a unit is in need of repair.

Additionally, a company could be called into action on a county, state or federal level during wider scale emergencies. This is a result of automatic or mutual aid agreements or boundary drops within the county. There are also state and federal programs that draw from local resources to assist when large-scale incidents exceed their resource capabilities. Automatic or Mutual aid allows for county agencies to assist when their own resources are insufficient or otherwise occupied, creating a synergy between all of the departments, and optimizing responses for emergencies county-wide. Boundary drops result in the closest unit being

assigned to the emergency regardless of the jurisdiction. The Imperial Beach Fire Department most often responds to mutual aid for San Diego, Coronado and Chula Vista. Mutual aid responses are not cost recoverable, because they flow in all directions, and at any time provide critical resources to any local community's emergencies, including those of each participating agency.

State and Federal aid is generally in the form of Strike Teams, which are rotated throughout the region, and generally involve groupings of five engines, made up from a mixture of departments around the county. Participation on these teams is beneficial to their communities and fire departments because they result in:

- Regional Coordination and Direct Assistance
- Major Incident Experience involving Command and Control
- Hands-on Interoperability with out-of-county Fire Agencies
- Enhancement of Firefighter Skills

All such responses are fully cost recoverable, either through the State of California Cal-EMA Office, or the federal government, via FEMA, upon submission of proper documentation. When the Imperial Beach engine is committed to these emergencies, the older backup fire apparatus is utilized full-time to cover the City.

Currently, the fleet of two apparatus in Imperial Beach is at risk from the age, wear-and-tear, and mileage build-up on both units. The Fire Chief has implemented a utilization plan intended to extend the lifecycle of each apparatus by reapportioning the mileage, saving wear-and-tear until the secondary apparatus can be replaced. The primary apparatus, Engine 39, is a 2004 Pierce Rescue-Pumper. It is built specifically for the blend of medical aid and fire-rescue related responses typically required in Imperial Beach, and the surrounding region. Its current mileage is approximately 79,000 miles, and it currently accrues at an average of 715 miles per month. The secondary apparatus, Engine 239, is a 1992 Westates Rescue-Pumper. Its current mileage is approximately 98,000 miles and currently accrues at about 170 miles per month. This unit is almost twenty years old, and is not optimal for current standards of operational readiness. Some of the issues are:

- **No combination harness and lap belts for safety, only lap belts**
- **No air intake spark arrester, can lead to embers being drawn in and catching the apparatus on fire**
- **No Foam Delivery System**
- **Only one 4" water intake, versus two on the newer apparatus**
- **Half the ready-hose capacity**
- **Less equipment Storage**
- **Considerable rust, water leaks into storage compartments**
- **Excessive cab noise, hampering communication**

Generally departments prefer to replace apparatus every 10 years, though budget constraints often necessitate longer lifecycles. This leads to the types of challenges currently being experienced in the City of Imperial Beach. Utilizing the current strategy implemented by the Fire Chief, both units will exceed 100,000 miles mid-year 2015. At that time, Engine 39 will be eleven years old, and Engine 239 will be 23 years old, greatly increasing the likelihood that one or both will more frequently be out-of-service. The Fire Chief's strategy would be continued

when the new engine is put into service, with new usage calculations to optimize mileage for the engines. The last time the City purchased a new apparatus was in 2003. The primary apparatus was about 10 years old with 75,000 miles, and the secondary apparatus was 20 years old with 91,000 miles. That mileage was less compared to our units at this time.

Often seconds can be the difference in successful outcomes during emergency responses. Given the remoteness, population and area of the city, maintaining a ready fleet is essential to providing the most rapid responses possible for the preservation of lives and property in the city.

The new Pierce Fire/Rescue Pumper will have new safety features and equipment that will enhance the safety for the Firefighters on the engine, and for the public and its property at emergency scenes.

- Seat belt sensors in the seat cushion and belt receptacle that activates an alarm indicating a seat is occupied but not buckled.
- A “Do Not Move Truck Message” if any device is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will display as a caution message after the parking brake is disengaged.
- The vehicle will have a data recorder that will be able to record the following data.
 1. Vehicle Speed - MPH
 2. Acceleration - MPH/sec
 3. Deceleration – MPH/sec
 4. Engine Speed – RPM
 5. ABS Event – On/Off
 6. Seat Occupied Status
 7. Seat Belt Buckled Status
 8. Master Optical Warning Device Switch – On/Off
 9. Time and Day
- Chevron Striping located on the rear-facing vertical surface of the vehicle to meet the requirements of the National Fire Protection Association (NFPA) 1901, 2009 edition, which states that 50 % of the rear surface will be covered with chevron striping.
- A (Compressed Air Foam System) CAF is a Foam Generating System that will allow us to put fires out quicker and with less damage and less water.

