



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

AUGUST 5, 2015

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

CLOSED SESSION MEETING – 5:30 P.M.

REGULAR MEETING – 6:00 P.M.

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

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

CLOSED SESSION MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6:

Agency Designated Representatives: City Manager, City Attorney, Assistant City Manager, Human Resources Manager, Administrative Services Director

Employee Organizations: Imperial Beach Firefighters' Association (IBFA), Local 4692
Service Employees International Union (SEIU), Local 221

Unrepresented Employees: Confidential, Mid-management, Management

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code section 54957

Title: City Manager

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

ADJOURN CLOSED SESSION

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

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

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.

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 (1.1-1.4)

- 1.1* **RECOGNITION OF CAPT. CHRISTOPHER E. SUND, COMMANDER OF NAVAL AIR STATION NORTH ISLAND. (0410-30)**
- 1.2* **OATH OF OFFICE AND BADGE PINNING CEREMONY FOR FIRE DEPARTMENT PERSONNEL. (0440-60)**
- 1.3* **PRESENTATION ON TOURISM BY FORMER BAJA CALIFORNIA STATE SECRETARY OF TOURISM JUAN TINTOS FUNKE, REPRESENTING MAYOR OF ROSARITO, SILVANO ABARCA MACKLIS. (0150-65)**
- 1.4* **PRESENTATION OF QUILT TO SHERIFF'S DEPT. BY THURSDAY MORNING QUILTERS. (0260-05)**

* No staff report

CONSENT CALENDAR (2.1-2.5)-*All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.*

2.1 MINUTES.

Recommendation: Approve the Regular Meeting minutes of July 15, 2015.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Recommendation: Ratify the following registers: Accounts Payable Numbers 86922 through 87101 with a subtotal amount of \$1,490,498.39, EFT #'s 28-47 with a subtotal amount of \$54,085.72, and Payroll Checks/Direct Deposits 46603 through 46653 for a subtotal amount of \$452,177.42 for a total amount of \$1,996,761.54.

2.3 ADOPTION OF RESOLUTION NO. 2015-7611 AUTHORIZING THE CITY MANAGER TO EXERCISE THE SECOND OPTION TO EXTEND THE AGREEMENT WITH SAN DIEGO SPORTS MEDICINE & FAMILY HEALTH CENTER TO ADMINISTER THE IMPERIAL BEACH FIRE-RESCUE WELLNESS PROGRAM. (0520-60)

Recommendation: Adopt resolution.

2.4 ADOPTION OF RESOLUTION NUMBER 2015-7612 AUTHORIZING THE CITY MANAGER OF THE CITY OF IMPERIAL BEACH TO SIGN THE THIRD AMENDMENT TO THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM REGIONAL STORM WATER COPERMITTEE MEMORANDUM OF UNDERSTANDING. (0770-85)

Recommendation: Adopt resolution.

2.5 CONSIDERATION OF A FRIENDSHIP AGREEMENT WITH PLAYAS DE ROSARITO TO ESTABLISH GREATER GOODWILL AND COOPERATIVE FRIENDSHIP AND ADOPTION OF RESOLUTION NO. 2015-7613 AUTHORIZING EXECUTION OF THE AGREEMENT. (0160-83)

Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS (4)

None.

REPORTS (5.1-5.2)

- 5.1 CONSIDERATION OF AN AMENDMENT OF AN OPERATING AGREEMENT WITH THE BOYS & GIRLS CLUB OF SOUTH COUNTY AND AN AMENDMENT OF A FIELD USE AGREEMENT WITH IMPERIAL BEACH LITTLE LEAGUE AND IMPERIAL BEACH GIRLS SOFTBALL LEAGUE TO MAINTAIN AND OPERATE RECREATIONAL FACILITIES OWNED BY THE CITY OF IMPERIAL BEACH, ADOPTION OF RESOLUTIONS 2015-7614 AND 2015-7615 AUTHORIZING EXECUTION OF AGREEMENTS AND DISCUSSION OF A FUNDING REQUEST BY BOYS & GIRLS CLUB. (1020-90)**

Recommendation: Adopt resolutions and staff is also seeking direction to address the Boys & Girls Club funding request by bringing any necessary amendments to implement the Council's direction to a future Council meeting.

- 5.2 DESIGNATION OF VOTING DELEGATE AND ALTERNATE(S) FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – SEPTEMBER 30 - OCTOBER 2, 2015. (0140-10)**

Recommendation:

1. That City Council designates a voting delegate and up to two alternates for the 2015 League Annual Conference Business Meeting and
2. Direct the City Clerk to complete and submit a Voting Delegate/Alternate Form to the League's office by Friday, September 18, 2015.

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

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURN REGULAR MEETING

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

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

www.ImperialBeachCA.gov

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

MINUTES

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

JULY 15, 2015

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

**CLOSED SESSION MEETING – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.**

CLOSED SESSION MEETING CALL TO ORDER

Mayor Pro Tem Bilbray called the Closed Session meeting to order at 5:30 p.m.

ROLL CALL BY CITY CLERK

Councilmembers Present: Spriggs, Bragg, Patton
Councilmembers Absent: None
Mayor Absent: Dedina
Mayor Pro Tem Present: Bilbray
Staff Present: City Manager Hall, City Attorney Lyon, City Clerk Hald

CLOSED SESSION

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

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6:

Agency Designated Representatives: City Manager, City Attorney, Assistant City Manager, Human Resources Manager, Administrative Services Director

Employee Organizations: Imperial Beach Firefighters' Association (IBFA), Local 4692 Service Employees International Union (SEIU), Local 221

Unrepresented Employees: Confidential, Mid-management, Management

MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, BILBRAY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: DEDINA

Mayor Pro Tem Bilbray adjourned the meeting to Closed Session at 5:31 p.m. and he reconvened the meeting to Open Session at 6:00 p.m.

Reporting out of Closed Session, City Attorney Lyon announced City Council discussed Closed Session Item No. 1, City Council gave direction and no reportable action was taken.

ADJOURN CLOSED SESSION

Mayor Pro Tem Bilbray adjourned the Closed Session meeting at 6:01 pm.

REGULAR MEETING CALL TO ORDER

Mayor Pro Tem Bilbray called the Regular Meeting to order at 6:02 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Patton, Bragg, Spriggs
Councilmembers absent:	None
Mayor Absent:	Dedina
Mayor Pro Tem Present:	Bilbray
Staff Present:	City Manager Hall, City Attorney Lyon, City Clerk Hald, Assistant City Manager Dush, Senior Planner Foltz, Public Works Director Levien, Administrative Services Director Bradley

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Imperial Beach Boy Scout Troop 866.

AGENDA CHANGES

Councilmember Patton proposed moving Item No. 5.4 after the Consent Calendar.

Councilmember Spriggs recommended pulling Item No. 2.2 from the Consent Calendar for discussion at the end of the agenda.

Mayor Pro Tem Bilbray stated Item No. 2.8 needs to be stricken from the agenda.

City Manager Hall recommended moving Item Nos. 5.1 and 5.2 to the beginning of the agenda.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO MOVE ITEM NO. 5.4 AFTER THE CONSENT CALENDAR, TO PULL ITEM NO. 2.2 FROM THE CONSENT CALENDAR FOR DISCUSSION AT THE END OF THE AGENDA, TO STRIKE ITEM NO. 2.8 FROM THE AGENDA, AND TAKE ITEM NOS. 5.1 AND 5.2 AT THE BEGINNING OF THE AGENDA.

MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, BILBRAY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: DEDINA

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

Councilmember Patton reported on his attendance at the League of CA Cities Mayors and Councilmembers Executive Forum in Monterey and the grand opening of McDonald's. He announced the upcoming 59th Sun and Sea Festival.

Councilmember Spriggs reported on his attendance at the League of CA Cities Mayors and Councilmembers Executive Forum in Monterey. He also reported on his attendance at the Port of San Diego Board meeting where there was support to have the majority of Pond 20 used for environmental mitigation with the proceeds going to Imperial Beach and District 8 of San Diego.

Mayor Pro Tem Bilbray announced the following upcoming events: the Sun and Sea Festival, the Surf Dog Competition, and Relay for Life. He thanked the I.B. Firefighters for hanging the flags for the 4th of July holiday and he reported on his attendance at the SANDAG Board meetings.

COMMUNICATIONS FROM CITY STAFF

City Manager Hall introduced Steve Dush, the City's new Assistant City Manager/Community Development Director.

Steve Dush introduced himself and spoke about his background.

PUBLIC COMMENT

Josie Hamada invited the community to the Relay for Life event on August 1, 2015.

Meli Peron stated in response to rumors that there will be another discount grocery store at the 9th and Palm project, she sent a letter in support of a high-end grocery store to Sudberry, which she read aloud.

CAPT. William E. Zedbeck announced the upcoming Kids 'n Kastles event that is sponsored by the Optimist Club and he recognized Candy Unger and Tim O'Neal for their efforts on the 4th of July fireworks.

Chris Brown praised the 4th of July Fireworks but complained about the number of tents that were erected at Pier Plaza.

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1, 2.3 - 2.7 & 2.9)

MOTION BY PATTON, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1, 2.3 THROUGH 2.7 AND 2.9. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, BILBRAY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: DEDINA

2.1 MINUTES.

Approved the Regular Meeting Minutes of June 3 and June 17, 2015.

2.3 RECEIVE TREASURER'S REPORT. (0300-90)

Received the monthly Treasurer's report.

2.4 ADOPTION OF RESOLUTION NO. 2015-7604 AUTHORIZING THE CITY MANAGER TO PROVIDE ONE-TIME RETENTION INCENTIVE STIPENDS TO RETURNING SEASONAL BEACH LIFEGUARDS. (0520-60)

Adopted resolution.

2.5 RESOLUTION NO. 2015-7610 AWARDED CONTRACT TO NEVWEST, INC. TO REPLACE AND UPGRADE THE ACCESS CONTROL SYSTEM AT DEMPSEY HOLDER SAFETY CENTER. (0910-20)

Adopted resolution.

2.6 ADOPTION OF RESOLUTION NO. 2015-7608 AUTHORIZING THE EXTENSION OF A SIDE LETTER CONTINUING THE CURRENT HEALTH BENEFITS DURING ONGOING NEGOTIATIONS WITH SEIU. (0520-50)

Adopted resolution.

2.7 RENEWAL OF A FRANCHISE AGREEMENT WITH CALIFORNIA AMERICAN WATER COMPANY FOR A PERIOD OF 25 YEARS BY SECOND READING AND ADOPTION OF ORDINANCE NO. 2015-1152. (0840-70 & 0840-95)

The City Council waived further reading in full and adopted Ordinance No. 2015-1152.

2.9 ADOPTION OF RESOLUTION NO. 2015-7607 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) LOCAL 4692. (0540-50)

Adopted resolution.

Councilmember Spriggs recognized Administrative Services Director Bradley for preparing a monthly report on the City's assets (Item No. 2.3).

- 2.8 SECOND READING AND ADOPTION OF ORDINANCE NO. 2015-1151: COASTAL COMMISSION STIPULATED MODIFICATIONS TO THE ZONING IMPLEMENTATION OF THE 2013-2021 IMPERIAL BEACH HOUSING ELEMENT. MF 1060. (0610-95)**
Item No. 2.8 was stricken from the agenda by prior City Council action.

REPORTS (5.4, 5.1 & 5.2)

5.4 UPDATE OF RECREATION PROGRAMS. (1020-90)

Management Analyst Vea reported on the item.

Aaron Ruiz, Unit Director for the Boys and Girls Club of South County, gave a PowerPoint presentation on the recreational services and programs offered at the Sports Park.

Mathew McCoy, Chief Umpire for the Girls' Softball League and Vice President of the Sports Park Committee, reported on the Girls Softball activities for the past year.

Don Spicer, President of IB Little League, reported on the League's activities for the past year.

City Clerk Hald announced no speaker slips were submitted.

Councilmember Patton offered positive comments and suggested staff place some of the presentation slides on the City's website.

Councilmember Bragg stated recreation is important to this community and this report shows that the City is on the right track. She requested hard copies of information in the future and suggested looking into pickle ball.

Councilmember Spriggs congratulated staff on a great report. He recognized those involved for their hard work.

5.1 PROPOSED BSA EAGLE PROJECT PRESENTATION – OLIVER ERBES. (0920-40 & 0940-10)

5.2 PROPOSED BSA EAGLE PROJECT PRESENTATION – FRED SMYTH. (0920-40 & 0940-10)

Public Works Director Levien introduced the item.

Oliver Erbes and Fred Smyth gave a PowerPoint presentation on their proposed improvements and they responded to questions from City Council.

City Clerk Hald announced no speaker slips were submitted.

MOTION BY SPRIGGS, SECOND BY PATTON, TO AUTHORIZE THE CITY MANAGER TO SIGN THE EAGLE PROJECT PLAN FOR OLIVER ERBES TO CONTINUE THE PROJECT DEVELOPMENT AND CONSTRUCTION AS APPROVED BY CITY COUNCIL AND CITY STAFF. MOTION CARRIED BY THE FOLLOWING VOTE:

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

MOTION BY SPRIGGS, SECOND BY PATTON, TO AUTHORIZE THE CITY MANAGER TO SIGN THE EAGLE PROJECT PLAN FOR FRED SMYTH TO CONTINUE THE PROJECT DEVELOPMENT AND CONSTRUCTION AS APPROVED BY CITY COUNCIL AND CITY STAFF. MOTION CARRIED BY THE FOLLOWING VOTE:

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

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS (4.1)

4.1 KEGEL (APPLICANT); CONSIDERATION OF REGULAR COASTAL PERMIT (CP 140023), CONDITIONAL USE PERMIT (CUP 140024), DESIGN REVIEW CASE (DRC 140025), SITE PLAN REVIEW (SPR 140026), AND TENTATIVE PARCEL MAP (TPM 140027), AND CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES 15332 (IN FILL DEVELOPMENT) FOR THE DEMOLITION OF ONE EXISTING RESIDENTIAL UNIT AND CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT WITH THREE RESIDENTIAL CONDOMINIUM UNITS ABOVE COMMERCIAL SPACE AT 951 SEACOAST DRIVE (APN 625-352-23-00). MF 1149. (0600-20)

Mayor Pro Tem Bilbray declared the public hearing open.

Senior Planner Foltz gave a PowerPoint presentation on the item.

Correspondence (9 email messages) received after the agenda posting were submitted as Last Minute Agenda Information.

Mayor Pro Tem Bilbray limited the time for public speakers to two minutes each.

The following public speakers were opposed to the item:

Terri Johnson
Ben Swearingen
Dane Crosby
Randy Putland (additional speaking time donated by Pace Putland)
Elizabeth Shapiro (additional speaking time donated by Thierry Heno)
Joseph Fallon
Veronica Archer
Daren Johnson (additional speaking time donated by Raelynn Warren)

Mayor Pro Tem Bilbray called a recess at 7:35 p.m. and called the meeting back to order at 7:40 p.m.

ROLL CALL:

Councilmembers present:	Patton, Bragg, Spriggs
Councilmembers absent:	None
Mayor Absent:	Dedina
Mayor Pro Tem Present:	Bilbray

The following public speakers were opposed to the item:

Lora Robbins
Ruth Cole
Benny Holt (indicated opposition – did not speak)
Kylie Kavanagh (indicated opposition – did not speak)
Rick Emilson requested a continuance.
Eileen Henot

The following public speakers were in support of the item:

Irene Fombon
Bob Miller, representing the Seacoasters
Patricia Dehart
Anji Marcus
Cy Nuzum
Darrin Fernandes
Soraya Pizzey

City Council discussion:

Councilmember Spriggs thanked everyone who provided public input. He suggested staff carefully oversee the public noticing process to avoid a similar noticing problem in the future. He said several public forums, such as those held for the Commercial Zoning Review, addressed the matter of striking the right balance between preservation of core community values and a reasonable amount of development. He also stated the Commercial Zoning and Design Guidelines, involving extensive community participation, lays out the current vision for the types of development that should take place along Palm Ave., Seacoast Drive and the commercial area along 13th Street. Additionally, these documents state the expectation that there will be pedestrian serving retail on the ground floor with residential on the upper floors and there is no statement of how much or how little there will be. He also spoke about the funding set aside for the Seacoast Drive Aesthetics Project which will be the vision and a consistent approach for what will happen on Seacoast Drive. He spoke in support for the project.

Councilmember Bragg recognized the public speakers for providing input. She noted this project has been considered six times (either by the Design Review Board and City Council) and this meeting was to rectify the noticing issue. She also stated that she resented the remarks about this project being railroaded to the community and that City Council is making a lot of money because these statements are not true.

Senior Planner Foltz responded to questions of Councilmember Bragg. He spoke about parking regulations and Transportation Demand Management (TDM) strategies noting the project meets and exceeds parking requirements. He addressed concerns regarding setbacks and stepbacks stating the regulations today almost mirror those that were implemented in 1994. He also stated that although setbacks and stepbacks are not required for this project (except for along Seacoast Drive), the developer is setting portions of the building back from the eastern property line. He also stated implementation of side yard setbacks and stepbacks is to protect public views of street ends. He noted that the project does not encroach upon any street end and that the City does not have an ordinance protecting private views. He spoke about building height and building height exceptions, stating the project meets those requirements. He reviewed in detail the proposed landscaping and how runoff will be addressed. He also stated vacation rentals would be a permitted use per the City's municipal code. With regard to safety, pedestrians and vehicles will be visible, the streets and alleys will remain clear for emergency vehicles, and the Sheriffs Department and Fire Department did not have concerns about this project. With regard to sidewalks, he stated the building will be located on the property line, would not take up any public space, and on Seacoast Drive the building will be set back to allow for tables. He stated there are no variances for this project. He reviewed provisions, which are in the municipal code, allowing for height of 35 feet with incentives and adjustments to the commercial dimension from 15 feet to 13.5 feet.

Councilmember Bragg stated change is coming and it is the job of City Council to manage it. She commented on the amount of time individual Councilmembers spent with staff regarding this project and she stressed that this project meets code.

City Attorney Lyon stated the City does not have any view protection ordinances in place and adjacent property owners do not have any private property interests in prohibiting development on adjacent sites.

Councilmember Patton stated he liked the design and interior layout. He expressed concern about the height and spoke about the need to adhere to core values on height.

With regard to projects approved with TDM strategies, Councilmember Spriggs questioned how the City verifies that commercial properties and retailers have implemented TDM strategies. He spoke about the need to be mindful about parking conditions and how they will worsen as new investment occurs in the City. He spoke in support for an overall comprehensive plan for parking as the City grows.

Councilmember Bragg commented on how the City addressed the issue of Pier South employees using parking spaces at Dunes Park.

City Manager Hall commented on how the City Council and community came together to establish priorities for the City including height, setbacks and stepbacks. He also spoke about the need to strike a balance in having development that benefits the community, allows the community to move forward, and is still economically feasible.

Mayor Pro Tem Bilbray stated the previous City Council revised the zoning code because nothing was getting built in the City. He spoke of the need for revenue in order to provide residents with lighting, paved streets, and recreation. He said hotels and mixed use projects help increase revenues and stressed how these types of projects are important to the City's survival.

Without dissension of the City Council, Mayor Pro Tem Bilbray closed the public hearing.

MOTION BY SPRIGGS, SECOND BY BRAGG, THAT CITY COUNCIL RESCINDS RESOLUTION NO. 2015-7577 AND ADOPTS RESOLUTION NO. 2015-7606, APPROVING REGULAR COASTAL PERMIT (CP 140023), CONDITIONAL USE PERMIT (CUP 140024), DESIGN REVIEW CASE (DRC 140025), SITE PLAN REVIEW (SPR 140026), AND TENTATIVE PARCEL MAP (TPM 140027) FOR THE DEMOLITION OF ONE EXISTING RESIDENTIAL UNIT AND THE CONSTRUCTION OF A NEW, MIXED-USE DEVELOPMENT WITH THREE RESIDENTIAL CONDOMINIUM UNITS ABOVE APPROXIMATELY 2,118 SQUARE FEET OF COMMERCIAL/RETAIL SPACE AT 951 SEACOAST DRIVE (APN 625-352-23-00). MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, BILBRAY
NOES: COUNCILMEMBERS: PATTON
ABSENT: COUNCILMEMBERS: DEDINA**

REPORTS (5.3 & 5.5)

5.3 ADOPTION OF RESOLUTION NO. 2015-7609 REQUESTING THAT THE SAN DIEGO BOARD OF SUPERVISORS NAME THE FRIENDS OF THE LIBRARY STORE IN THE IMPERIAL BEACH LIBRARY IN MEMORY OF FREDA ELLIOTT-ADAMS. (0150-20)

City Manager Hall reported on the item.

On behalf of the Woman's Club, Karen W. Odermatt stated the Woman's Club supports the naming of the Imperial Beach Library Community Room after Freda Elliott-Adams and she distributed a biography on Mrs. Elliot-Adams.

Nancy Stone, representing the Imperial Beach Friends of the Library, spoke in support for naming the Imperial Beach Library Community Room after Freda Elliott-Adams (additional

speaking time donated by Virginia Syverson).

The July 13, 2015 minutes of the Imperial Beach Friends of the Library were submitted as last minute agenda information.

Councilmember Bragg read the letter submitted by former Mayor Diane Rose who supports naming the Imperial Beach Friends of the Library bookstore in honor of Freda Elliott-Adams. She displayed the notebook that Freda Elliot-Adams used for writing her Imperial Beach history book and she spoke about Mrs. Elliott-Adams' passion for the library. She spoke in support for naming the Imperial Beach Friends of the Library bookstore after Freda Elliott-Adams.

Councilmember Spriggs spoke about the need for locating a historical space that can be the repository for historical items.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2015-7609 REQUESTING THAT THE SAN DIEGO BOARD OF SUPERVISORS NAME THE FRIENDS OF THE LIBRARY STORE IN THE IMPERIAL BEACH LIBRARY IN MEMORY OF FREDA ELLIOTT-ADAMS. MOTION CARRIED BY THE FOLLOWING VOTE:

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

5.5 RESOLUTION NO. 2015-7605 AWARDDING PUBLIC WORKS CONTRACT TO WIT: ALLEY IMPROVEMENT PROJECT (S14-104). (0600-20)

Public Works Director Levien reported on the item.

City Manager Hall spoke about the importance this project is to the community.

Chris Brown stated she paid for maintenance of streets, sidewalks, and alleys out of her pocket. If the City proceeds with the project, she will send a bill to the City to cover a portion of her paving fees. She said it is not fair for the City to cover the cost when others have paid their share.

Councilmember Spriggs stated City Council had discussions over many years on what to do about the unpaved alleys. He spoke about the unsuccessful attempts to get the alleys paved, the need to move forward with a solution to improve the alleys, and the lack of other alternatives.

MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2015-7605 AWARDDING PUBLIC WORKS CONTRACT TO WIT: ALLEY IMPROVEMENT PROJECT (S14-104) AND WHEN THE PROJECT IS DONE AND IF THERE ARE REMAINING FUNDS, DIRECT STAFF TO RETURN TO CITY COUNCIL. MOTION CARRIED BY THE FOLLOWING VOTE:

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

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

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (ITEM NO. 2.2)

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Administrative Services Director Bradley and Public Works Director Levien responded to Councilmember Spriggs' questions regarding the large items listed on the Warrant Register.

Councilmember Patton left Council Chambers at 9:26 p.m. and returned at 9:28 p.m.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO RATIFY THE FOLLOWING REGISTERS: ACCOUNTS PAYABLE NUMBERS 86780 THROUGH 86921 WITH A SUBTOTAL AMOUNT OF \$1,148,856.66, EFT #'S 15-27 WITH A SUBTOTAL AMOUNT OF \$23,975.76, AND PAYROLL CHECKS/DIRECT DEPOSITS 46568 THROUGH 46602 FOR A SUBTOTAL AMOUNT OF \$307,057.59 FOR A TOTAL AMOUNT OF \$1,479,890.01. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, BILBRAY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: DEDINA

ADJOURN REGULAR MEETING

Mayor Pro Tem Bilbray adjourned the regular meeting at 9:29 p.m.

Mayor Pro Tem Bilbray

Jacqueline M. Hald, MMC
City Clerk

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *SH for AH*
MEETING DATE: AUGUST 5, 2015
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *AS*
SUBJECT: RATIFICATION OF WARRANT REGISTER

EXECUTIVE SUMMARY:

Approval of the warrant register in the amount of \$ 1,490,498.39, the EFT register in the amount of \$ 54,085.72 and the payroll checks in the amount of \$452,177.42.

RECOMMENDATION:

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

RATIONALE:

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

OPTIONS:

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

BACKGROUND:

None

ANALYSIS:

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

<u>Vendor:</u>	<u>Check:</u>	<u>Amount:</u>	<u>Description:</u>
San Diego County Sheriff	87042	\$ 508,017.76	May 2015 Law Enf Svcs
Sanpipa	87043	\$ 155,622.00	15/16 Insurance Prem Fees

The following registers are submitted for Council ratification:

Accounts Payable

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
86922-86960	07/01/2015	\$ 103,896.76
86961	07/06/2015	\$ 245.00
86962-86997	07/09/2015	\$ 144,099.57
86998-87055	07/17/2015	\$ 937,561.31
87056-87101	07/23/2015	\$ 304,698.75
	Sub-Total	\$ 1,490,498.39

<u>EFT #</u>		
28-35	07/09/2015	\$ 22,954.91
36-41	Not Used	
42-47	07/23/2015	\$ 31,130.81
	Sub-Total	\$ 54,085.72

Payroll Checks/Direct Deposit

46603-46629	P.P.E. 6/25/15	\$ 222,365.21
46630-46653	P.P.E. 7/09/15	\$ 229,812.21
	Sub-Total	\$ 452,177.42
	TOTAL	<u>\$ 1,996,761.54</u>

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

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

Attachments:

1. Warrant Register as Budgeted
2. Warrant Register

City of Imperial Beach
 Warrant Register as Budgeted (FY2015)
 Current as of 07/26/2015

Expense	Budget	Previous Warrant					Remaining Budget
		Registers	2015-07-01	2015-07-06	2015-07-09	2015-07-17	
101 GENERAL FUND							
ADVERTISING	\$ 6,700	\$ 2,849	\$ 310				\$ 3,541
ATTORNEY SERVICES	\$ 54,064	\$ 23,552				\$ 26,848	\$ 3,665
ATTORNEY SERVICES-OTHER	\$ 99,010	\$ 74,043			\$ 8,227	\$ 8,227	\$ 8,513
AUTO ALLOWANCE	\$ 37,268	\$ 37,874					\$ (606)
BAD DEBT EXPENSE		\$ 50					\$ (50)
BANKING/FIN SRVCS CHARGES	\$ 39,500	\$ 35,058	\$ 166			\$ 1,223	\$ 3,053
CELL PHONE ALLOWANCE	\$ 8,844	\$ 8,740					\$ 104
COMMUNITY PROGRAMS		\$ -					\$ -
CONTRACTS-ELECTIONS	\$ 9,415	\$ 8,903					\$ 512
CONTRACTS-POSTAGE MACHINE	\$ 1,109	\$ 1,109					\$ -
COPIER LEASES	\$ 27,700	\$ 26,029					\$ 1,671
COUNCIL/RDA BOARD PAY	\$ 40,875	\$ 41,005					\$ (130)
EMPLOYEE RECOGNITION AWRD	\$ 15,667	\$ 12,864			\$ 6		\$ 2,796
EQUIPMENT	\$ 783	\$ 0					\$ 783
FEES & LICENSES	\$ 18,250	\$ 14,741					\$ 3,509
FICA	\$ 351,313	\$ 351,313					\$ 0
FIRE EXTINGUISHER SERVICE	\$ 1,650	\$ 278					\$ 1,372
FLSA WAGES	\$ 25,725	\$ 26,299					\$ (574)
GAS & ELECTRIC (SDG&E)	\$ 226,530	\$ 186,454	\$ 111		\$ 3,474	\$ 15,678	\$ 20,813
INSURANCE PREMIUM/DEPOSIT	\$ 75						\$ 75
LIFE INSURANCE	\$ 13,622	\$ 13,721					\$ (99)
MAINTENANCE & REPAIR	\$ 74,120	\$ 36,209	\$ 99		\$ 7,241	\$ 2,236	\$ 28,335
MEMBERSHIP DUES	\$ 30,754	\$ 26,948	\$ 30		\$ 310		\$ 3,466
MGT MEDICAL REIMBURSEMENT	\$ 2,421	\$ 2,492	\$ 420				\$ (491)
MILEAGE REIMBURSEMENT	\$ 724	\$ 255	\$ 54				\$ 415
NUISANCE ABATEMENT CHARGE	\$ 1,500						\$ 1,500
OFFICE SUPPLIES	\$ 24,287	\$ 18,956			\$ 31	\$ 1,080	\$ 4,220
OPERATING SUPPLIES	\$ 322,032	\$ 250,820	\$ 13,883		\$ 8,248	\$ 1,187	\$ 4,008
OTHER SERVICES & CHARGES	\$ 109,515	\$ 71,340	\$ 7,251		\$ 1,806	\$ 708	\$ 28,411
OVERTIME	\$ 126,331	\$ 125,140					\$ 1,191
PARS CITY CONTRIBUTION	\$ 22,665	\$ 23,215					\$ (550)
PERS-CITY PORTION	\$ 651,746	\$ 651,919					\$ (173)
PEST CONTROL SERVICE	\$ 4,200	\$ 3,250	\$ 212				\$ 738
PLAN CHECK SVCICIES	\$ 8,298	\$ -					\$ 8,298
POSTAGE & FREIGHT	\$ 17,450	\$ 10,797			\$ 7		\$ 6,646
PRINTING SERVICES	\$ 12,914	\$ 7,005			\$ 746	\$ 105	\$ 5,058
PROFESSIONAL SERVICES	\$ 6,856,776	\$ 5,059,208	\$ 19,446		\$ 15,943	\$ 522,208	\$ 12,838
RCS PROGRAM	\$ 47,500	\$ 37,428				\$ 3,836	\$ 6,236
RENT-EQUIPMENT	\$ 3,800	\$ 829					\$ 2,971
RENT-FACILITIES	\$ 3,600						\$ 3,600
RENT-UNIFORMS	\$ 38,374	\$ 18,331	\$ 135		\$ 157	\$ 60	\$ 19,692
SALARIES FULL-TIME	\$ 4,295,153	\$ 4,297,796					\$ (2,643)
SALARIES PART-TIME	\$ 665,213	\$ 664,616					\$ 597
SECTION 125 CAFETERIA	\$ 701,326	\$ 702,574					\$ (1,248)
SECURITY & ALARM	\$ 5,300	\$ 2,620					\$ 2,680
SMALL TOOLS/NON-CAPITAL	\$ 9,578	\$ 3,796			\$ 3,961		\$ 1,821
SUBSCRIBE & PUBLICATIONS	\$ 4,350	\$ 1,345				\$ 5	\$ 2,999
TECHNICAL SERVICES	\$ 493,735	\$ 290,004	\$ 7,447		\$ 54,738	\$ 39,333	\$ 3,562
TEMPORARY STAFFING	\$ 140,226	\$ 108,638	\$ 811		\$ 989	\$ 811	\$ 28,976
TRAFFIC CONTROL	\$ 40,500	\$ 28,038	\$ 430		\$ 7,503		\$ 4,530
TRAINING & EDUCATION-MOU	\$ 11,400	\$ 4,682					\$ 6,718
TRAVEL, TRAINING, MEETING	\$ 65,983	\$ 48,605	\$ 80		\$ 6,923	\$ 1,688	\$ 489
UNEMPLOYMENT INSURANCE	\$ 56,644	\$ 56,577					\$ 67
UTILITIES-CELL PHONES	\$ 17,053	\$ 14,300	\$ 1,228		\$ 150	\$ 1,968	\$ (593)
UTILITIES-SEWER	\$ 8,300	\$ 8,139					\$ 161
UTILITIES-TELEPHONE	\$ 28,535	\$ 20,789			\$ 1,972		\$ 5,774
UTILITIES-WATER	\$ 117,519	\$ 99,553			\$ 12,139	\$ 5,828	\$ (0)
VEHICLE ABATEMENT CHARGES		\$ -					\$ -
VEHICLE OPERATE-FUEL/OIL		\$ -					\$ -
WORKER'S COMP INSURANCE	\$ 72,025	\$ 72,024					\$ 1
201 GAS TAX FUND							
AUTO ALLOWANCE	\$ 200	\$ 54					\$ 146
CELL PHONE ALLOWANCE	\$ 200	\$ 18					\$ 182
FICA	\$ 4,259	\$ 3,237					\$ 1,022
PERS-CITY PORTION	\$ 11,130	\$ 6,608					\$ 4,522
PROFESSIONAL SERVICES	\$ 673,781	\$ 385,178			\$ 990	\$ 10,270	\$ 110
SALARIES FULL-TIME	\$ 61,077	\$ 42,728					\$ 18,349

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 07/26/2015

	Budget	Previous Warrant Registers					Remaining Budget
		2015-07-01	2015-07-06	2015-07-09	2015-07-17	2015-07-23	
SECTION 125 CAFETERIA	\$ 8,800	\$ 7,380					\$ 1,420
UNEMPLOYMENT INSURANCE	\$ 3,044	\$ 82					\$ 2,962
202 PROP "A" (TRANSNET) FUND							\$ -
ATTORNEY SERVICES	\$ 470	\$ 0					\$ 470
AUTO ALLOWANCE	\$ 400	\$ 128					\$ 272
CELL PHONE ALLOWANCE	\$ 400	\$ 43					\$ 357
FICA	\$ 4,837	\$ 1,619					\$ 3,218
PERS-CITY PORTION	\$ 5,313	\$ 3,243					\$ 2,070
PROFESSIONAL SERVICES	\$ 715,350	\$ 662,375					\$ 52,975
SALARIES FULL-TIME	\$ 53,031	\$ 21,218					\$ 31,813
SECTION 125 CAFETERIA	\$ 5,953	\$ 2,800					\$ 3,153
UNEMPLOYMENT INSURANCE	\$ 2,741	\$ 64					\$ 2,677
212 SLESF (COPS) FUND							\$ -
PROFESSIONAL SERVICES	\$ 100,000	\$ 64,563			\$ 8,333		\$ 27,103
215 LLMD-ASSMT DIST #67 FUND							\$ -
GAS & ELECTRIC (SDG&E)	\$ 28,000	\$ 20,727			\$ 2,109		\$ 5,164
PROFESSIONAL SERVICES	\$ 2,000				\$ 2,561		\$ (561)
216 HOUSING AUTHORITY							\$ -
AUTO ALLOWANCE	\$ 50	\$ 48					\$ 2
CELL PHONE ALLOWANCE	\$ 20	\$ 15					\$ 5
FICA	\$ 2,774	\$ 2,952					\$ (178)
LIFE INSURANCE		\$ (17)					\$ 17
MGT MEDICAL REIMBURSEMENT	\$ 40	\$ 37					\$ 3
PERS-CITY PORTION	\$ 5,785	\$ 6,115					\$ (330)
PROFESSIONAL SERVICES	\$ 11,085	\$ 8,185				\$ 743	\$ 2,158
SALARIES FULL-TIME	\$ 1,910	\$ 1,909					\$ 1
SALARIES PART-TIME	\$ 35,396	\$ 37,719					\$ (2,323)
SECTION 125 CAFETERIA	\$ 637	\$ 583					\$ 54
UNEMPLOYMENT INSURANCE	\$ 434	\$ 434					\$ -
217 HOUSING AUTHORITY-BOND							\$ -
ATTORNEY SERVICES		\$ -					\$ -
PROFESSIONAL SERVICES	\$ 275,000	\$ 212,500					\$ 62,500
301 SA DEBT SERVICE FUND							\$ -
BOND INTEREST (2010 TAB)	\$ 1,058,910	\$ 1,058,716					\$ 194
BOND PRINCIPAL (2010 TAB)	\$ 235,000	\$ -					\$ 235,000
INTEREST BOND (2013 TAB)	\$ 762,957	\$ 762,957					\$ 1
PROFESSIONAL SERVICES		\$ (24,111)					\$ 24,111
303 REDEV OBLIG RETIRE FUND							\$ -
ATTORNEY SERVICES	\$ 170,000	\$ 135,523				\$ 4,368	\$ 30,109
AUTO ALLOWANCE	\$ 5,330	\$ 2,036					\$ 3,294
CELL PHONE ALLOWANCE	\$ 1,410	\$ 547					\$ 863
FICA	\$ 8,290	\$ 3,385					\$ 4,905
MGT MEDICAL REIMBURSEMENT	\$ 290	\$ 105					\$ 185
OTHER SERVICES & CHARGES	\$ 9,000	\$ 7,260			\$ 18		\$ 1,722
PERS-CITY PORTION	\$ 20,310	\$ 8,071					\$ 12,239
PROFESSIONAL SERVICES	\$ 137,106	\$ 115,460			\$ 7,507		\$ 14,138
SA ADMIN-OTHER REIMB		\$ -					\$ -
SALARIES FULL-TIME	\$ 153,270	\$ 60,001					\$ 93,269
SECTION 125 CAFETERIA	\$ 10,700	\$ 4,145					\$ 6,555
TRAVEL, TRAINING, MEETING	\$ 10	\$ 6					\$ 4
UNEMPLOYMENT INSURANCE	\$ 390	\$ 138					\$ 252
401 CAPITAL IMPROVEMENT FUND							\$ -
AUTO ALLOWANCE	\$ 200	\$ 110					\$ 90
CELL PHONE ALLOWANCE	\$ 200	\$ 36					\$ 164
FICA	\$ 1,958	\$ 1,066					\$ 892
PERS-CITY PORTION	\$ 3,377	\$ 2,089					\$ 1,288
PROFESSIONAL SERVICES	\$ 1,126,911	\$ 466,222	\$ 19,745		\$ 8,478	\$ 5,391	\$ 210
SALARIES FULL-TIME	\$ 34,019	\$ 13,735					\$ 20,284
SECTION 125 CAFETERIA	\$ 3,772	\$ 1,770					\$ 2,002
UNEMPLOYMENT INSURANCE	\$ 574	\$ 82					\$ 492
402 C.I.P. 2010 BOND							\$ -
ATTORNEY SERVICES	\$ 110,400	\$ 36,496					\$ 73,904
AUTO ALLOWANCE	\$ 2,000	\$ 500					\$ 1,500
CELL PHONE ALLOWANCE	\$ 600	\$ 158					\$ 442
FICA	\$ 3,400	\$ 1,398					\$ 2,002
PERS-CITY PORTION	\$ 7,800	\$ 2,988					\$ 4,812
PROFESSIONAL SERVICES	\$ 1,291,877	\$ 526,520				\$ 3,210	\$ 762,147
SALARIES FULL-TIME	\$ 50,000	\$ 19,379					\$ 30,621
SECTION 125 CAFETERIA	\$ 3,800	\$ 1,357					\$ 2,443