There is little question that by 2015, at 23 years of service with over 100,000 miles, the Westates apparatus will need to be replaced, and with over 100,000 miles the Pierce apparatus would more appropriately be utilized in a secondary capacity. At this time, we are requesting that the City Council approve the purchase of a new Pierce Rescue-Pumper as a replacement apparatus and authorize the City Manager or his designee to execute this purchase.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The estimated cost to the City for the replacement engine is not to exceed \$758,786 including sales tax. The cost breakdown is as follows:

Pierce Rescue-Pumper	\$600,990
Required Equipment	\$ 99,789
Apparatus Cost	\$700,779
Performance Bond	\$ 2,102
Tire Fee	\$ 10
Sales Tax	\$ 55,894
Total Cost	\$758,786

The funds will be expended from the Fleet Replacement Fund, account 501-1921-419-5004. Additionally, \$300,000 in revenue will be applied to this fund from the Imperial Beach Community Block Development Grant (CDBG) allocation per the adopted Fiscal Year 2013/14 Budget. The remaining \$458,786 will be paid from existing Fleet Replacement Fund balance. Public Safety will negotiate for the best payment strategy for the City within the available options, which could provide some opportunities for discounts based on the payment plan selected.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council adopt Resolution Number 2013-7348 authorizing the City Manager or his designee to purchase a Pierce Rescue-Pumper per Imperial Beach Fire-Rescue Department specifications.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7348

RESOLUTION NO. 2013-7348**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE A REPLACEMENT PIERCE RESCUE-PUMPER FIRE ENGINE**

WHEREAS, the Imperial Beach Fire-Rescue Department (IBFD) responds to emergencies in the City and surrounding area 24 hours a day, every day of the year; and

WHEREAS, a reliable emergency apparatus is required to provide safe, timely and well-equipped responses and it requires two such vehicles to provide year-round service; and

WHEREAS, the older of the two IBFD fire engines has reached it's useful life, is experiencing regular equipment failures and downtime, does not comply with current National Fire Protection Association (NFPA) standards, and has serious safety shortcomings; and

WHEREAS, the newer of the two engines has almost reached 100,000 miles, and has also experienced lengthy downtime for repairs; and

WHEREAS, funds have been identified for the purchase of a replacement fire engine; and Public Safety has identified, and crafted specifications for, the appropriate apparatus.

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

1. The City Manager or his designee is authorized to purchase a replacement Pierce Rescue-Pumper Fire Engine from Pierce Manufacturing, per IBFD specifications as quoted for the estimated price of up to \$758,786. This price includes the fire engine, required equipment, a performance bond, California tire fee and sales tax.
2. Payment for the new fire engine will be expended from the Vehicle Maintenance-Replacement Fund and partially offset by one-time revenue to the fund advanced from the City's Community Development Block Grant allocation of \$100,000 annually for Fiscal Years 2013-2015, totaling \$300,000. These funds will be applied to the Vehicle Replacement Fund per the adopted budget in Fiscal Year 2014. The expenditures will be charged to account 501-1921-419-5004 – Equipment.

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:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: JUNE 19, 2013
ORIGINATING DEPT.: JACQUELINE M. HALD, MMC, CITY CLERK *JMH*

SUBJECT: DESIGNATION OF VOTING DELEGATE AND ALTERNATE
FOR LEAGUE OF CALIFORNIA CITIES ANNUAL
CONFERENCE – SEPTEMBER 18 - 20, 2013

BACKGROUND AND DISCUSSION:

The League's 2013 Annual Conference is scheduled for September 18 through September 20 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting, scheduled for noon on Friday, September 20. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL IMPACT:

None.

DEPARTMENT RECOMMENDATION:

1. City Council designate a voting delegate and up to two voting alternates for the 2013 League Annual Conference and
2. Direct the City Clerk to complete and submit a Voting Delegate/Alternate Form to the League's office by Friday, August 23, 2013.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



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.: JACQUELINE M. HALD, CITY CLERK *JMH*
SUBJECT: APPOINTMENTS TO THE TIDELANDS ADVISORY COMMITTEE

BACKGROUND:

On February 27, 2013, City Council discussed filling the vacancies on the Tidelands Advisory Committee. Staff was directed to proceed with advertising of the five (5) vacancies and for the Mayor to submit his appointments to City Council for its consideration.

DISCUSSION:

City staff posted a Notice of Vacancy and published it in the Imperial Beach Eagle & Times on March 14 and 21, 2013. Eight (8) applications were received and submitted to the Mayor for his review.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Not a project as defined by CEQA.

FISCAL IMPACT:

None associated with this report.

DEPARTMENT RECOMMENDATION:

1. Mayor to recommend appointment of members to the Tidelands Advisory Committee for terms of office in accordance with I.B.M.C. 2.24.080 as follows:
 - a. Two (2) terms of office shall expire on December 31st of each presidential election year (December 31, 2016) and
 - b. Three (3) terms of office shall expire on December 31st of each even year, excluding the presidential year (December 31, 2014)

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.