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 07/26/2015

	Budget	Previous Warrant					Remaining Budget
		Registers	2015-07-01	2015-07-06	2015-07-09	2015-07-17	
UNEMPLOYMENT INSURANCE		\$ 24					\$ (24)
501 VEHICLE REPLACEMENT/MAINT							\$ -
EQUIPMENT	\$ 204,621	\$ 76,184			\$ 2,716		\$ 125,721
FEES & LICENSES	\$ 4,000	\$ 3,358					\$ 642
FICA	\$ 10,309	\$ 10,174					\$ 135
FIRE EXTINGUISHER SERVICE	\$ 400	\$ 246					\$ 154
LIFE INSURANCE	\$ 259	\$ 268					\$ (9)
MAINTENANCE & REPAIR	\$ 23,100	\$ 19,244	\$ 523		\$ 2,772		\$ 562
OPERATING SUPPLIES	\$ 9,610	\$ 9,363			\$ 246		\$ 0
OTHER SERVICES & CHARGES	\$ 2,100	\$ 926			\$ 13		\$ 1,161
OVERTIME	\$ 200						\$ 200
PERS-CITY PORTION	\$ 18,407	\$ 18,619					\$ (212)
SALARIES FULL-TIME	\$ 133,232	\$ 133,232					\$ 0
SECTION 125 CAFETERIA	\$ 23,822	\$ 23,822					\$ (0)
SMALL TOOLS/NON-CAPITAL	\$ 1,340	\$ 328					\$ 1,012
UNEMPLOYMENT INSURANCE	\$ 885	\$ 868					\$ 17
VEHICLE OPERATE-FUEL/OIL	\$ 211,824	\$ 186,633			\$ 5,950		\$ 19,241
VEHICLE OPERATE-PARTS M&O	\$ 25,000	\$ 20,141	\$ 407		\$ 373		\$ 4,079
WORKER'S COMP INSURANCE	\$ 3,266	\$ 3,264					\$ 2
502 RISK MANAGEMENT FUND							\$ -
ATTORNEY SERVICES	\$ 88,498	\$ 72,162				\$ 12,983	\$ 3,352
AUTO ALLOWANCE	\$ 1,591	\$ 1,663					\$ (72)
CELL PHONE ALLOWANCE	\$ 210	\$ 228					\$ (18)
FICA	\$ 4,931	\$ 4,877					\$ 54
INSURANCE PREMIUM/DEPOSIT	\$ 167,344	\$ 167,344					\$ (0)
INSURANCE PREMIUM/WK COMP	\$ 54,410	\$ 54,410					\$ -
LIFE INSURANCE	\$ 262	\$ 271					\$ (9)
MGT MEDICAL REIMBURSEMENT	\$ -	\$ -					\$ -
OFFICE SUPPLIES	\$ 250						\$ 250
OPERATING SUPPLIES	\$ -	\$ -					\$ -
OTHER SERVICES & CHARGES	\$ 3,333	\$ 3,333					\$ 0
OVERTIME	\$ 50	\$ 10					\$ 40
PAYMENT OF CLAIMS	\$ 20,372	\$ 20,372					\$ 0
PERS-CITY PORTION	\$ 6,554	\$ 6,625					\$ (71)
PROFESSIONAL SERVICES	\$ 2,250	\$ 2,250					\$ -
PYMT OF WORK COMP CLAIMS	\$ 142,950	\$ 149,536					\$ (6,586) Offset by Cost Recovery
SALARIES FULL-TIME	\$ 62,023	\$ 62,511					\$ (488)
SECTION 125 CAFETERIA	\$ 8,509	\$ 8,867					\$ (358)
SUBSCRIBE & PUBLICATIONS	\$ -	\$ -					\$ -
TECHNICAL SERVICES	\$ 1,580	\$ 1,578					\$ 2
THIRD PARTY ADMIN (W/C)	\$ 28,406	\$ 28,406					\$ (0)
UNEMPLOYMENT INSURANCE	\$ 349	\$ 347					\$ 2
WORKER'S COMP INSURANCE	\$ 1,025	\$ 1,020					\$ 5
CLAIM-COST RECOVERY	\$ -	\$ (3,405)					\$ 3,405 Credit to offset claims
503 TECHNOLOGY/COMMUNICATIONS							\$ -
AUTO ALLOWANCE	\$ 4,542	\$ 4,359					\$ 183
CELL PHONE ALLOWANCE	\$ 700	\$ 675					\$ 25
EQUIPMENT	\$ 41,546	\$ (68)			\$ 68	\$ 34,587	\$ 6,959
FEES & LICENSES	\$ 1,900	\$ 1,902					\$ (2)
FICA	\$ 11,630	\$ 11,630					\$ 0
H.T.E. MAINTENANCE	\$ 64,175	\$ 62,925			\$ 1,250		\$ 0
LIFE INSURANCE	\$ 627	\$ 577					\$ 50
MAINTENANCE & REPAIR	\$ 105	\$ 105					\$ 0
MEMBERSHIP DUES	\$ 240	\$ 240					\$ -
MGT MEDICAL REIMBURSEMENT	\$ -	\$ -					\$ -
OFFICE SUPPLIES	\$ 500	\$ 198					\$ 302
OPERATING SUPPLIES	\$ 5,065	\$ 1,925					\$ 3,140
OTHER SERVICES & CHARGES	\$ 500	\$ 414					\$ 86
PARS CITY CONTRIBUTION	\$ 402	\$ 391					\$ 11
PERS-CITY PORTION	\$ 15,334	\$ 15,251					\$ 83
POSTAGE & FREIGHT	\$ 200	\$ 149					\$ 51
PROFESSIONAL SERVICES	\$ 32,595	\$ 15,494				\$ 180	\$ 16,921
QUESYST	\$ 6,000	\$ 6,000					\$ -
SALARIES FULL-TIME	\$ 137,582	\$ 138,430					\$ (848)
SALARIES PART-TIME	\$ 9,481	\$ 10,414					\$ (933)
SECTION 125 CAFETERIA	\$ 19,521	\$ 18,750					\$ 771
SMALL TOOLS/NON-CAPITAL	\$ 31,644	\$ 3,784				\$ 23,693	\$ 4,168
SUBSCRIBE & PUBLICATIONS	\$ -	\$ -					\$ -
TECHNICAL SERVICES	\$ 25,116	\$ 20,328			\$ 891		\$ 3,897

City of Imperial Beach
Warrant Register as Budgeted (FY2016)
 Current as of 07/26/2015

Expense	Budget	Previous Warrant Registers				Remaining Budget
		2015-07-01	2015-07-09	2015-07-17	2015-07-23	
101 GENERAL FUND						
ADVERTISING	\$ 7,000					\$ 7,000
ATTORNEY SERVICES	\$ 40,276					\$ 40,276
ATTORNEY SERVICES-OTHER	\$ 110,724					\$ 110,724
AUTO ALLOWANCE	\$ 48,075	\$ 1,107				\$ 46,968
BANKING/FIN SRVCS CHARGES	\$ 38,000	\$ 969				\$ 37,031
CELL PHONE ALLOWANCE	\$ 13,440	\$ 269				\$ 13,171
COMMUNITY PROGRAMS	\$ 77,300					\$ 77,300
CONTRACTS-ELECTIONS	\$ 9,000					\$ 9,000
COPIER LEASES	\$ 28,050					\$ 28,050
COUNCIL/RDA BOARD PAY	\$ 41,999	\$ 1,034				\$ 40,965
EMPLOYEE RECOGNITION AWRD	\$ 2,700					\$ 2,700
EQUIPMENT	\$ 7,500					\$ 7,500
FEES & LICENSES	\$ 20,485					\$ 20,485
FICA	\$ 364,943	\$ 12,649				\$ 352,294
FIRE EXTINGUISHER SERVICE	\$ 550					\$ 550
FLSA WAGES	\$ 27,528	\$ 683				\$ 26,845
GAS & ELECTRIC (SDG&E)	\$ 237,000					\$ 237,000
LIFE INSURANCE	\$ 14,265	\$ 385				\$ 13,880
MAINTENANCE & REPAIR	\$ 70,200					\$ 70,200
MEMBERSHIP DUES	\$ 36,306	\$ -		\$ 5,175	\$ 12,812	\$ 18,319
MGT MEDICAL REIMBURSEMENT	\$ 3,150	\$ (571)				\$ 3,721
MILEAGE REIMBURSEMENT	\$ 500					\$ 500
NUISANCE ABATEMENT CHARGE	\$ 1,000					\$ 1,000
OFFICE SUPPLIES	\$ 19,950	\$ 282			\$ 203	\$ 19,465
OPERATING SUPPLIES	\$ 285,845	\$ 367		\$ 145	\$ 1,295	\$ 284,039
OTHER SERVICES & CHARGES	\$ 34,800	\$ -				\$ 34,800
OVERTIME	\$ 122,800	\$ 8,097				\$ 114,703
PARS CITY CONTRIBUTION	\$ 24,816	\$ 1,126				\$ 23,690
PERS-CITY PORTION	\$ 792,142	\$ 342,188				\$ 449,954
PEST CONTROL SERVICE	\$ 4,300	\$ -				\$ 4,300
PLAN CHECK SERVICIES	\$ 8,000					\$ 8,000
POSTAGE & FREIGHT	\$ 1,200					\$ 1,200
PRINTING SERVICES	\$ 10,376					\$ 10,376
PROFESSIONAL SERVICES	\$ 7,821,795	\$ 5,097	\$ 250	\$ 12,640	\$ 8,844	\$ 7,794,964
RCS PROGRAM	\$ 48,500					\$ 48,500
RENT-EQUIPMENT	\$ 3,400					\$ 3,400
RENT-UNIFORMS	\$ 31,612	\$ 254				\$ 31,358
SALARIES FULL-TIME	\$ 4,437,894	\$ 114,582				\$ 4,323,312
SALARIES PART-TIME	\$ 679,576	\$ 30,406				\$ 649,170
SECTION 125 CAFETERIA	\$ 832,487	\$ 19,975				\$ 812,512
SECURITY & ALARM	\$ 5,460	\$ 185				\$ 5,275
SMALL TOOLS/NON-CAPITAL	\$ 21,750					\$ 21,750
SUBSCRIBE & PUBLICATIONS	\$ 5,475					\$ 5,475
TECHNICAL SERVICES	\$ 506,375	\$ 35				\$ 506,340
TEMPORARY STAFFING	\$ 15,000					\$ 15,000
TRAFFIC CONTROL	\$ 51,000	\$ 766			\$ 1,626	\$ 48,608
TRAINING & EDUCATION-MOU	\$ 10,000					\$ 10,000
TRAVEL, TRAINING, MEETING	\$ 62,050	\$ -		\$ 54		\$ 61,996
UNEMPLOYMENT INSURANCE	\$ 41,956	\$ 1,872				\$ 40,084
UTILITIES-CELL PHONES	\$ 20,100					\$ 20,100
UTILITIES-SEWER	\$ 8,568					\$ 8,568
UTILITIES-TELEPHONE	\$ 200					\$ 200
UTILITIES-WATER	\$ 149,680					\$ 149,680

City of Imperial Beach
Warrant Register as Budgeted (FY2016)
Current as of 07/26/2015

	Budget	Previous Warrant Registers	2015-07-01	2015-07-09	2015-07-17	2015-07-23	Remaining Budget
WORKER'S COMP INSURANCE	\$ 71,209						\$ 71,209
201 GAS TAX FUND							\$ -
AUTO ALLOWANCE	\$ 4						\$ (4)
CELL PHONE ALLOWANCE	\$ 1						\$ (1)
FICA	\$ 73						\$ (73)
PERS-CITY PORTION	\$ 103						\$ (103)
PROFESSIONAL SERVICES	\$ 628,000	\$ 41			\$ 31,079		\$ 596,879
SALARIES FULL-TIME	\$ 902						\$ (902)
SECTION 125 CAFETERIA	\$ 144						\$ (144)
202 PROP "A" (TRANSNET) FUND							\$ -
AUTO ALLOWANCE	\$ 7						\$ (7)
CELL PHONE ALLOWANCE	\$ 2						\$ (2)
FICA	\$ 46						\$ (46)
PERS-CITY PORTION	\$ 63						\$ (63)
PROFESSIONAL SERVICES	\$ 1,200,000						\$ 1,200,000
SALARIES FULL-TIME	\$ 572						\$ (572)
SECTION 125 CAFETERIA	\$ 89						\$ (89)
212 SLESF (COPS) FUND							\$ -
PROFESSIONAL SERVICES	\$ 100,000						\$ 100,000
215 LLMD-ASSMT DIST #67 FUND							\$ -
GAS & ELECTRIC (SDG&E)	\$ 27,000						\$ 27,000
PROFESSIONAL SERVICES	\$ 2,000						\$ 2,000
216 HOUSING AUTHORITY							\$ -
FICA	\$ 3,529	\$ 79					\$ 3,450
PERS-CITY PORTION	\$ 8,788	\$ 4,047					\$ 4,741
PROFESSIONAL SERVICES	\$ 4,100	\$ -					\$ 4,100
SALARIES PART-TIME	\$ 46,133	\$ 1,038					\$ 45,095
UNEMPLOYMENT INSURANCE	\$ 434						\$ 434
301 SA DEBT SERVICE FUND							\$ -
BOND INTEREST (2010 TAB)	\$ 1,051,836	\$ (86,171)					\$ 1,138,007
BOND PRINCIPAL (2010 TAB)	\$ 245,000						\$ 245,000
INTEREST BOND (2013 TAB)	\$ 762,957	\$ (65,872)					\$ 828,829
303 REDEV OBLIG RETIRE FUND							\$ -
ATTORNEY SERVICES	\$ 90,000						\$ 90,000
FICA	\$ 3						\$ (3)
OTHER SERVICES & CHARGES	\$ 9,000						\$ 9,000
PERS-CITY PORTION	\$ 4						\$ (4)
PROFESSIONAL SERVICES	\$ 200,000	\$ -					\$ 200,000
SALARIES FULL-TIME	\$ 250,000	\$ 41					\$ 249,959
SECTION 125 CAFETERIA	\$ 2						\$ (2)
401 CAPITAL IMPROVEMENT FUND							\$ -
AUTO ALLOWANCE	\$ 8						\$ (8)
CELL PHONE ALLOWANCE	\$ 3						\$ (3)
FICA	\$ 27						\$ (27)
PERS-CITY PORTION	\$ 36						\$ (36)
PROFESSIONAL SERVICES	\$ 3,875,000						\$ 3,875,000
SALARIES FULL-TIME	\$ 329						\$ (329)
SECTION 125 CAFETERIA	\$ 60						\$ (60)
402 C.I.P. 2010 BOND							\$ -
FICA	\$ 11						\$ (11)
PERS-CITY PORTION	\$ 16						\$ (16)
PROFESSIONAL SERVICES	\$ 4,389,452	\$ -			\$ 1,206		\$ 4,388,246
SALARIES FULL-TIME	\$ 143						\$ (143)
SECTION 125 CAFETERIA	\$ 8						\$ (8)
420 PARKS MAJOR MAINTENAN CIP							\$ -

City of Imperial Beach
Warrant Register as Budgeted (FY2016)
Current as of 07/26/2015

	Budget	Previous Warrant Registers	2015-07-01	2015-07-09	2015-07-17	2015-07-23	Remaining Budget
PROFESSIONAL SERVICES	\$ 225,000						\$ 225,000
501 VEHICLE REPLACEMENT/MAINT							\$ -
FEES & LICENSES	\$ 3,150	\$ 1,555					\$ 1,595
FICA	\$ 9,373	\$ 1,947					\$ 7,426
FIRE EXTINGUISHER SERVICE	\$ 400						\$ 400
LIFE INSURANCE	\$ 265	\$ 11					\$ 254
MAINTENANCE & REPAIR	\$ 11,100	\$ -				\$ 297	\$ 10,803
OPERATING SUPPLIES	\$ 4,100						\$ 4,100
OTHER SERVICES & CHARGES	\$ 2,400						\$ 2,400
OVERTIME	\$ 300						\$ 300
PERS-CITY PORTION	\$ 23,762	\$ 10,966					\$ 12,796
SALARIES FULL-TIME	\$ 124,734	\$ 25,350					\$ 99,384
SECTION 125 CAFETERIA	\$ 25,760	\$ 1,058					\$ 24,702
SMALL TOOLS/NON-CAPITAL	\$ 12,000						\$ 12,000
TEMPORARY STAFFING		\$ -					\$ -
UNEMPLOYMENT INSURANCE	\$ 868						\$ 868
VEHICLE OPERATE-FUEL/OIL	\$ 240,200	\$ -				\$ 13,119	\$ 227,081
VEHICLE OPERATE-PARTS M&O	\$ 25,000	\$ 669					\$ 24,331
WORKER'S COMP INSURANCE	\$ 3,266						\$ 3,266
502 RISK MANAGEMENT FUND							\$ -
ATTORNEY SERVICES	\$ 75,000						\$ 75,000
AUTO ALLOWANCE	\$ 1,980	\$ 47					\$ 1,933
CELL PHONE ALLOWANCE	\$ 600	\$ 6					\$ 594
FICA	\$ 5,911	\$ 136					\$ 5,775
INSURANCE PREMIUM/DEPOSIT	\$ 157,236	\$ -			\$ 155,622		\$ 1,614
INSURANCE PREMIUM/WK COMP	\$ 80,000	\$ -				\$ 73,441	\$ 6,559
LIFE INSURANCE	\$ 269	\$ 7					\$ 262
MGT MEDICAL REIMBURSEMENT	\$ 126						\$ 126
OPERATING SUPPLIES	\$ 1,000						\$ 1,000
PAYMENT OF CLAIMS	\$ 50,000	\$ 514					\$ 49,486
PERS-CITY PORTION	\$ 9,080	\$ 146					\$ 8,934
PYMT OF WORK COMP CLAIMS	\$ 150,000						\$ 150,000
SALARIES FULL-TIME	\$ 70,512	\$ 1,667					\$ 68,845
SECTION 125 CAFETERIA	\$ 9,947	\$ 263					\$ 9,684
TECHNICAL SERVICES	\$ 1,000						\$ 1,000
THIRD PARTY ADMIN (W/C)	\$ 28,500	\$ -				\$ 25,970	\$ 2,530
UNEMPLOYMENT INSURANCE	\$ 347						\$ 347
WORKER'S COMP INSURANCE	\$ 1,025						\$ 1,025
503 TECHNOLOGY/COMMUNICATIONS							\$ -
AUTO ALLOWANCE	\$ 4,800	\$ 85					\$ 4,715
CELL PHONE ALLOWANCE	\$ 960	\$ 13					\$ 947
EQUIPMENT	\$ 30,000						\$ 30,000
FEES & LICENSES	\$ 7,164						\$ 7,164
FICA	\$ 13,516	\$ 250					\$ 13,266
H.T.E. MAINTENANCE	\$ 37,500	\$ -				\$ 33,851	\$ 3,649
LIFE INSURANCE	\$ 571	\$ 16					\$ 555
MAINTENANCE & REPAIR	\$ 1,400						\$ 1,400
MEMBERSHIP DUES	\$ 640						\$ 640
MGT MEDICAL REIMBURSEMENT	\$ 84						\$ 84
OFFICE SUPPLIES	\$ 500						\$ 500
OPERATING SUPPLIES	\$ 7,000						\$ 7,000
PARS CITY CONTRIBUTION	\$ 883	\$ 17					\$ 866
PERS-CITY PORTION	\$ 19,271	\$ 6,990					\$ 12,281
POSTAGE & FREIGHT	\$ 200						\$ 200
PROFESSIONAL SERVICES	\$ 12,850	\$ 512					\$ 12,338

City of Imperial Beach
Warrant Register as Budgeted (FY2016)
Current as of 07/26/2015

	Budget	Previous Warrant Registers				Remaining Budget
		2015-07-01	2015-07-09	2015-07-17	2015-07-23	
QUESYST	\$ 8,000					\$ 8,000
SALARIES FULL-TIME	\$ 130,702	\$ 2,863				\$ 127,839
SALARIES PART-TIME	\$ 23,559	\$ 454				\$ 23,105
SECTION 125 CAFETERIA	\$ 26,001	\$ 463				\$ 25,538
SMALL TOOLS/NON-CAPITAL	\$ 24,600	\$ -				\$ 24,600
TECHNICAL SERVICES	\$ 47,020	\$ 7,344				\$ 39,676
TRAVEL, TRAINING, MEETING	\$ 4,950					\$ 4,950
UNEMPLOYMENT INSURANCE	\$ 1,389	\$ 28				\$ 1,361
UTILITIES-CELL PHONES	\$ 4,000					\$ 4,000
UTILITIES-TELEPHONE	\$ 12,000					\$ 12,000
504 FACILITY MAINT/REPLACMNT						\$ -
PROFESSIONAL SERVICES	\$ 100,000					\$ 100,000
TECHNICAL SERVICES	\$ 58,600					\$ 58,600
601 SEWER ENTERPRISE FUND						\$ -
AUTO ALLOWANCE		\$ 52				\$ (52)
CELL PHONE ALLOWANCE		\$ 9				\$ (9)
EQUIPMENT	\$ 42,000					\$ 42,000
FEES & LICENSES	\$ 2,950					\$ 2,950
FICA	\$ 20,686	\$ 668				\$ 20,018
GAS & ELECTRIC (SDG&E)	\$ 68,000					\$ 68,000
LIFE INSURANCE	\$ 664	\$ 14				\$ 650
MAINTENANCE & REPAIR	\$ 40,800	\$ 742			\$ 634	\$ 39,424
MEMBERSHIP DUES	\$ 900					\$ 900
OPERATING SUPPLIES	\$ 13,895	\$ -			\$ 1,713	\$ 12,182
OTHER SERVICES & CHARGES	\$ 8,400					\$ 8,400
OVERTIME	\$ 12,200	\$ 1,095				\$ 11,105
PERS-CITY PORTION	\$ 48,138	\$ 739				\$ 47,399
PROFESSIONAL SERVICES	\$ 2,134,360					\$ 2,134,360
RENT-EQUIPMENT	\$ 1,000					\$ 1,000
SALARIES FULL-TIME	\$ 252,693	\$ 6,767				\$ 245,926
SECTION 125 CAFETERIA	\$ 57,094	\$ 1,242				\$ 55,852
SECURITY & ALARM	\$ 4,000	\$ -		\$ 294		\$ 3,707
SMALL TOOLS/NON-CAPITAL	\$ 1,400	\$ -			\$ 408	\$ 992
STAND-BY PAY	\$ 21,000	\$ 517				\$ 20,483
TECHNICAL SERVICES	\$ 2,681,200	\$ -			\$ 750	\$ 2,680,450
TEMPORARY STAFFING	\$ 30,000	\$ -			\$ 1,302	\$ 28,698
TRAVEL, TRAINING, MEETING	\$ 5,200					\$ 5,200
UNEMPLOYMENT INSURANCE	\$ 2,170					\$ 2,170
UTILITIES-TELEPHONE	\$ 2,500					\$ 2,500
UTILITIES-WATER	\$ 6,700	\$ (1,899)				\$ 8,599
WORKER'S COMP INSURANCE	\$ 6,532					\$ -
Revenue					\$ 259	
Asset						
Liability		\$ 3,191	\$ 22,905	\$ 18,885	\$ 39,682	
Fund Balance						

CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	*ALL*	CHECK AMOUNT	TRN AMOUNT
07/01/2015	86936	JACQUELINE M HALD	04/16/2015	426	2015 SDC-CCA DUES REIMBUR	2015		10/2015			30.00	30.00
101-1020-411.28-12											30.00	
07/01/2015	86937	JULIA FETH	06/23/2015	2	REFUND EVENT PERMIT FEE	7098		12/2015			269.00	269.00
101-0000-325.73-06											150.00	150.00
101-0000-221.01-04					REFUND EVENT INS FEES	7098		12/2015			119.00	119.00
07/01/2015	86938	LIGHTHOUSE, INC	06/17/2015	787	LIGHTABAR/LIGHTHEAD/SIREN	0160904	150036	12/2015			10,983.56	10,983.56
101-3020-422.30-02					LIGHTHEAD/LED/STRAP/LIGHT	0160906	150036	12/2015			4,770.31	4,770.31
101-3020-422.30-02					SIREN/BRACKET	0161226	150036	12/2015			4,029.43	4,029.43
101-3020-422.30-02					LIGHTHEAD/SIREN	0161227	150036	12/2015			1,209.60	1,209.60
101-3020-422.30-02					CIRCUIT BREAKER	0161228	150036	12/2015			10.86	10.86
501-1921-419.28-16					#113 LED CABLE	0161512	150036	12/2015			153.36	153.36
101-6020-452.21-04												
07/01/2015	86939	LLOYD PEST CONTROL	06/06/2015	814	JUN 2015 SPORTS PARK	4733543	150074	12/2015			212.00	212.00
101-1910-419.20-22					JUN 2015 CITY HALL	4749543	150074	12/2015			51.00	51.00
101-1910-419.20-22					JUN 2015 FIRE DEPT	4749544	150074	12/2015			36.00	36.00
101-1910-419.20-22					JUN 2015 SHERIFF DEPT	4749698	150074	12/2015			36.00	36.00
101-1910-419.20-22					JUN 15 MV CENTER	4749755	150074	12/2015			53.00	53.00
07/01/2015	86940	NOLTE ASSOCIATES, INC.	06/19/2015	2600	MAY/JUN 2015 ELM AVE IMPR	32248	150654	12/2015			19,640.25	19,640.25
401-5020-532.20-06												
07/01/2015	86941	EDWARD JOE OCHOA	06/03/2015	1774	JOCKEY PUMP REPLACEMENT	2053	150211	12/2015			383.60	383.60
601-5060-436.21-04												
07/01/2015	86942	OFFICE DEPOT, INC	05/28/2015	1262	BUSINESS CRDS, DEDINA	772552105001	150000	11/2015			44.09	44.09
101-1010-411.29-04												
07/01/2015	86943	PARS	06/09/2015	2425	APR 2015	31707	150229	12/2015			408.00	408.00
101-1920-419.20-06					APR 2015	31707	150229	12/2015			81.60	81.60
101-3020-422.20-06					APR 2015	31707	150229	12/2015			81.60	81.60
101-3030-423.20-06					APR 2015	31707	150229	12/2015			122.40	122.40
101-6040-454.20-06					APR 2015	31707	150229	12/2015			122.40	122.40
07/01/2015	86944	PRINCIPAL FINANCIAL GROUP	07/01/2015	2428	JUL 2015 VOL LIFE INS	JUL 2015		01/2016			1,208.30	1,208.30
101-0000-209.01-13					JUL 2015 VOL LIFE INS	JUL 2015		01/2016			604.15	604.15
101-0000-209.01-13											604.15	604.15
07/01/2015	86945	PRINCIPAL FINANCIAL GROUP	07/01/2015	2525	JUL 2015 DENTAL PPO INS	JUL 2015		01/2016			1,982.80	1,982.80
101-0000-209.01-12					JUL 2015 DENTAL PPO INS	JUL 2015		01/2016			165.90	165.90
101-0000-209.01-12					JUL 2015 DENTAL PPO INS	JUL 2015		01/2016			887.05	887.05
101-0000-209.01-12					JUL 2015 DENTAL PPO INS	JUL 2015		01/2016			887.05	887.05
101-0000-209.01-12					JUL 2015 DENTAL PPO INS	JUL 2015		01/2016			42.80	42.80
07/01/2015	86946	PRISCILLA SUNEM CARBALLO	06/16/2015	2632	MILEAGE REIMBURSEMENT	06-16-2015		12/2015			54.24	54.24
101-1020-411.28-06											54.24	54.24

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	TRN AMOUNT	CHECK AMOUNT
07/01/2015	86947	PRUDENTIAL OVERALL SUPPLY	72	06/24/15 PW UNIFORMS	30508277	150077	12/2015		134.74	134.74
101-5020-432.25-03		06/24/2015							134.74	
07/01/2015	86948	RANCHO AUTO & TRUCK PARTS	1685	MOTOR OIL/SPRK PLGS/FILTR	7693-233271	150014	12/2015		155.72	155.72
501-1921-419.28-16		06/04/2015		PRESTONE AFZ/FILTERS	7693-233945	150014	12/2015		65.80	65.80
501-1921-419.28-16		06/10/2015		#600 PLSTCBK MIRROR	7693-234304	150014	12/2015		45.05	45.05
501-1921-419.28-16		06/15/2015		OIL FILTER	7693-234601	150014	12/2015		40.41	40.41
501-1921-419.28-16		06/17/2015							4.46	4.46
07/01/2015	86949	RICH RIEL	1	07/04/15 ENTERTAINMENT	06-19-2015		12/2015		100.00	100.00
101-3020-422.20-06		06/19/2015							100.00	100.00
07/01/2015	86950	RICH RIEL	2676	07/04/2015 ENTERTAINMENT	06-19-2015		12/2015		100.00	100.00
101-3020-422.20-06		09/19/2015							100.00	100.00
07/01/2015	86951	SAN DIEGO UNIFIED PORT DISTRICT	28	SD BAY WQIP P2 DEVELOPMNT	1800030176		12/2015		6,872.00	6,872.00
101-5050-435.29-04		06/15/2015							6,872.00	6,872.00
07/01/2015	86952	SUNWARD PUBLIC SECTOR INC.	1370	06/18/15 PAYROLL WEB CONF	102923	F15191	12/2015		80.00	80.00
101-1210-413.28-04		06/25/2015							80.00	80.00
07/01/2015	86953	SUPERIOR PAVEMENT MARKINGS, IN	2	REFUND BL OVERPAYMENT	7268		12/2015		74.00	74.00
101-0000-321.72-10		06/19/2015							74.00	74.00
07/01/2015	86954	THOMAS CLARK	2308	2015 DH HC REIMBURSEMENT	2015 CLARK	150774	12/2015		420.00	420.00
101-3020-422.11-08		06/01/2015							420.00	420.00
07/01/2015	86955	THOMAS LINDLEY	651	07/04/2015 LOT USE ELM /	06-16-2015		01/2016		250.00	250.00
101-3020-422.20-06		06/16/2015							250.00	250.00
07/01/2015	86956	TRAN CONSULTING ENGINEERS	2033	TELEWISE SEWER MAINS	7336	150338	12/2015		18,120.00	18,120.00
601-5060-536.20-06		06/18/2015							18,120.00	18,120.00
07/01/2015	86957	T-MAN TRAFFIC SUPPLY	2469	CRACK SEALANT	3294	150066	12/2015		1,516.60	1,516.60
101-5010-431.30-02		06/30/2015							1,516.60	1,516.60
07/01/2015	86958	UTILITY COST MANAGEMENT, LLC	2506	FEB-APR 2015 SAVINGS	20479		10/2015		1,215.15	1,215.15
101-5010-431.27-01		06/11/2015							52.81	52.81
101-6020-452.27-01		06/11/2015							58.47	58.47
601-5060-436.27-01		06/11/2015							1,103.87	1,103.87
07/01/2015	86959	VERIZON WIRELESS	2317	05/09/2015-06/08/2015	9746965511		11/2015		1,472.62	1,472.62
101-5010-431.30-02		06/08/2015							25.76	25.76
101-6020-452.27-01		06/08/2015							25.18	25.18
101-5020-432.27-05		06/08/2015							667.67	667.67
101-3040-424.27-05		06/08/2015							49.02	49.02
101-3020-422.27-05		06/08/2015							159.05	159.05
101-3030-423.27-05		06/08/2015							276.33	276.33
101-3070-427.27-05		06/08/2015							76.04	76.04

CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	TRN AMOUNT	CHECK AMOUNT
503-1923-419.27-05			06/08/2015		05/09/2015-06/08/2015	9746965511		11/2015		182.93	
503-1923-419.27-05			06/08/2015		05/09/2015-06/08/2015	9746965511		11/2015		10.64	
07/01/2015	86960	WAXIE SANITARY SUPPLY		802						1,352.79	
101-6040-454.30-02			06/11/2015		JANITORIAL SUPPLIES	75325406	150011	12/2015		418.81	
101-6040-454.30-02			06/16/2015		JANITORIAL SUPPLIES	75333523	150011	12/2015		933.98	
07/06/2015	86961	ROBERTA OTERO		1						245.00	
101-0000-371.83-02			06/30/2015		DH DONATION RAFFLE WINNER	06-30-2015		12/2015		245.00	
07/09/2015	86962	BAY CITY ELECTRIC WORKS		369						6,947.28	
101-1910-419.21-04			05/31/2015		GENERATOR ENCLOSURE ROOF	W142525	150783	11/2015		6,947.28	
07/09/2015	86963	BILL HOWE PLUMBING, HEATING &		2564						35,309.91	
101-3020-422.21-04			05/13/2015		WATER HEATER/PUMPS/LINES	10724735	150779	11/2015		14,712.48	
101-3020-422.21-04			05/13/2015		VENTING/WASHER/DRYER SVCS	10724749	150779	11/2015		20,597.43	
07/09/2015	86964	CHULA VISTA ANIMAL CARE FACILI		2599						1,370.74	
101-3050-425.20-06			06/17/2015		APR/MAY 2015 OT/CALLBACK	06-17-2015	150214	12/2015		1,370.74	
07/09/2015	86965	EAGLE NEWSPAPER		1204						746.00	
101-1230-413.28-11			05/13/2015		MAY 2015 DISPLAY ADS	88719	150017	11/2015		746.00	
07/09/2015	86966	ENVIRONMENTAL SYSTEMS RESEARCH		1413						1,250.00	
503-1923-419.20-25			06/18/2015		GIS LICENSE	92993420	150760	12/2015		1,250.00	
07/09/2015	86967	FIDELITY SECURITY LIFE INSURAN		2476						284.95	
101-0000-209.01-18			07/02/2015		PR AP PPE 6/25/15 VOID	20150702		01/2016		4.21	
101-0000-209.01-18			07/02/2015		PR AP PPE 6/25/15 MANUAL	20150702		01/2016		4.21	
101-0000-209.01-18			07/07/2015		PE 7/9/15 JULY 2015 VISIO	5553943		01/2016		142.48	
101-0000-209.01-18			07/07/2015		PE 7/2/15 JULY 2015	5553943		01/2016		142.47	
07/09/2015	86968	GO-STAFF, INC.		2031						2,074.05	
101-1210-413.21-01			06/23/2015		W/E 06/21/15 FERGUSON,N	145215	150072	12/2015		989.25	
601-5060-436.21-01			06/23/2015		W/E 06/21/15 GADAGA,C	145216	150279	12/2015		1,084.80	
07/09/2015	86969	GOTHAM Poured RUBBER CORPORATI		2582						801.90	
101-6020-452.21-04			06/24/2015		RUBBER PELLETS, GLUE	1079	F15202	12/2015		801.90	
07/09/2015	86970	INTERNATIONAL CODE COUNCIL INC		613						135.00	
101-3040-424.28-12			06/02/2015		HOLDEN, J MEMBERSHIP DUES	3053831	150781	12/2015		135.00	
07/09/2015	86971	JACQUELINE SUE STENZEL		2491						160.00	
101-6030-453.20-06			06/26/2015		JUN 2015	24	150228	12/2015		160.00	
07/09/2015	86972	KOA CORPORATION		611						9,898.79	
101-5010-531.20-06			05/31/2015		MAY 2015 13TH ST BIKEWAY	JB32017X13	150553	11/2015		8,908.91	
201-5000-532.20-06			05/31/2015		MAY 2015 13TH ST BIKEWAY	JB32017X13	150553	11/2015		989.88	
07/09/2015	86973	MASON'S SAW & LAWNMOWER		923						887.60	
101-6020-452.30-22			06/25/2015		BLOWER/CHAIN SAW	379736	150024	12/2015		887.60	

A/P CHECKS BY PERIOD AND YEAR
FROM 06/26/2015 TO 07/23/2015

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CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	ACCOUNT #	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	TRN AMOUNT	CHECK AMOUNT
01-5060	436.30-02	04/30/2015	04/30/2015		LAYFLAT HOSE	307086	150735	11/2015		594.81	
01-1921	419.29-04	04/23/2015	04/23/2015		CITY VEHICLE CAR WASH	081214	150739	11/2015		12.99	
01-5020	432.30-01	04/21/2015	04/21/2015		CR-RTND SIGN	4883021-00	150749	11/2015		22.95	
01-1921	419.28-01	04/27/2015	04/27/2015		PUMPER -CHECK ENGINE SVC	475630	150749	11/2015		2,771.88	
01-5020	432.30-01	04/29/2015	04/29/2015		PW OFFICE SIGN	1450873	150749	11/2015		500.58	
01-5060	436.30-02	05/01/2015	05/01/2015		FIBERGLASS COVER	52111	150735	11/2015		1.25	
01-5020	432.28-04	05/07/2015	05/07/2015		LEVIEEN,H MTG TRAVEL	061138	150739	11/2015		1.25	
01-5020	432.28-04	05/07/2015	05/07/2015		LEVIEEN,H MTG TRAVEL	070390	150739	11/2015		2.00	
01-5020	432.28-04	05/14/2015	05/14/2015		LEVIEEN,H MTG PARKING FEE	71587	150739	11/2015		46.59	
01-5060	436.30-02	05/12/2015	05/12/2015		PUMP ROOM LIGHTING	094316/2100065	150743	11/2015		81.43	
01-5020	432.30-01	05/07/2015	05/07/2015		CR- RTND PW SIGN	611169	150749	11/2015		2,437.29	
01-1910	419.30-02	05/12/2015	05/12/2015		OUTFIT NEW TRUCKS	15533	150749	11/2015		76.22	
01-1910	419.30-02	05/20/2015	05/20/2015		WATERPROOF BOOT COVERS	67682063	150749	11/2015		7.56	
01-3020	422.30-22	04/21/2015	04/21/2015		CR-REFUND PARTIAL DEP	611903-8	150736	11/2015		43.39	
01-5000	532.20-06	04/27/2015	04/27/2015		CR-REFUND PARTIAL DEPOSIT	127904554-001	150736	11/2015		129.68	
01-5000	532.20-06	04/27/2015	04/27/2015		CONCRETE BATCH PLANT MIX/	127904554-001	150736	11/2015		56.62	
01-5010	431.30-02	04/30/2015	04/30/2015		CONCRETE MIX/DEPOSIT	128012762-001	150736	11/2015		11.43	
01-5010	431.30-02	04/30/2015	04/30/2015		CONCRETE MIX/DEPOSIT	128012762-001	150736	11/2015		150.00	
01-1910	419.30-02	04/27/2015	04/27/2015		KEYS	077769	150744	11/2015		25.79	
01-5010	431.30-02	05/05/2015	05/05/2015		SPRAY PAINT/TAPE	097792/9260416	150744	11/2015		37.75	
01-6020	452.30-02	05/08/2015	05/08/2015		20FT 2X4 LUMBER	047496/6012526	150736	11/2015		91.62	
01-6040	454.30-02	05/02/2015	05/02/2015		PIER DECKING	09-42857-3	150740	11/2015		599.20	
01-6040	454.30-02	05/02/2015	05/02/2015		PONY RAIL, PRKNG LOT REPL	19-00300646-001	150740	11/2015		107.59	
01-6040	454.30-02	05/18/2015	05/18/2015		KEMPH J-SAFETY BOOTS	542827/5580076	150740	11/2015		86.37	
01-6040	454.30-02	05/19/2015	05/19/2015		SANDING BELTS	057677/5580076	150740	11/2015		3,105.41	
01-1921	419.30-02	05/12/2015	05/12/2015		NITRILE GLOVES	9303276858	150740	11/2015		144.69	
01-6040	454.30-02	04/24/2015	04/24/2015		PAINT SUPPLIES	095508/0564118	150741	11/2015		35.11	
01-6040	454.30-02	04/29/2015	04/29/2015		HARDWD DECKNG	09-42512-4	150741	11/2015		22.87	
01-5010	431.30-02	04/21/2015	04/21/2015		SCREWS/RUBBER SEAL	051316/3563883	150745	11/2015		8.62	
01-5000	532.20-06	04/23/2015	04/23/2015		LIGHT POLE INSTALLATION	80201	150745	11/2015		34.08	
01-3020	422.28-01	05/06/2015	05/06/2015		LAUNDRY ROOM MATERIALS	013276/8012149	150726	11/2015		182.52	
01-3020	422.28-01	05/06/2015	05/06/2015		LAUNDRY ROOM MATERIALS	043401/8260497	150726	11/2015		10.52	
01-3020	422.28-01	05/09/2015	05/09/2015		EQUIPMENT RENTAL	615094-4	150726	11/2015		17.22	
01-3020	422.30-22	05/13/2015	05/13/2015		DEPOSIT WATER HEATER	CN628371	150726	11/2015		16.99	
01-6040	454.30-02	05/01/2015	05/01/2015		BREAKROOM MICROWAVE	047426/3571116	150741	11/2015		28.58	
01-6040	454.30-02	05/01/2015	05/01/2015		ROUTER BIT/MISC TOOLS	059655/3595060	150741	11/2015		9.81	
01-6040	454.30-02	05/05/2015	05/05/2015		HARDWD DECKNG	09-43245-0	150741	11/2015		3.03	
01-6040	454.30-02	05/07/2015	05/07/2015		PONY RAIL/PALM AVE PRKNG	19-00302150-001	150741	11/2015		27.83	
01-6040	454.30-02	05/15/2015	05/15/2015		WOOD FILLER/PLAZA	070195/9584907	150741	11/2015		97.85	
01-1910	419.30-02	05/16/2015	05/16/2015		PAINT SUPPLIES	024092/8571936	150741	11/2015		25.11	
01-1910	419.30-02	04/21/2015	04/21/2015		SKILSAW	046827/3583261	150738	11/2015		182.52	
01-6020	452.30-02	04/27/2015	04/27/2015		CONCRETE BAG	083917/7010752	150738	11/2015		10.52	
01-1910	419.30-02	04/28/2015	04/28/2015		SHELF HOOKS	033564/6583667	150738	11/2015		17.22	
01-1910	419.30-02	04/29/2015	04/29/2015		R/R EXHAUST HOOD/SUPPLIES	001465/5564424	150738	11/2015		16.99	
01-1910	419.30-02	04/29/2015	04/29/2015		R/R EXHAUST DUCT/HOOD	025210/5564401	150738	11/2015		28.58	
01-1910	419.30-02	04/29/2015	04/29/2015		2X4 DESK FRAME	047403/5042208	150738	11/2015		9.81	
01-1910	419.30-02	04/29/2015	04/29/2015		2X4 DESK FRAME	095791/5011161	150738	11/2015		3.03	
01-6040	454.30-02	04/16/2015	04/16/2015		HOG RING PLIERS	112-5948955-438	150742	11/2015		27.83	
01-6040	454.30-02	04/28/2015	04/28/2015		NITRILE GLOVES	1200836705	150742	11/2015		97.85	
01-6040	454.30-02	04/29/2015	04/29/2015		DOOR KEYS	024342	150742	11/2015		25.11	

PREPARED 07/27/2015, 8:27:47
PROGRAM: GM3SOL
CITY OF IMPERIAL BEACH

FROM 06/26/2015 TO 07/23/2015

BANK CODE

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CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	TRN #	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
101-6040	454-30-02		04/29/2015	150742	SCREWS	22607	150742	11/2015	2.97	
101-6040	454-30-02		04/29/2015	150742	BASKETBALL NETS	3618	150742	11/2015	12.94	
101-1910	419-30-02		05/04/2015	150738	PAINT SUPPLIES	094278/0011868	150738	11/2015	31.06	
101-1910	419-30-02		05/05/2015	150738	WINDOW-SENIOR CENTER	NC26397	150738	11/2015	189.67	
101-6040	454-30-02		05/05/2015	150742	BROOMS/DUST PANS/LITEBULB	015815/9564760	150742	11/2015	103.25	
101-6040	454-30-02		05/14/2015	150742	LATEX GLOVES/SQUEEGEE	1484218	150742	11/2015	351.66	
101-6040	454-30-02		05/15/2015	150742	GLOVES/KEY HOLDER/NOZZLE	030372/9590589	150742	11/2015	31.80	
101-1010	411-29-04		04/27/2015	150721	PROMOTIONAL SURF WAX	04-27-2015	150721	11/2015	181.44	
101-1010	411-29-04		04/29/2015	150721	BROCHURE RACK	10500920	150721	11/2015	253.80	
101-1110	412-28-04		04/30/2015	150721	VEA, E WORKING LUNCH	031959	150721	11/2015	18.63	
101-1010	411-28-04		04/22/2015	150724	DEDINA, S TRANSPORTATION	2190002	150724	11/2015	31.50	
101-1010	411-28-04		04/22/2015	150724	DEDINA, S MTG LODGING	28319025	150724	11/2015	923.82	
101-1110	412-29-04		05/06/2015	150721	CITY MANAGER CHAIR	116-7481032-062	150721	11/2015	164.15	
101-1010	411-29-04		05/13/2015	150721	05/13/15 COUNCIL DINNER	016016	150721	11/2015	27.00	
101-1010	411-29-04		05/14/2015	150721	RE PRINT ARTWARE	15358	150721	11/2015	50.00	
101-1010	411-28-04		05/15/2015	150721	BROCHURE RACK	605067-IMP002	150721	11/2015	253.94	
101-1010	411-28-04		05/04/2015	150724	DEDINA, S LUNCH MTG	05-04-2015	150724	11/2015	26.58	
101-1010	411-28-04		05/04/2015	150724	DEDINA, S	05-04-2015	150724	11/2015	9.92	
101-1010	411-28-04		05/18/2015	150724	DEDINA, S CONF TRANSPORTAT	FZQLNJ	150724	11/2015	151.89	
101-1010	411-28-04		05/18/2015	150724	DEDINA, M CONF LODGING	18110	150724	11/2015	81.76	
101-1010	411-28-04		05/19/2015	150724	DEDINA, S PRKNG FEE	083094	150724	11/2015	32.00	
101-1010	411-28-04		05/19/2015	150724	DEDINA, S CONF LODGING	19110	150724	11/2015	27.40	
101-1110	412-28-04		04/17/2015	150721	VEA, E LUNCH MTG	05-19-2015	150721	11/2015	40.49	
101-1110	412-28-04		04/21/2015	150720	HALL, A PARKING FEES	057099	150720	11/2015	78.00	
101-1110	412-28-04		04/22/2015	150720	HALL, A LUGGAGE FEES	04-21-2015	150720	11/2015	25.00	
101-1110	412-28-04		04/24/2015	150720	HALL, A CONF LODGING	5470844401	150720	11/2015	1,240.08	
101-1010	411-28-04		04/28/2015	150720	HALL, A -WORKING LUNCH	04-24-2015	150720	11/2015	40.77	
101-1110	412-28-04		05/05/2015	150720	HALL, A -MAYOR'S BREAKFAST	011275	150720	11/2015	469.76	
101-1110	412-28-04		05/07/2015	150720	HALL, A WORKING LUNCH	024186	150720	11/2015	52.65	
101-1110	412-28-04		05/07/2015	150720	HALL, A WORKING DINNER	066832	150720	11/2015	89.65	
101-1110	412-28-04		05/14/2015	150720	HALL, A -WORKING LUNCH	045312	150720	11/2015	40.23	
101-1110	412-28-04		05/17/2015	150720	HALL, A CONF REFRESHMNTS	047774	150720	11/2015	10.51	
101-1110	412-28-04		05/17/2015	150720	HALL, A CONF MEALS	077675	150720	11/2015	17.59	
101-1110	412-28-04		05/17/2015	150720	HALL, A CONF BREAKFAST	2061	150720	11/2015	12.69	
101-1110	412-28-04		05/17/2015	150720	HALL, A CONF MEALS	2855	150720	11/2015	15.65	
101-1110	412-28-04		05/18/2015	150720	HALL, A CONF TRANSPORTATN	FC61JW	150720	11/2015	151.89	
101-1110	412-28-04		05/18/2015	150720	HALL, A CONF MEALS	005198	150720	11/2015	74.58	
101-1110	412-28-04		05/18/2015	150720	HALL, A CONF MEALS	050672	150720	11/2015	31.89	
101-1110	412-28-04		05/19/2015	150720	HALL, A PARKING FEES	011524	150720	11/2015	60.00	
101-1110	412-28-04		05/19/2015	150720	HALL, A CONF MEALS	05-19-2015	150720	11/2015	13.70	
101-1110	412-28-04		05/19/2015	150720	HALL, A CONF FUEL	060792	150720	11/2015	10.25	
101-1110	412-28-04		05/19/2015	150720	HALL, A CONF MEALS	1-101857	150720	11/2015	36.35	
101-1010	411-29-04		05/19/2015	150720	ULI MEMBERSHIP	1862366	150720	11/2015	175.00	
101-1110	412-28-12		05/19/2015	150720	ULI MEMBERSHIP	1862366	150720	11/2015	175.00	
101-1230	413-20-06		05/19/2015	150720	ULI MEMBERSHIP	1862366	150720	11/2015	175.00	
101-1110	412-28-04		05/19/2015	150720	HALL, A CONF PRKNG FEES	24364	150720	11/2015	1.00	
101-1110	412-28-04		05/19/2015	150720	HALL, A CONF TRANSPORTATN	5845971564	150720	11/2015	268.98	
101-1110	412-28-04		05/19/2015	150720	HALL, A CONF LODGING	749119986	150720	11/2015	94.08	
101-1110	412-28-04		05/19/2015	150720	HALL, A CONF LODGING	749119986	150720	11/2015	142.06	
101-1010	411-28-04		02/06/2015	150725	02/04/15 COUNCIL DINNER	10687	150725	11/2015	94.77	

CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	CHECK AMOUNT
101-1010-411-28-04	03/03/2015	03/04/15 COUNCIL DINNER	10760		150725	11/2015			85.86
101-1010-411-29-04	04/14/2015	TIME STAMP REPAIR	SRV083438		150725	11/2015			49.38
101-1020-411-30-01	04/14/2015	TIME STAMP REPAIR	SRV083438		150725	11/2015			49.38
101-1110-412-29-04	04/14/2015	TIME STAMP REPAIR	SRV083438		150725	11/2015			49.38
101-1130-412-30-02	04/14/2015	TIME STAMP REPAIR	SRV083438		150725	11/2015			49.36
101-1010-411-29-04	04/21/2015	FOAM BOARD DISPLAY	931		150725	11/2015			76.96
101-1130-412-30-02	04/21/2015	HR OFFICE SUPPLIES	932		150725	11/2015			52.35
101-1130-412-28-04	04/24/2015	MORENO,N REGISTRATION FEE	4907-8378-8993-		150725	11/2015			55.00
101-1130-412-28-04	04/29/2015	MORENO,N CONF MEALS	024552		150725	11/2015			10.69
101-1130-412-28-04	04/29/2015	MORENO,N CONF MEALS	080395		150725	11/2015			7.12
101-1130-412-28-04	04/29/2015	MORENO,N CONF MEALS	081813		150725	11/2015			16.40
101-1130-412-28-04	04/30/2015	MORENO,N CONF MEALS	057683		150725	11/2015			15.12
101-1130-412-28-04	05/01/2015	MORENO,N CONF LODGING/REM	12582		150725	11/2015			417.84
101-1230-413-28-04	05/01/2015	MORENO,N CONF MEALS	2736		150725	11/2015			10.71
101-1010-411-28-04	05/05/2015	INTERVIEW PANEL LUNCH	071654		150725	11/2015			68.10
101-1010-411-28-04	05/06/2015	EMPL RECOGNITION DINNER	11047		150725	11/2015			128.79
101-1130-412-28-02	05/14/2015	EMPL RECOGNITION DECOR	00068008		150725	11/2015			6.19
101-1130-412-28-04	05/19/2015	INTERVIEW PANEL LUNCH	020987		150725	11/2015			11.82
101-5020-432-28-04	05/19/2015	INTERVIEW PANEL LUNCH	020987		150725	11/2015			43.89
101-3020-422-28-04	05/20/2015	INTERVIEW PANEL REFRESHM	00040058		150725	11/2015			20.99
101-3020-422-28-04	05/21/2015	INTERVIEW PANEL LUNCH	447155		150725	11/2015			58.33
101-3020-422-28-04	05/21/2015	INTERVIEW PANEL COFFEE/WA	726750		150725	11/2015			24.95
101-0000-209-01-03	05/04/2015	EMPL COMP LOAN	W424646386		150725	11/2015			856.92
101-0000-209-01-03	05/04/2015	EMPL COMP LOAN	W424646386		150725	11/2015			107.95
101-3020-422-20-06	03/09/2015	DESTRUCTION INVOICE	PSI-39530		150728	11/2015			125.00
101-3020-422-30-02	04/29/2015	STATION SUPPLIES	034549		150728	11/2015			182.60
101-3020-422-30-01	04/30/2015	LUMBER-LAUNDRY ROOM	021482/4021003		150728	11/2015			90.00
101-3030-423-28-01	04/30/2015	BEACH WARNING FLAGS	76911		150727	11/2015			7.00
101-3020-422-28-01	05/14/2015	CPR CERT CARD	001419771		150731	11/2015			70.17
101-3020-422-28-01	05/14/2015	BULLET CHAIN REPAIR/SHARP	051415-7		150727	11/2015			64.71
101-3020-422-30-02	05/14/2015	DRYWALL MATERIAL	082770/0022815		150727	11/2015			33.99
101-3020-422-30-02	05/15/2015	CERVICAL COLLAR BAG	3668		150727	11/2015			6.99
101-3020-422-28-09	05/15/2015	EXTRICATION DEVICE/SPLINT	1738707		150728	11/2015			57.53
101-3020-422-28-01	05/05/2015	POSTAGE FOR CHAIN REPAIR	021939		150728	11/2015			225.95
101-3020-422-28-01	05/05/2015	DECKSCREW/2X4S	053476/9012033		150728	11/2015			36.58-
101-3020-422-28-01	05/05/2015	LADDER/SHEETING/MISC	067277/9021572		150728	11/2015			19.38-
101-3020-422-28-01	05/06/2015	CR RETURNED SCREWS	9230673		150728	11/2015			100.00
101-3030-423-28-04	05/01/2015	CR-RTND 2X4S	8230703		150729	11/2015			37.17
101-3030-423-30-02	05/01/2015	11/16/14 BLS CRD PROCESSI	CCAC111614		150730	11/2015			60.87
101-3030-423-30-02	05/15/2015	DIVE TANK SUPPLIES	330527		150730	11/2015			187.77
101-3030-423-28-01	05/15/2015	DIVE TANK INSPECTIONS	51821		150730	11/2015			1,072.84
101-3035-423-30-02	05/27/2015	UNIFORM PATCHES	616856		150733	11/2015			48.94
101-3030-423-30-02	06/05/2014	AED TRAINERS-OVERCHG	6233656951		150732	11/2015			156.52
101-3030-423-30-02	04/22/2015	HANDS FREE REMOTE CONTROL	002-7837556-391		150732	11/2015			73.20
101-3030-423-25-03	04/23/2015	WETSUIT UNIFORM	529555909		150732	11/2015			6.49
101-3030-423-28-04	04/26/2015	CPR MANUALS	529555909		150732	11/2015			308.22
101-3030-423-28-01	04/27/2015	COMMAND VEHICLE WASH	069054		150732	11/2015			11.56
101-3030-423-28-01	04/27/2015	DIVE EQUIPMENT MAINTENANC	51574		150732	11/2015			154.42
101-3030-423-30-02	04/28/2015	SPARE KEYS	026202		150732	11/2015			
101-3030-423-30-02	04/28/2015	BATTERIES/REPLACEMENT BAT	0764659/6570934		150732	11/2015			

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ACCOUNT #	CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	CHECK AMOUNT
101-3030-423.30-02	04/28/2015		SUNSCREEN			1575	150732	11/2015		205.00
101-3030-423.30-02	05/04/2015		BEACH WARNING FLAGS			76987	150732	11/2015		341.06
101-3030-423.28-01	05/05/2015		EQUIPMENT MAINTENANCE			51680	150732	11/2015		11.50
101-3030-423.30-02	05/07/2015		HOSE/RACKS REPLACEMENTS			082116/7200635	150732	11/2015		157.40
101-3030-423.28-01	05/07/2015		REPAIR WARNING REINFORCEM			429894	150732	11/2015		150.00
101-3030-423.30-02	05/13/2015		COMPUTER SPEAKER			002-8942495-140	150732	11/2015		39.20
101-3030-423.30-02	05/13/2015		SAFETY CENTER KITCHENWARE			014987	150732	11/2015		98.71
101-3030-423.30-02	05/20/2015		PIER FLAGS			77304	150732	11/2015		237.36
07/09/2015	86997		COURT-ORDERED DEBT COLLECTIONS	2651		20150702		01/2016		52.32
101-0000-209.01-07	07/02/2015		PR AP PPE	6/25/15						52.32
07/17/2015	86998		AFFORDABLE PIPELINE SERVICES	1903		6852	150710	12/2015		4,080.00
101-5010-431.21-04	07/01/2015		CCTV INSPECTION PROJ			6852	150710	12/2015		3,000.00
101-5050-435.21-04	07/01/2015		CCTV INSPECTION PROJ							1,080.00
07/17/2015	86999		AT&T	2430						2,900.30
503-1923-419.27-04	06/20/2015		3372571583448			6726870		11/2015		364.80
503-1923-419.27-04	06/20/2015		3393431504727			6725293		11/2015		162.14
503-1923-419.27-04	06/20/2015		3393439371447			6727941		11/2015		182.73
503-1923-419.27-04	06/20/2015		3393442323406			6728248		11/2015		182.73
101-1210-413.27-04	06/17/2015		6194235034			6716631		11/2015		17.87
101-3020-422.27-04	06/17/2015		6194237246664			6715867		11/2015		.70
101-5020-432.27-04	06/15/2015		6194238311966			6711024		11/2015		4.72
101-3030-423.27-04	06/15/2015		6194238322966			6711025		11/2015		6.42
503-1923-419.27-04	06/11/2015		6194243481712			6683112		11/2015		17.38
101-1230-413.27-04	06/17/2015		6196281356950			6715870		11/2015		12.60
101-1920-419.27-04	06/17/2015		6196282018442			6711016		11/2015		.10
601-5060-436.27-04	06/15/2015		C602221236777			6715876		11/2015		18.86
101-1920-419.27-04	06/15/2015		C602224829777			6712074		11/2015		107.56
101-1110-412.27-04	06/15/2015		C602224831777			6712076		11/2015		137.84
101-1020-411.27-04	06/15/2015		C602224832777			6712077		11/2015		62.48
101-1230-413.27-04	06/15/2015		C602224833777			6712078		11/2015		447.66
101-1130-412.27-04	06/15/2015		C602224834777			6712079		11/2015		47.68
101-1210-413.27-04	06/15/2015		C602224835777			6712080		11/2015		211.61
101-6030-453.27-04	06/15/2015		C602224836777			6712081		11/2015		79.57
101-6010-451.27-04	06/15/2015		C602224837777			6712082		11/2015		32
101-3020-422.27-04	06/15/2015		C602224838777			6712083		11/2015		310.52
101-3030-423.27-04	06/15/2015		C602224839777			6712084		11/2015		219.01
101-5020-432.27-04	06/15/2015		C602224840777			6712085		11/2015		305.00
07/17/2015	87001		CALIFORNIA AMERICAN WATER	612						12,593.08
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101-5010-431.27-02	06/04/2015		1015-210019279782	MAY 15		06-26-2015		11/2015		18.24
101-5010-431.27-02	06/04/2015		1015-210019357057	MAY 15		06-26-2015		11/2015		18.24
101-5010-431.27-02	06/04/2015		1015-210019481684	MAY 15		06-26-2015		11/2015		18.24
101-6040-454.27-02	06/03/2015		1015-210019027905	MAY 15		06-25-2015		11/2015		275.75
101-5010-431.27-02	06/05/2015		1015-210018811916	MAY 15		06-29-2015		11/2015		36.46
101-1910-419.27-02	06/05/2015		1015-210020154739	MAY 15		06-29-2015		11/2015		29.68

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06/04/2015	101-5010-431-27-02		06/04/2015		1015-210019360534	MAY 15		11/2015			18.24	18.24
06/03/2015	101-5010-431-27-02		06/03/2015		1015-210019278093	MAY 15		11/2015			29.68	29.68
06/03/2015	101-3030-423-27-02		06/03/2015		1015-210019276868	MAY 15		11/2015			105.12	105.12
06/05/2015	101-3030-423-27-02		06/05/2015		1015-210020153385	MAY 15		11/2015			29.53	29.53
06/16/2015	101-5010-431-27-02		06/16/2015		1015-210019531626	MAY 15		11/2015			779.67	779.67
06/16/2015	101-6020-452-27-02		06/16/2015		1015-210019176333	MAY 15		11/2015			7.30	7.30
06/15/2015	601-5060-436-27-02		06/15/2015		1015-210019401916	MAY 15		11/2015			7.30	7.30
06/16/2015	101-5010-431-27-02		06/16/2015		1015-210019535857	MAY 15		11/2015			7.30	7.30
06/10/2015	101-5010-431-27-02		06/10/2015		1015-210019748080	MAY 15		11/2015			7.30	7.30
06/08/2015	101-5010-431-27-02		06/08/2015		1015-210019179080	MAY 15		11/2015			470.22	470.22
06/09/2015	101-6020-452-27-02		06/09/2015		1015-210019748332	MAY 15		11/2015			18.74	18.74
06/09/2015	101-6020-452-27-02		06/09/2015		1015-210019749625	MAY 15		11/2015			13.02	13.02
06/09/2015	101-6020-452-27-02		06/09/2015		1015-210019749687	MAY 15		11/2015			24.46	24.46
06/11/2015	101-6010-451-27-02		06/11/2015		1015-210021068367	MAY 15		11/2015			2,370.89	2,370.89
06/11/2015	101-5010-431-27-02		06/11/2015		1015-210021068541	MAY 15		11/2015			247.14	247.14
06/11/2015	101-6010-451-27-02		06/11/2015		1015-210021068268	MAY 15		11/2015			69.79	69.79
06/08/2015	101-5020-432-27-02		06/08/2015		1015-210019058534	MAY 15		11/2015			259.60	259.60
06/09/2015	101-6020-452-27-02		06/09/2015		1015-210019176128	MAY 15		11/2015			7.30	7.30
06/08/2015	101-6020-452-27-02		06/08/2015		1015-210019176067	MAY 15		11/2015			298.64	298.64
06/11/2015	101-6020-452-27-02		06/11/2015		1015-210020167159	MAY 15		11/2015			70.22	70.22
06/12/2015	101-5010-431-27-02		06/12/2015		1015-210019178568	MAY 15		11/2015			150.33	150.33
06/12/2015	101-5010-431-27-02		06/12/2015		1015-210020731235	MAY 15		11/2015			7.30	7.30
06/10/2015	101-6020-452-27-02		06/10/2015		1015-210020440898	MAY 15		11/2015			435.95	435.95
06/12/2015	101-6020-432-27-02		06/12/2015		1015-210020277854	MAY 15		11/2015			52.56	52.56
06/17/2015	303-1250-413-29-04		06/17/2015		1015-210021114451	MAY 15		11/2015			18.24	18.24
06/09/2015	601-5060-436-27-02		06/09/2015		1015-210018820255	MAY 15		11/2015			7.30	7.30
06/12/2015	101-1910-419-27-02		06/12/2015		1015-210019335347	MAY 15		11/2015			1,534.45	1,534.45
06/12/2015	101-6020-452-27-02		06/12/2015		1015-210019335484	MAY 15		11/2015			116.69	116.69
06/15/2015	101-6020-452-27-02		06/15/2015		1015-210019335248	MAY 15		11/2015			1,060.58	1,060.58
06/12/2015	101-6020-452-27-02		06/12/2015		1015-210021082448	MAY 15		11/2015			23.96	23.96
06/12/2015	101-6020-452-27-02		06/12/2015		1015-210019335682	MAY 15		11/2015			144.17	144.17
06/15/2015	101-5010-431-27-02		06/15/2015		1015-210019335774	MAY 15		11/2015			7.30	7.30
06/15/2015	101-5010-431-27-02		06/15/2015		1015-210019334948	MAY 15		11/2015			7.30	7.30
06/15/2015	101-6020-452-27-02		06/15/2015		1015-210019335835	MAY 15		11/2015			7.30	7.30
06/16/2015	101-5010-431-27-02		06/16/2015		1015-210019746893	MAY 15		11/2015			212.76	212.76
06/05/2015	601-5060-436-27-02		06/05/2015		1015-210019531534	MAY 15		11/2015			7.30	7.30
07/02/2015	101-5010-431-27-02		07/02/2015		1015-210019512885	MAY 15		11/2015			219.52	219.52
07/02/2015	101-5010-431-27-02		07/02/2015		1015-210019360534	JUN 15		11/2015			31.27	31.27
07/02/2015	101-5010-431-27-02		07/02/2015		1015-210019278093	JUN 15		11/2015			48.44	48.44
07/02/2015	101-5010-431-27-02		07/02/2015		1015-210019276868	JUN 15		11/2015			158.20	158.20
07/02/2015	101-5010-431-27-02		07/02/2015		1015-210019600799	JUN 15		11/2015			414.61	414.61
07/07/2015	601-5060-436-27-02		07/07/2015		1015-210019512885	JUN 15		11/2015			187.41	187.41
07/02/2015	101-5010-431-27-02		07/02/2015		1015-210019482014	JUN 15		12/2015			111.43	111.43
07/02/2015	101-5010-431-27-02		07/02/2015		1015-210019278895	JUN 15		12/2015			25.55	25.55
07/06/2015	101-5010-431-27-02		07/06/2015		1015-210019279782	JUN 15		12/2015			19.83	19.83
07/08/2015	101-5010-431-27-02		07/08/2015		1015-210019179080	JUN 15		12/2015			340.22	340.22
07/02/2015	101-5010-431-27-02		07/02/2015		1015-210019357057	JUN 15		12/2015			25.55	25.55
07/02/2015	101-5010-431-27-02		07/02/2015		1015-210019481684	JUN 15		12/2015			25.55	25.55

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101-5010-431-27-02			07/07/2015	1015-210018811916	JUN 15		07-29-2015			38.06
101-6020-452-27-02			07/08/2015	1015-210019176067	JUN 15		07-30-2015			351.72
101-6020-452-27-02			07/10/2015	1015-210020440898	JUN 15		08-03-2015			471.87
601-5060-436-27-02			07/08/2015	1015-210018820255	JUN 15		07-30-2015			14.61
101-5010-431-27-02			07/06/2015	1015-210019359015	JUN 15		07-28-2015			19.83
07/17/2015	87002	PROJECT DESIGN CONSULTANT		MAY 2015		140823	11/2015			5,391.36
401-1230-413-20-06			07/13/2015							5,391.36
07/17/2015	87003	SDGE		289						6,785.59
101-5010-431-27-01			07/06/2015	0646 753	06/01-06/30		07-21-2015			7.81
101-5010-431-27-01			07/02/2015	1694 230	06/01-06/30		07-17-2015			14.88
101-5010-431-27-01			06/30/2015	1912 409	05/28-06/26		07-15-2015			7.81
101-6010-451-27-01			07/06/2015	2081 689	06/02-07/01		07-21-2015			603.88
101-5010-431-27-01			07/02/2015	3062 843	06/01-06/30		07-17-2015			11.32
101-5010-431-27-01			07/02/2015	3448 930	06/01-06/30		07-17-2015			7.55
101-5010-431-27-01			07/02/2015	5153 272	06/01-06/30		07-17-2015			11.18
101-5010-431-27-01			06/30/2015	5280 340	05/28-06/26		07-15-2015			77.02
101-5010-431-27-01			06/30/2015	5576 188	05/28-06/26		07-15-2015			7.55
601-5060-436-27-01			07/01/2015	8773 823	05/31-06/29		07-16-2015			7.55
101-5010-431-27-01			07/02/2015	9476 001	06/01-06/30		07-17-2015			1,203.31
101-5010-431-27-01			07/06/2015	0175 275	06/02-07/01		07-21-2015			578.54
101-5010-431-27-01			07/06/2015	0824 329	06/02-07/01		07-21-2015			358.78
101-6020-452-27-01			07/06/2015	2081 689	06/02-07/01		07-21-2015			248.09
101-6020-452-27-01			07/06/2015	2081 689	06/02-07/01		07-21-2015			206.44
101-6010-451-27-01			07/06/2015	2081 689	06/02-07/01		07-21-2015			12.41
101-6020-452-27-01			07/06/2015	2083 847	06/02-07/01		07-21-2015			81.67
101-5010-431-27-01			07/01/2015	2741 969	05/31-06/30		07-16-2015			175.37
215-6026-452-27-01			07/01/2015	2819 871	05/31-06/30		07-16-2015			2,108.65
101-6010-451-27-01			07/06/2015	3206 700	06/02-07/01		07-21-2015			68.21
101-6020-452-27-01			07/06/2015	5456 692	06/02-07/01		07-21-2015			33.33
101-6020-452-27-01			07/06/2015	6921 003	06/02-07/01		07-21-2015			415.11
101-5010-431-27-01			07/06/2015	7706 795	06/02-07/01		07-21-2015			10.52
101-6020-452-27-01			07/06/2015	9327 898	06/02-07/01		07-21-2015			403.46
101-6010-451-27-01			07/06/2015	9956 693	06/02-07/01		07-21-2015			132.70
07/17/2015	87004	ACACIA LANDSCAPE, CO.		MAY 2015		150173	11/2015			2,975.00
101-6020-452-21-04			06/30/2015							2,975.00
07/17/2015	87005	ACE UNIFORMS & ACCESSORIES INC		1571						522.68
101-3020-422-30-02			06/30/2015	UNIFORM SHIRTS/PANTS		150070	12/2015			522.68
07/17/2015	87006	ADAM WRAUGHT		2357						54.00
101-3030-423-28-04			06/29/2015	REIMBURSE EMT RE-CERT FEE						54.00
07/17/2015	87007	AGRICULTURAL PEST CONTROL		JUN 2015		150096	12/2015			95.00
101-6020-452-21-04			06/23/2015							95.00
07/17/2015	87008	SOUTHCOAST HEATING & A/C		1554						219.00
101-1910-419-21-04			06/29/2015	A/C REPAIR/MAINT		150110	12/2015			219.00

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07/17/2015	87025	FOUR GRANGER, LLC	04/28/2015	REIMBURSE SYMPOSIUM REG	04-28-2015		12/2015	350.00
07/17/2015	87026	GO-STAFF, INC.	06/05/2015	REIMBURSE TRANSPORTATION	HL2A8C		12/2015	496.00
07/17/2015	87027	HANSON AGGREGATES INC.	06/11/2015	REIMBURSE TRANSPORTATION	L2169131		12/2015	15.00
07/17/2015	87028	LANCE, SOLL & LUNGHARD	06/11/2015	REIMBURSE CONF REFRESHMNT	1027		12/2015	4.70
07/17/2015	87029	MATTHEW COLLINS	06/11/2015	REIMBURSE TRANSPORTATION	06-11-2015		12/2015	39.10
07/17/2015	87030	MCDUGAL LOVE ECKIS &	06/11/2015	REIMBURSE PARKING FEES	326481		12/2015	15.00
07/17/2015	87031	NATASHA MACASKILL	06/11/2015	REIMBURSE CONF MEAL	06-11-2015		12/2015	6.50
07/17/2015	87032	NOLTE ASSOCIATES, INC.	06/02/2015	BOND REFUND 820 EMORY ST	TEP 15-19		01/2016	16,671.00
07/17/2015	87033	OLDCASTLE PRECAST, INC.	06/03/2015	W/E 06/28/15 FERGUSON,N	145580	150072	12/2015	1,679.25
07/17/2015	87034	P V HOLDING CORP	06/03/2015	W/E 06/28/15 GADAGA, C	145581	150279	12/2015	867.84
07/17/2015	87035	PAL GENERAL ENGINEERING INC.	06/03/2015	2YRDS CONCRETE	551132	150034	12/2015	346.73
07/17/2015	87036	PARTNERSHIP WITH INDUSTRY	06/03/2015	2015 AUDIT, INTERIM PROCE	15087	160095	01/2016	12,640.00
07/17/2015	87037	DELWARE ST IMPRVMENTS	06/03/2015	REIMBURSE SEMINAR FEES	610		10/2015	495.00
07/17/2015	87038	OVERPYMT PT#67027	06/03/2015	MAY 2015 962	88376		11/2015	8,227.00
07/17/2015	87039	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	REMEMBRSE UNIFORM SWIMSUIT	000318		11/2015	59.66
07/17/2015	87040	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	APR 2015 PS 4&6 REHAB	31593	150615	12/2015	28,873.55
07/17/2015	87041	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	JUN 2015 PW 4&6 REHAB	32233	150615	12/2015	18,634.83
07/17/2015	87042	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	APR 2015 REVEIW/REVISE	31724		10/2015	7,677.72
07/17/2015	87043	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	HCR425	070182491	150067	12/2015	682.56
07/17/2015	87044	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	OVERPYMT PT#67027	PT#67027		12/2015	116.00
07/17/2015	87045	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	DELWARE ST IMPRVMENTS	10186-1	160074	01/2016	31,079.49
07/17/2015	87046	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	P/E 06/15/2015	GS06316	150119	12/2015	2,501.27
07/17/2015	87047	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	P/E 06/15/2015	GS06316	150119	12/2015	374.36
07/17/2015	87048	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	P/E 06/15/2015	GS06316	150119	12/2015	499.14
07/17/2015	87049	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	P/E 06/30/2015	GS06354	150119	12/2015	376.02
07/17/2015	87050	REMEMBRSE UNIFORM SWIMSUIT	06/03/2015	P/E 06/30/2015	GS06354	150119	12/2015	376.02

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ACCOUNT #	TRN DATE								TRN AMOUNT
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101-0000-121.00-00	06/24/2015								116.00
07/17/2015	87051	US MOBILE WIRELESS COMMUNICATI	1983	F350 RADIO/EE INSTALLS	75554 REVISED	150184	12/2015		560.00
101-3020-422.28-01	06/30/2015								560.00
07/17/2015	87052	VERIZON WIRELESS	2317	EQUIP STRUCTURED CABLING	J7000025594/SW0	150509	12/2015		34,586.81
503-1923-419.50-04	06/29/2015								34,586.81
07/17/2015	87053	WAXIE SANITARY SUPPLY	802	JANITORIAL SUPPLIES	75351984	150011	12/2015		992.98
101-6020-452.28-01	06/25/2015								992.98
07/17/2015	87054	WEST COAST ARBORISTS	820	JUN 2015 TREE PURNING	106744	150075	12/2015		21,728.00
101-6020-452.21-04	06/04/2015								2,000.00
101-5010-431.21-04	06/30/2015				106759	150081	12/2015		16,832.00
101-6040-454.21-04	06/30/2015				106760	150082	12/2015		2,896.00
07/17/2015	87055	BRYAN WIDLUND	2150	REIMBURSE EMT RE-CERT	026868		01/2016		54.00
101-3030-423.28-04	07/02/2015								54.00
07/23/2015	87056	ALLIANT INSURANCE SERVICES, IN	1194	APR-JUN 2015 INSURANCE	06-30-2015		12/2015		646.00
101-0000-221.01-04	06/30/2015								646.00
07/23/2015	87057	ATKINS NORTH AMERICA, INC.	2455	FEB 2015 PLAN CK SVCS	1809749		08/2015		5,300.00
402-5000-532.20-06	03/22/2015								36.38
101-0000-221.01-02	03/22/2015				1809749		08/2015		1,076.77
101-0000-221.01-02	05/30/2015				1814638		10/2015		1,065.00
101-0000-221.01-02	05/30/2015				1814638		11/2015		180.00
101-0000-221.01-02	06/16/2015				1815587		11/2015		228.75
101-0000-221.01-02	06/16/2015				1815587		11/2015		786.20
101-0000-221.01-02	06/16/2015				1815587		11/2015		155.00
402-5000-532.20-06	07/15/2015				1817681		12/2015		2,097.76
07/23/2015	87058	BAY CITY ELECTRIC WORKS	369	JUL 2015 #148 GEN MAINT	WI44331	160073	01/2016		750.00
101-5060-436.21-04	07/08/2015								400.00
101-5060-436.21-04	07/08/2015				WI44354	160073	01/2016		350.00
07/23/2015	87059	CALIFORNIA COMMERCIAL ASPHALT	590	4 TONS ASPHALT	152442	150031	12/2015		324.81
101-5010-431.30-02	06/29/2015								324.81
07/23/2015	87060	CALIFORNIA AMERICAN WATER	612	1015-210019748080 JUN 15	07-31-2015		12/2015		5,827.58
101-6020-452.27-02	07/09/2015								14.61
101-6020-452.27-02	07/09/2015				07-31-2015		12/2015		26.06
101-6020-452.27-02	07/09/2015				07-31-2015		12/2015		14.61
101-6020-452.27-02	07/09/2015				07-31-2015		12/2015		26.06
101-6010-451.27-02	07/13/2015				08-04-2015		12/2015		2,664.26
101-5010-431.27-02	07/13/2015				08-04-2015		12/2015		71.38
101-6010-451.27-02	07/13/2015				08-04-2015		12/2015		71.38

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07/23/2015	87061	CA BUILDING STANDARDS	07/15/2015	COMMISSI 2127	06-30-2015		12/2015		182.70	182.70
07/23/2015	87062	CALIFORNIA DENTAL	07/21/2015	AUG 2015 DENTAL PREMIUM	AUG 2015		02/2016		833.20	833.20
07/23/2015	87063	CONCEPT ONE HOMES INC	07/15/2015	REFND BUS LIC/PLUMBING SD	CR 240		01/2016		126.00	126.00
07/23/2015	87064	COUNTY OF SAN DIEGO RCS	07/01/2015	JUN 2015	15CTOFIBN12	150411	12/2015		3,836.00	3,836.00
07/23/2015	87065	COUNTY RECORDER	07/20/2015	NOE - 951 SEACOAST DR	MF 1149		01/2016		50.00	50.00
07/23/2015	87066	CSAC EXCESS INSURANCE AUTHORITY	07/01/2015	15/16 EXCESS W/C PROGRAM	16100071	160077	01/2016		73,441.00	73,441.00
07/23/2015	87067	DEPT. OF CONSERVATION	07/15/2015	APR-JUN 2015 SMIPS FEES	06-30-2015		12/2015		143.18	143.18
07/23/2015	87068	DIVISION OF THE STATE ARCHITEC	06/30/2015	APR-JUN 2015 FEES COLLECTD	06-30-2015		12/2015		252.90	252.90
07/23/2015	87069	EAGLE NEWSPAPER	06/03/2015	JUN 2015 LEGAL NOTICES	89121	150017	12/2015		430.00	430.00
07/23/2015	87070	FASTENAL	06/24/2015	BOLTS & ANCHORS	CACHU41913	150006	12/2015		82.18	82.18
07/23/2015	87071	GO-STAFF, INC.	07/07/2015	W/E 07/05/15 GADAGA,C	145954	160072	01/2016		1,518.72	1,518.72

ALL
 CHECK AMOUNT

PROGRAM: GW350L
CITY OF IMPERIAL BEACH

FROM 06/26/2015 TO 07/23/2015

BANK CODE

ALL

CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
601-5060-436.21-01			07/14/2015	W/E 07/12/15 GADAGA, C	146327	160072	01/2016	867.84	
601-5060-436.21-01			07/07/2015	W/E 06/30/2015 GADAGA, C	145953	150279	12/2015	216.96	
07/23/2015	87072	GRAINGER		1051 FLUORESCENT/SODIUM LAMPS	9770625300	150007	12/2015	1,772.47	
101-1910-419.30-02			06/18/2015	BALLASTS/SAFETY GLASSES	9779783100	150007	12/2015	261.05	
101-6020-452.30-02			06/30/2015	SODIUM LAMP/TWO WAY RADIO	9779783118	150007	12/2015	410.08	
101-6020-452.30-02			06/30/2015	TWO WAY RADIO, WATERPROOF	9780288172	150007	12/2015	589.53	
101-6020-452.30-02			07/15/2015	MULTIMETER/CLAMPMETER KIT	9792204720	160007	01/2016	104.29	
601-5060-436.30-22								407.52	
07/23/2015	87073	HUDSON SAFE-T LITE RENTALS		2382 ROAD CLOSED, TRAFFIC SIG	00031514	160061	01/2016	1,626.42	
101-5010-431.21-23			07/06/2015	TRAFFIC PAINT/BEADS	00031649	160061	01/2016	455.70	
101-5010-431.21-23			07/15/2015					1,170.72	
07/23/2015	87074	IAPMO		1 NOWAK, D -SEMINAR FEES	0185160-IN		12/2015	165.00	
101-3040-424.28-04			06/30/2015					165.00	
07/23/2015	87075	IPMA/ SAN DIEGO CHAPTER		402 MORENO, N/CORTEZ, E MEMBERS	FY 2015/2016	F16000	01/2016	130.00	
101-1130-412.28-12			07/01/2015					130.00	
07/23/2015	87076	JAMES BRENNAN		4 BOND REFUND 1331 HOLLY AV	TEP 15-46		01/2016	7,667.98	
101-0000-221.01-05			07/16/2015					7,667.98	
07/23/2015	87077	JOHN DEERE LANDSCAPES		1986 CLEANING/MAINTENANCE TOOL	72330499	150025	12/2015	2,190.77	
101-6020-452.30-02			06/23/2015	SPRAY HEADS/CUTOFF RISERS	72369221	150025	12/2015	609.04	
101-6020-452.30-02			06/25/2015	PRIMER/CONTROLLER/IRRIGAT	72422233	150025	12/2015	220.56	
101-6020-452.30-02			06/30/2015	SANDVIK RAZORBACK TOOL BX	71200268		12/2015	1,115.38	
101-6020-452.30-02			07/23/2015	PVC CUTTER/SPRAY HEAD	71231191		01/2016	19.03	
101-6020-452.30-02			07/23/2015	ROUNDUP HERBICIDE	71316483		01/2016	149.37	
101-1910-419.30-02			07/23/2015					77.39	
07/23/2015	87078	JONATHAN TAIYA		2 REFND 2ND BUS LICENSE FEE	CR 306		01/2016	51.00	
101-0000-321.72-10			07/15/2015					51.00	
07/23/2015	87079	KANE, BALLMER & BERKMAN		1828 JUN 2015	21426		12/2015	5,573.27	
303-1250-413.20-01			07/07/2015	JUN 2015	21429		12/2015	262.50	
303-1250-413.20-01			07/07/2015	JUN 2015	21431		12/2015	165.00	
216-1240-413.20-06			07/07/2015	JUN 2015	21432		12/2015	742.50	
303-1250-413.20-01			07/07/2015	JUN 2015	21433		12/2015	1,457.50	
303-1250-413.20-01			07/07/2015	JUN 2015	21456		12/2015	1,917.50	
303-1250-413.20-01			07/07/2015	JUN 2015	21456		12/2015	370.77	
402-5000-532.20-06			07/07/2015	JUN 2015	21430		12/2015	657.50	
07/23/2015	87080	MCDUGAL LOVE ECKIS &		962 MAY 2015	88374		11/2015	48,252.75	
502-1922-419.20-01			05/31/2015	MAY 2015	88377		11/2015	3,960.25	
502-1922-419.20-01			05/31/2015	MAY 2015	88378		11/2015	101.15	
502-1922-419.20-01			05/31/2015	MAY 2015	88379		11/2015	2,319.26	
101-1220-413.20-01			05/31/2015	MAY 2015	88381		11/2015	11,936.77	
101-1220-413.20-01			05/31/2015	MAY 2015	88381		11/2015	57.80	
502-1922-419.20-01			05/31/2015	MAY 2015	88287		11/2015	36.13	

CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	ACCOUNT #	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	CHECK AMOUNT	TRN AMOUNT
07/23/2015	87081	MSR CONSTRUCTION CO	07/20/2015	101-0000-321.72-10	REFUND BID/FIRE INSPECTN	CR 174		01/2016		82.25	82.25
07/23/2015	87082	EDWARD JOE OCHOA	07/20/2015	503-1923-419.20-06	1774 06/29/15 CONSULTANT	2074		12/2015		180.00	180.00
07/23/2015	87084	OFFICE DEPOT, INC	07/03/2015	101-1210-413.30-01	HIGHLIGHTERS	778978628001	160000	01/2016		2,183.75	2,183.75
101-1210-413.30-01			07/06/2015	101-1210-413.30-01	ENVELOPES/SANITIZER	778978577001	160000	01/2016		6.79	6.79
101-1210-413.30-01			07/10/2015	101-1210-413.30-01	HP TONER	779901451001	160000	01/2016		62.89	62.89
101-1230-413.30-01			06/02/2015	101-1230-413.30-01	RICHARDS, L -BUS CARDS	773017526001	150000	12/2015		133.49	133.49
101-1210-411.28-04			06/04/2015	101-1210-411.28-04	CUTLERY	773895080001	150000	12/2015		44.09	44.09
101-1210-413.30-01			05/04/2015	101-1210-413.30-01	PAPER/KLEENEX	774285875001	150000	12/2015		6.30	6.30
101-1110-412.29-04			06/09/2015	101-1110-412.29-04	WATER	774303408001	150000	12/2015		55.84	55.84
101-1110-412.29-04			06/11/2015	101-1110-412.29-04	MAGNETS	774833346001	150000	12/2015		18.78	18.78
101-1230-413.30-01			06/11/2015	101-1230-413.30-01	FILE FOLDERS/MISC SUPPLIE	7751656647001	150000	12/2015		9.44	9.44
101-3040-424.30-01			05/11/2015	101-3040-424.30-01	FILE FOLDERS/MISC SUPPLIE	7751656647001	150000	12/2015		129.50	129.50
101-3040-424.30-01			05/11/2015	101-3040-424.30-01	MARKER PAINT	775165732001	150000	12/2015		292.13	292.13
101-1130-412.30-02			06/11/2015	101-1130-412.30-02	PENS/LABELS/FOLDERS	775248353001	150000	12/2015		26.71	26.71
101-1110-412.29-04			06/12/2015	101-1110-412.29-04	MARKERS	775529853001	150000	12/2015		6.47	6.47
101-1210-413.30-01			06/19/2015	101-1210-413.30-01	CALCULATOR, 10-KEY	776762193001	150000	12/2015		73.39	73.39
101-1210-413.30-01			06/19/2015	101-1210-413.30-01	MICRO USB CABLE	776762194001	150000	12/2015		2.94	2.94
101-1210-413.30-01			06/22/2015	101-1210-413.30-01	PLANNER	7767621827001	150000	12/2015		20.73	20.73
101-1210-413.30-01			06/22/2015	101-1210-413.30-01	3FT CHR9 USB	776762195001	150000	12/2015		5.39	5.39
101-1230-413.30-01			06/23/2015	101-1230-413.30-01	TAPE/BOOK ENDS	776953993001	150000	12/2015		6.30	6.30
101-3040-424.30-01			06/23/2015	101-3040-424.30-01	TAPE/BOOK ENDS	776953993001	150000	12/2015		7.55	7.55
101-1230-413.30-01			06/23/2015	101-1230-413.30-01	SHIPPING LABELS/REGISTER	776954031001	150000	12/2015		212.32	212.32
101-3070-427.30-02			06/23/2015	101-3070-427.30-02	SHIPPING LABELS/REGISTER	776954031001	150000	12/2015		14.32	14.32
101-1010-411.29-04			06/24/2015	101-1010-411.29-04	BUSINESS CARDS/MAYOR, COUN	776553561001	150000	12/2015		67.56	67.56
101-1230-413.30-06			06/24/2015	101-1230-413.30-06	NAKAGAWA, J/NOWAK, D-B. CRDS	776667367001	150000	12/2015		176.34	176.34
101-1110-412.29-04			06/26/2015	101-1110-412.29-04	DIVIDERS	777858815001	150000	12/2015		88.17	88.17
101-1230-413.30-01			07/01/2015	101-1230-413.30-01	ORGANIZER/MARKERS	778229313001	150000	12/2015		29.34	29.34
101-3040-424.30-01			07/01/2015	101-3040-424.30-01	ORGANIZER/MARKERS	778229313001	150000	12/2015		23.52	23.52
101-1230-413.30-01			07/01/2015	101-1230-413.30-01	DRY ERASE BOARD	7784483880001	150000	12/2015		7.74	7.74
101-3040-424.30-02			07/03/2015	101-3040-424.30-02	PRE-INKED STAMP	778229160001	150000	12/2015		56.15	56.15
101-1230-413.30-01			05/01/2015	101-1230-413.30-01	FOLTZ, T -BUS CARDS	767812286001	150000	11/2015		34.55	34.55
101-1110-412.29-04			05/20/2015	101-1110-412.29-04	HOOKS	771734556001	150000	11/2015		88.17	88.17
101-1110-412.30-02			04/03/2015	101-1110-412.30-02	DRY ERASE BOARD	7640282215001	150000	11/2015		18.05	18.05
											191.98

ALL
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CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	CHECK AMOUNT
101-1010-411.29-04	02/07/2015	EASEL PADS	754523800-001			150000	08/2015		142.14
101-1010-411.29-04	02/13/2015	DEDINA,S BUS CARDS	754523923-001			150000	08/2015		44.09
101-1010-411.29-04	02/13/2015	WRITING PADS/PENS	755459393-001			150000	08/2015		6.19
101-1010-411.29-04	02/13/2015	INDEX TABS/WASTEBASKETS	755602099-001			150000	08/2015		66.85
07/23/2015	87085	BYRO SPECTACULARS, INC	2592						12,750.00
101-1120-412.20-06	06/30/2015	2015 FIREWORKS SHOW 7/4	6558				12/2015		12,750.00
07/23/2015	87086	RECLAIMED AGGREGATES, INC.	2137						190.00
101-5010-431.29-04	06/27/2015	CONCRETE/ASPHALT RECYCLE	74-ACC-04102			150033	12/2015		190.00
07/23/2015	87087	REGIONAL TRAINING CENTER	130						318.00
101-6030-453.28-04	07/06/2015	03/06/15 NORDEN, J -TRAINING	12590				09/2015		159.00
101-1020-411.28-04	07/06/2015	CARBALLO, S -ACCESS 2007	12591				09/2015		159.00
07/23/2015	87088	SAFETY-KLEEN SYSTEMS	246						296.76
501-1921-419.28-01	07/13/2015	5G BRAKE CLEANER	67329053			160038	01/2016		296.76
07/23/2015	87089	SAN DIEGO GAS & ELECTRIC	1399						20,689.82
101-3020-422.27-01	07/09/2015	1008 786 9371 06/01-06/30	07-25-2015				12/2015		43.81
101-1910-419.27-01	07/09/2015	1008 786 9371 06/01-06/30	07-25-2015				12/2015		167.50
101-5010-431.27-01	07/09/2015	1008 860 4389 CREDIT 6/15	07-25-2015				12/2015		265.77
101-3020-422.27-01	07/09/2015	1980 769 7764 05/31-06/29	07-25-2015				12/2015		4,689.65
601-5060-436.27-01	07/09/2015	5263 521 9238 05/28-06/26	07-25-2015				12/2015		11.61
101-6020-452.27-01	07/09/2015	5649 771 4749 06/02-07/01	07-25-2015				12/2015		7.55
101-5010-431.27-01	07/09/2015	5649 771 4749 06/01-07/01	07-25-2015				12/2015		8,481.31
101-5010-431.27-01	07/09/2015	8507 517 8464 06/01-07/01	07-25-2015				12/2015		116.36
601-5060-436.27-01	07/09/2015	8507 517 8464 06/02-07/01	07-25-2015				12/2015		93.18
101-6020-452.27-01	07/09/2015	8541 770 1270 06/02-07/01	07-25-2015				12/2015		1,037.88
601-5060-436.27-01	07/09/2015	8541 770 1270 06/02-07/01	07-25-2015				12/2015		4,906.68
101-5020-432.27-01	07/09/2015	9169 299 2261 05/27-06/25	07-25-2015				12/2015		1,400.06
07/23/2015	87090	SAN DIEGO ASSOCIATION OF GOVER	254						12,682.00
101-1210-413.28-12	07/01/2015	FY 16 AGENCY ASSESSMENTS	AR170105			160104	01/2016		12,682.00
07/23/2015	87091	SANDPIPA	321						25,970.00
502-1922-419.20-07	07/07/2015	FY15/16 W/C CLAIMS ADMIN	IBWC1516			160103	01/2016		25,970.00
07/23/2015	87092	SHARP REES-STEALY MEDICAL	CNTR						1,506.00
101-3030-423.21-04	07/14/2015	JUN 2015 PRE-EMPLYMNT EX	286			150271	12/2015		1,506.00
07/23/2015	87093	SKS INC.	412						13,119.40
501-1921-419.28-15	07/02/2015	945.30 GAL REG FUEL	1271271-IN			160040	01/2016		2,989.22
501-1921-419.28-15	07/08/2015	1381 GAL REG FUEL	1271359-IN			160040	01/2016		4,674.85
501-1921-419.28-15	07/16/2015	500 G DIESEL/1100 G REGLR	1271519-IN			160040	01/2016		5,455.33
07/23/2015	87094	SOUTH BAY UNION SCHOOL DISTRIC	1385						10,050.00
101-5000-532.20-06	07/10/2015	FENCE REPLACEMENT COST	16012			160099	01/2016		8,844.00
402-5000-532.20-06	07/10/2015	FENCE REPLACEMENT COST	16012			160099	01/2016		1,206.00
07/23/2015	87095	SPARKLETTIS	2341						32.81
101-1210-413.30-01	06/27/2015	JUN 2015	10552239 062715			150193	12/2015		32.81

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	TRN AMOUNT	CHECK AMOUNT
07/23/2015	87096	SPECTRA ASSOCIATES, INC.	2003	MINUTE BOOKS	35042-B	150780	12/2015		2,055.50	2,055.50
101-1020-411.21-04		07/13/2015								
07/23/2015	87097	SUNWARD PUBLIC SECTOR INC.	1370	15/16 MAINT CONTRACT	102600	160075	01/2016		33,851.05	33,851.05
503-1923-419.20-25		06/18/2015								
07/23/2015	87098	TRANSWORLD SYSTEMS INC.	2160	JUN 2015 COLLECTION FEES	1164815		12/2015		1,223.12	1,223.12
101-1210-413.20-27		06/30/2015								
07/23/2015	87099	VERIZON WIRELESS	2317	06/09/2015-07/08/2015	9748629165		12/2015		2,321.31	2,321.31
101-5010-431.30-02		07/08/2015								
101-6020-452.30-02		07/08/2015								
101-5020-432.27-05		07/08/2015								
101-3040-424.27-05		07/08/2015								
101-3020-422.27-05		07/08/2015								
101-3030-423.27-05		07/08/2015								
101-3070-427.27-05		07/08/2015								
503-1923-419.27-05		07/08/2015								
503-1923-419.27-05		07/08/2015								
07/23/2015	87100	WAXIE SANITARY SUPPLY	802	JANITORIAL SUPPLIES	75363028	160097	01/2016		1,049.33	1,049.33
101-6040-454.30-02		07/01/2015								
07/23/2015	87101	WESTERN HOSE & GASKET	836	4" PVC DISCHARGE HOSE	310375	160049	01/2016		2,347.86	2,347.86
601-5060-436.30-02		07/08/2015								
601-5060-436.30-02		07/08/2015								
601-5060-436.28-01		07/15/2015								

DATE RANGE TOTAL * 1,490,498.39 *

PAYMENT NO	VENDOR NO	VENDOR NAME	TRANSFER DATE	AMOUNT	TRACE NUMBER	EFT BATCH CODE	BANK CODE
28	120	AFLAC	07/09/2015	673.68	1220004900000001	0000001	02
29	2650	CALIFORNIA STATE DISBURSEMENT UNIT	07/09/2015	426.91	1220004900000002	0000001	02
30	941	COLONIAL LIFE & ACCIDENT	07/09/2015	100.18	1220004900000003	0000001	02
31	214	I B FIREFIGHTERS ASSOCIATION	07/09/2015	450.00	1220004900000004	0000001	02
32	242	ICMA RETIREMENT TRUST 457	07/09/2015	16,333.21	1220004900000005	0000001	02
33	1821	SEIU LOCAL 221	07/09/2015	1,557.36	1220004900000006	0000001	02
34	2663	STATE OF CALIFORNIA FTB	07/09/2015	188.05	1220004900000007	0000001	02
35	2458	US BANK	07/09/2015	3,225.52	1220004900000008	0000001	02
42	2650	CALIFORNIA STATE DISBURSEMENT UNIT	07/23/2015	426.91	1220004900000001	0000001	02
43	214	I B FIREFIGHTERS ASSOCIATION	07/23/2015	450.00	1220004900000002	0000001	02
44	242	ICMA RETIREMENT TRUST 457	07/23/2015	24,848.96	1220004900000003	0000001	02
45	1821	SEIU LOCAL 221	07/23/2015	1,644.51	1220004900000004	0000001	02
46	2663	STATE OF CALIFORNIA FTB	07/23/2015	188.05	1220004900000005	0000001	02
47	2458	US BANK	07/23/2015	3,572.38	1220004900000006	0000001	02

BANK: 02 UNION BANK-EFT
 TOTAL FOR ALL BANKS: 54,085.72 NO. OF CHECKS: 14
 TOTAL FOR ALL BANKS: 54,085.72 NO. OF CHECKS: 14



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *SD for AH*
MEETING DATE: AUGUST 5, 2015
ORIGINATING DEPT.: PUBLIC SAFETY *df*
SUBJECT: ADOPTION OF RESOLUTION NO. 2015-7611 AUTHORIZING THE CITY MANAGER TO EXERCISE THE SECOND OPTION TO EXTEND THE AGREEMENT WITH SAN DIEGO SPORTS MEDICINE & FAMILY HEALTH CENTER TO ADMINISTER THE IMPERIAL BEACH FIRE-RESCUE WELLNESS PROGRAM

EXECUTIVE SUMMARY:

City Council authorized the City Manager to enter in an agreement with San Diego Sports Medicine & Family Health Center (SDSMFHC) to administer the Imperial Beach Fire-Rescue Wellness Program. This agreement permits three (3) extensions. This action authorizes the City Manager to exercise the second of three options to extend the agreement. The funds for these expenditures are included in the adopted Fiscal Year 2015/16 Budget.

RECOMMENDATION:

That the City Council adopt Resolution No. 2015-7611 authorizing the City Manager to execute the first extension of the agreement with SDSMFHC to administer the Imperial Beach Fire-Rescue Wellness Program.

RATIONALE:

The Wellness Program in Imperial Beach is an essential element of firefighter and executive health and safety. The program is included in the Memorandum of Understanding with the Imperial Beach Firefighters Association for available participation of all fire-rescue personnel in the Wellness Program services. The program also provides important health evaluation and education to Imperial Beach executives. To that end, Public Safety and SDSMFHC both desire to extend the agreement for the Imperial Beach Wellness Program. This program promotes healthy living, provides early diagnosis of dangerous health conditions, and provides ongoing education for Imperial Beach Firefighters and executives relevant to injury and illness avoidance.

OPTIONS:

- Adopt Resolution No. 2015-7611 authorizing the City Manager to execute the first extension of the agreement with San Diego Sports Medicine to administer the Imperial Beach Fire-Rescue Wellness Program.
- Request additional information and an additional report

BACKGROUND:

The City of Imperial Beach has worked with the San Diego Sports Medicine & Family Health Center (SDSMFHC) for provision of medical services including the Wellness Program for Imperial Beach Fire Fighters and for executive physical examinations. The firefighter wellness services include five components:

- Medical
- Fitness
- Injury Prevention and Rehabilitation
- Behavioral Health
- Data Collection

This Wellness Program is in compliance with the International Association of Fire Fighters (IAFF) and the International Association of Fire Chiefs (IAFC) Health and Wellness Initiative guidelines as described in the IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative.

ANALYSIS:

The first extension of the contract ended June 30, 2015. The contract allows for two (2) additional one (1) year extensions. The rates for services are outlined in the chart in section 4.3 of the agreement, and will remain the same during the course of the contract and extensions unless changes are agreed upon by both parties. These rates reflect a 5% increase.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no fiscal impact associated with this action as funds for these expenditures are included in the adopted Fiscal Year 2015/16 Budget.

Attachments:

1. Resolution No. 2015-7611
2. Agreement Between the City of Imperial Beach and San Diego Sports Medicine and Family Services Health Center for Wellness Program Services
3. Costs for Physicals and extension agreement with San Diego Sports Medicine & Family Health Center

RESOLUTION NO. 2015-7611

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXERCISE THE SECOND OPTION TO EXTEND THE AGREEMENT WITH SAN DIEGO SPORTS MEDICINE & FAMILY HEALTH CENTER TO ADMINISTER THE IMPERIAL BEACH FIRE-RESCUE WELLNESS PROGRAM

WHEREAS, The City of Imperial Beach understands the risk of injuries or illnesses facing firefighters, and the importance of regular screening and conditioning to help avoid them; and

WHEREAS, The National Fire Protection Administration has recognized that dedicated programs designed to address these risks are essential to the health and well-being of firefighters; and

WHEREAS, The City has an existing contract with the San Diego Sports Medicine & Family Health Center and is satisfied with the services as provided; and

WHEREAS, The contract currently has two (2) remaining extensions available.

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

1. Authorizes the City Manager to extend the agreement for the 2nd of two remaining extensions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 5th day of August 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

**AGREEMENT BETWEEN THE
CITY OF IMPERIAL BEACH
AND SAN DIEGO SPORTS MEDICINE AND FAMILY HEALTH CENTER
FOR WELLNESS PROGRAM SERVICES**

THIS AGREEMENT is made, entered into, and effective as of the latest date set forth on the signature page hereto, by and between the City of Imperial Beach (“City”), with its principal place of business located at 825 Imperial Beach Blvd., Imperial Beach, CA 91932 and San Diego Sports Medicine & Family Health Center (SDSMFHC), A Medical Corporation, with its principal place of business located at 6699 Alvarado Road, Suite 101, San Diego, CA 92120.

RECITALS

WHEREAS, the City will participate in the San Diego Firefighters Regional Wellness Program (SDFFRWP) which is in compliance with the International Association of Fire Fighters (IAFF) and the International Association of Fire Chiefs (IAFC) Health and Wellness Initiative guidelines; and

WHEREAS, the City has determined SDSMFHC has the expertise, experience, and personnel necessary to provide Wellness Program services required by the Imperial Beach Fire Department and described in the IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative (IAFF, 1999, ISBN# 0-942920-36-8) (<http://www.iaff.org/safe/wellness2.html>). The program described in IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative (IAFF, 1999, ISBN# 0-942920-36-8) shall henceforth be described as the “Wellness Program” or “IBFD’s Wellness Program”; and

WHEREAS, SDSMFHC desires to enter into a contractual relationship which makes SDSMFHC the health provider agency of the IBFD’s Wellness Program;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Compensation.

1.1 The City and SDSMFHC agree to pay and bill respectively in accordance with the rates, fees and restrictions set forth in Item 1.2, 4.1, 4.2,4.3, and 4.4 of this agreement.

1.2. **SDSMFHC shall provide an invoice** for services rendered during a calendar month to the City by the 10th day of the next month. Services will be itemized, and presented in the following categories:

1.1.1. Clinical services

1.1.2. Consultation services

1.1.3. Lecture and workshop services

Section 2. Term.

2.1. Term. The term of this Agreement shall be for a period of one (1) year from the effective date hereof.

2.2. Options to Renew. By mutual consent, this agreement may be renewed for three (3) one (1) year options, each for a period of one (1) year after the expiration of the original term, or the preceding one-year option term. Each option term shall be renewed on the same terms as this Agreement, except that the rates in section 4.1, 4.3, and 4.4 may be increased or decreased by mutual written agreement of the parties. Any rate changes shall be made at the time of exercise of the option, to take effect at the beginning of the new one year period unless otherwise agreed to in writing by the parties.

2.3. Exercise of Option to Renew. The City shall give notice in writing of their intention to renew at least sixty (60) days prior to the expiration of the Agreement, or of the prior option term. If notice is provided by the City to SDSMFHC, such notice shall be sent by mail addressed to:

Katie Rusk, Project Manager
San Diego Sports Medicine & Family Health Center
6699 Alvarado Road, Suite 101
San Diego, CA 92120

Section 3. City Obligations.

3.1 Administration. The Chief of the IBFD or designated representative shall administer this Agreement on behalf of the City and represent the City in all matters pertaining to the Agreement.

Section 4. SDSMFHC Obligations.

4.1. Wellness Program Services IAFF Wellness Exam. SDSMFHC agrees to provide services rendered at the location identified in Item 4.2 below, to IBFD employees participating in the Wellness Program (hereinafter "IBFD Employees"), at the fees for service identified in Item 4.3. SDSMFHC agrees to perform and/or coordinate all services identified in the Fire Service Joint Management Wellness-Fitness Initiative. The five components are Medical, Fitness, Injury Prevention and Rehabilitation, Behavioral Health and Data Collection. SDSMFHC agrees to provide the following services and/or collection of information:

- a. **Prior to Medical Evaluation**
SDSMFHC agrees to provide all the necessary forms, reports, and documentation for the requested information listed below:

Introductory letter describing the Firefighter Initiative
Health history/Lifestyle questionnaire
Health risk assessment
Exercise risk assessment
Participant information
HIPAA information and acknowledgment
Nutrition and diet analysis
Arbitration agreement
Explanation of testing procedures
Instructions for participation
Laboratory requisition (participant will have labs drawn at least one week prior to evaluation)
Respiratory fit clearance form
Directions to facilities

SDSMFHC will coordinate and provide staff to have blood drawn for lab analysis at designated fire stations at least one week prior to the participants' Wellness evaluation. The cost of this mobile service is included in the package price for the Medical Fitness Evaluations listed in section 4.3.

b. Medical Evaluation

Each participant will receive the following evaluations and follow up at the SDFFRWP Wellness Center:

Vitals: height, weight, blood pressure, pulse, temperature and respirations
Complete hands-on physical examination by a Physician or Physicians Assistant (PA).

Blood profile including a CBC, chemistry panel and lipid panel.
TSH screening (cardiovascular risk screening) is optional and at an additional cost in accordance with the fee schedule.

Chest x-ray

Pulmonary Function Test, including lung volume and flow rate

12 lead EKG

Lifestyle Questionnaire and Nutritional Risk Assessment

Hearing and Vision screening

Cancer screening, as appropriate, at an additional cost, including PSA, Hemocult, Pap Smear, Mammogram, CA-125.

DOT/DMV physical form

c. Fitness Evaluation

Maximal/Sub-Maximal (age determined) Exercise Test monitored by a
12 lead EKG

Body Composition

Abdominal Endurance Crunch Test

Push-up Evaluation of Upper Body Strength and Endurance
Grip Strength utilizing a hand dynamometer
Functional Movement Screening
Flexibility evaluation

In addition to the requested evaluations, assessment of low back muscular endurance at initial fitness evaluation using the Biering-Sorensen Test will be performed at no additional cost

d. Schedule for Medical and Fitness Evaluations

For each individual participating in the program:

45-60 minutes with Physician: physical exam, review labs and other test results

45-60 minutes with Exercise Physiologist: treadmill test, exercise consult

45 minutes with Strength and Conditioning Personnel: strength, flexibility, body composition, FMS

45 minutes with Medical Assistant: vitals, vision, blood draw, hearing, pulmonary function, chest x-ray, review history and immunizations

20 minutes Nutrition Consult

e. Follow-up Consultation with Physician at time of initial appointment.

Follow-up on findings from annual examinations will be reviewed by the physician at time of evaluation.

Abnormal findings on the annual physical will be addressed with specific recommendations to control or remedy the abnormality, and with recommendations for follow up or referral.

Referrals will be made as appropriate for non-service connected issues, using the participants Primary Care Provider.

f. Personalized feedback from Exercise Physiologist and Athletic Trainer/Peer Fitness Trainer:

Individual's level of fitness

Level of improvement since past assessments

Realistic evaluation of the individual's physical capacity to safely perform assigned jobs

Suggested exercise program

Comprehensive wellness/fitness program recommendations

Firefighter Physical Performance Standard Score

Physical Fitness Age Assessment

g. Personalized written Health and Wellness Report

Each firefighter will receive an individual packet of the medical and fitness evaluation that outlines his/her results. The report will outline recommendations for each individual to improve and maintain fitness, as

well as recommend treatment or follow up for any medical condition. Educational material regarding various health topics will be included in the packet.

h. Reporting and Recommendations

SDSMFHC agrees to incorporate the current criteria used in Respiratory Fitness Clearance and Department of Motor Vehicles medical evaluations with regard to findings and risks. It is not the intention of the Wellness Program to re-define the existing fitness-for-duty criteria. Strict confidentiality and maintenance of records will be adhered to throughout any reporting and/or referral procedures.

i. Data Collection

SDSMFHC will provide scientific and technical support related to data collection and analysis. Data shall be collected and stored on the electronic database designed by SDSMFHC specifically for the Services to be performed under this agreement. Data Collection services shall include the following:

- a. Storage of past, current and future data on a secure server. Data shall be backed up weekly and kept at a remote location.
- b. Analysis of data for errors, omissions and outliers. Statistical analysis shall be performed to summarize the demographic medical fitness outcomes on each individual as well as the group as a whole.
- c. Development of an annual report which shall be presented to Senior IBFD Staff which identifies health trends and concerns.
- d. Development of new strategies for data collection and reporting.
- e. Evaluating and analyzing data for individual and group disease management.
- f. Integrating data with other fire departments in a confidential manner in compliance with all federal and state law.

j. Education Program

SDSMFHC will provide educational hours over the year for Wellness participants. The Education component will be multifaceted in its delivery. The intent of the Education Component is to address those areas of interest and concern for the health and fitness of the Imperial Beach Firefighters. The Education Component shall include the following:

- a. Nutrition station as part of the annual physical;
- b. Website updates;
- c. Stations visits which will include, but not be limited to educational sessions on exercise, fitness, nutrition and health related topics.
- d. Individual counseling for high risk individuals and those with specific nutrition and exercise needs;
- e. Development of educational material for Personal Profile and group education projects (i.e. Fiber challenge, Big Burn Challenge, Body Blast workout, Health Fire Fighter recipes;

- f. Providing resources and Consultant staff on health and fitness related issues (i.e. return to work issues, training issues, Cross Fit, medical advice regarding injury treatment and more)
- g. Providing a Registered Dietician to help those individuals with high risk nutritional/health related problems.
- h. Providing an Athletic Trainer to help those individuals with specific injury related problems identified by Physician.

The Education Program consists of initial education, as well as recurrent education. Fees for the initial portion of the Educational Program are included in the set fee for Medical and Fitness Exams for Wellness Participants.

k. Immunizations

SDFFRWP agrees to offer City, at City discretion, employees on-duty influenza immunization and PPD (Tuberculosis) testing at strategic locations throughout the IBFD, as identified by the IBFD and agreed upon with the Wellness Officer, and charged according to the fee schedule in 4.3. These services are mobilized and can accommodate 30 participants at one time. Each participant will complete a consent form describing risk and benefits of vaccines and PPD placement. Each participant will receive the immunization and/or PPD. A licensed individual will be present to administer or supervise administration of the immunization or PPD. The PPD will be read within 48 to 72 hours by a certified individual. Scheduling will be determined by the City and agreed upon with the Wellness Officer.

l. Other Immunizations

All immunization records and history of immunizations (that Participants provide) will be kept in patients chart. Review of immunizations will be made at the time of Wellness physical or respiratory fit exam. Necessary immunizations including Hepatitis B will be given at that time and charged according to the fee schedule in 4.3. Additional immunizations as part of a series will be administered on an individual basis at the Wellness Center, scheduled by the Wellness Officer. All immunizations will be preauthorized by the City.

4.2. SDFFRWP Wellness Program Facilities.

4.2.1. Wellness Program Locations. SDFFRWP agrees to provide Wellness Program services to IBFD Employees at the following location:

SAN DIEGO FIREFIGHTERS REGIONAL WELLNESS CENTER
(Hosted by San Diego Sports Medicine and Family Health Center)
 6699 Alvarado Road, Suite 101, San Diego, CA 92120

4.2.2. Staffing and Hours of Operation. SDSMFHC shall maintain a medical facility staffed by licensed physicians and technicians during

business hours. In agreement with the City, SDSMFHC shall commit to the days and hours of operation to comply with the goals of the Wellness Program and the Wellness Initiative.

4.2.3. Priority Appointments. SDSMFHC shall maintain a licensed physician or physician assistant available to examine and treat IBFD Employees that have arrived for their appointment.

4.2.4. Medical Specialists. SDSMFHC shall have “on call” medical specialists to examine patients either at the facilities listed above or at the specialist’s office, for medical emergencies and follow-up care.

4.2.5. Medical Consultants. SDSMFHC shall maintain a list of medical specialty consultants for referral to IBFD Employees.

4.2.6. Other Medical Services. SDSMFHC shall provide radiological facilities on-site at the Wellness Center to facilitate comprehensive examinations.

4.2.7. Weekend and Evenings. The Wellness Center will not operate on weekends or evenings.

4.2.8. Cancelled/Delayed appointments. The City is engaged in “All-Risk” emergency services, 24-hours a day. Due to unforeseen emergencies (fires, major incidents, disasters, etc.), it may be possible that an emergency crew and/or support personnel are otherwise engaged in emergency operations and unable to keep their appointment at the Wellness Center. All efforts will be made to provide personnel that are ready for their Wellness Center evaluation. The days of operation and the number of personnel to receive the services will be determined based on an annual schedule and the need of City and will be in consultation with the Wellness Officer.

4.2.9. Vacancy Fee. Despite the best efforts of the City and/or appointed personnel assisting in scheduling Wellness activities, there may be occurrence that scheduled IBFD employees are NOT present for evaluation. The City will pay a vacancy fee of \$100 for any occurrence after two occurrences in any calendar month applicable only to days of operation.

4.3. Pricing of Services. The following prices have been established at the initiation of this agreement. The fees for all services excluding labs and vaccinations shall be increased at a rate of 5% of the cost from the prior fiscal year. Influenza Vaccinations, PPD testing and Labs will be priced based on the current market value.

CLINICAL SERVICES	COST
Bi-Annual Wellness Exam and Education	\$1269.45 per participant
Administration	Included
Facilities and Maintenance	Included
Individual Tests and Wellness Exams	
DMV exam and paperwork only	\$105.00 per participant
Respiratory Fit Exam only	\$131.25 per participant
Influenza Vaccinations	\$21.00 per participant*
PPD testing	\$23.10 per participant*
Immunizations as Requested	
Hepatitis A Vaccine	\$109.20 x 2 per participant*
Hepatitis B Vaccine	\$80.85 x 3 per participant*
Hepatitis B Titer	\$109.25 per participant*
Tetanus/Adacel	\$52.50 per participant*
MMR	\$1049.20 x 2 per participant*
Varicella	\$115.50 x 2 per participant*
Labs	COST
General Labs (No MedFit Eval)	\$46.20 per participant
Hearing (No MedFit Eval)	\$46.20 per participant
PSA	\$46.20 per participant
Hemocult	\$21 per participant
Pap Smear	\$78.75 per participant
Mammogram	\$183.75 per participant
Chest Xray (No MedFit Eval)	\$68.25 per participant
Cholinesterase	\$69.30 per participant
Resting EKG (No MedFit Eval)	\$57.75 per participant
Treadmill (No MedFit Eval)	\$257.25 per participant
Heavy Metals Testing	\$206.85 per participant
CONSULTATION SERVICES	COST
Physician Consultation	\$315.00 per hour
Physical Therapy Consultation	\$105.00 per hour
Physical Therapy Services	\$86.10 per hour
LECTURE & WORKSHOP SERVICES	COST
Back Workshop	\$630.00 per lecture
Nutritional and health related lectures	\$210.00 per lecture to \$525.00 per lecture

* Fees may be adjusted during the term of this agreement based on changes in current market price and availability of the vaccines. The adjusted fee will be determined by the average price of the vaccine or PPD through other local providers, plus 10% for administration. The decision to provide these services rests with the City.

4.3.1. Pre-Paid Fees for Services. Any pre-paid fees for service will be reimbursed back to the City upon dissolution of this agreement.

4.4. Safety/Preventive Services.

4.4.1. SDSMFHC agrees to make available consulting/training in the area of safety/prevention services at the following rates:

- a. Physician time billed at \$300 an hour.
- b. Non-physician time billed at \$100 an hour.

4.5. Prescriptions. It is not the intention of this Agreement or the City that medications shall be dispensed during the scope of the Wellness Program. If the consulting physician identifies a need to prescribe a medication, he/she can provide a prescription at no additional cost, until the employee can follow-up with his/her own physician, or make a referral to the employee's own physician. The City shall not reimburse either the employee or SDSMFHC for prescription or non-prescription medications.

4.6. Vision and Audiometric Examinations. SDSMFHC agrees to provide vision and audiometric examinations to IBFD Employees as referenced by guidelines published by the California Department of Motor Vehicles (DMV).

4.7. Respiratory Examinations. SDSMFHC agrees to provide respiratory examinations to IBFD Employees as referenced by guidelines published by the Occupational Safety and Health Administration (OSHA).

4.8. Performance Standards. It is the intent of SDSMFHC and the City to provide quality medical care and other Wellness services for IBFD Employees. To maintain and improve the quality, access, availability, and cost-effectiveness of the services provided under this Agreement, SDSMFHC and the City each agree to use their best efforts to develop means and standards for measuring the performance of IBFD under the Agreement, including, but not limited to the following:

4.8.1. Measurement of Key Performance Indicators, including Workers' Compensation savings, vital signs, cholesterol levels, and subjective surveys of participant's satisfaction.

4.8.2. Comparison of these indicators with other fire Departments as available through the International Association of Fire Fighters (IAFF) Wellness Initiative database.

4.8.3. Comparison of these indicators with other fire Departments as available through the San Diego County Fire Chief's Association (to be determined).

4.8.4. Other factors to be established by SDSMFHC and the City.

4.9. SDSMFHC Representative. SDSMFHC shall designate Richard Parker, D.O, FAOASM, to represent SDSMFHC in all matters pertaining to this Agreement.

Section 5. Administrative Services

5.1. Periodic Meetings. Subject to any state and federal privacy laws, SDSMFHC agrees to meet with the IBFD's staff as scheduled to confidentially discuss program issues, utilization of medical specialties, utilization of physical therapy, trends and any topic of interest pertaining to the Wellness Program.

5.2. Work-Related Injuries: Initial Medical Reporting. While it is not the intent of the Wellness Program to diagnose or otherwise treat any suspected work-related injuries, in the course of a Wellness/Fitness evaluation a suspected work-related injury or illness may be discovered. SDSMFHC shall refer all IBFD employees, with a suspected work-related injury or illness, to the IBFD for coordination of medical care, unless a life threatening medical emergency exists that requires medical treatment. SDSMFHC will direct the employee to follow all IBFD procedures for reporting a work related injury or illness. Following any emergency medical treatment, SDSMFHC shall report the treatment to the IBFD for the purposes of follow-up medical treatment. In the case of emergency medical treatment, SDSMFHC shall provide the IBFD with a Doctors First Report of Work Injury or Illness (form 5020) within two days of initial treatment and all billing. SDSMFHC is not authorized to determine causation of any suspected work related injury or illness.

5.3. Work-Related Injuries: Medical Reports and Billings. SDSMFHC shall use those reports, billings and associated forms in a format approved by the City for any and all work related injuries reported.

5.4. Maintenance of Medical Reports. SDSMFHC shall accurately maintain, store and retrieve employee medical files during the period of this Agreement in accordance with all applicable laws and regulations.

5.5. Confidentiality. SDSMFHC shall ensure security of the medical records for all Wellness Program participants and shall ensure compliance with all State and

Federal Privacy Laws. At no time shall SDSMFHC release confidential medical records to the City without written authorization from the employee.

5.6. Testimony. SDSMFHC shall, upon reasonable notice, submit to depositions and testify at court if requested by the City at the contracted physician consulting rate in 4.3.

5.7. Return-to-Work Consulting. SDSMFHC shall provide consulting services by working with IBFD staff on returning injured IBFD employees, when appropriate, to modified duty at the contracted physician consulting rate in 4.3.

5.8. Special Treatment Consulting. SDSMFHC shall provide recommendations to Wellness Participants regarding surgical options, special medical treatments, or other special medical procedures identified during the Wellness exam as requiring such treatment or services at the contracted physician consulting rate in 4.3.

5.9. Authorization for Patient Referral. SDSMFHC shall insure that the employee is instructed that any referral made to a specialist or hospital will NOT be reimbursed by the Wellness Program unless authorized by both the Medical Director and the Project Manager.

Section 6. Indemnification and Hold Harmless.

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

Section 7. Termination.

This Agreement shall renew annually as set forth in Item 2. This Agreement may be terminated for any reason by either party giving ninety (90) days written notice to the other party's designated representative, provided that the Indemnification and Duty to Defend provisions in Item 6 shall survive such termination, for a period of one year.

Notice under this provision shall be communicated in writing in person or by certified mail, return receipt requested as follows:

If to SDSMFHC: Richard Parker, D.O., FAOASM
6699 Alvarado Road, Suite 101
San Diego, CA 92120

If to City: Fire Chief
Imperial Beach Fire Department
34884 Lilac Extension Road
Imperial Beach, CA 92059

Section 8. Equal Opportunity.

SDSMFHC shall comply with the City's Equal Opportunity Program.

Section 9. Drug-Free Workplace.

Upon execution of this Agreement and all subsequent extensions, SDSMFHC agrees to comply with any requirements set forth in City's policy regarding drug-free workplace.

Section 10. Americans with Disabilities Act Statement.

SDSMFHC shall be responsible for complying with the 1990 Americans with Disabilities Act (ADA). (For specific services and public accommodations, SDSMFHC may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. District of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.)

Section 11. Compliance with HIPAA

SDSMFHC shall be responsible for complying with the Standards for Privacy of Individually Identifiable Health Information set forth in the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160, 164).

Section 12. Integration.

This Agreement, and all rights and obligations created by this Agreement, shall be in full force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

Section 13. Compliance with Controlling Law.

SDSMFHC shall comply with all laws, ordinance, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, SDSMFHC shall comply within a reasonable time after receiving written notice by City with all directives issued by the City or its authorized representatives under authority of any laws, statutes,

ordinance, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Section 134 Jurisdiction and Venue.

The venue for any suit or proceeding concerning the Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.

Section 15. No Waiver.

No failure of either the City or SDSMFHC to insist upon the strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of the Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

Section 16. Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

Section 17. Drafting Ambiguities.

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

Section 18. Signatures–Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the City, acting by and through its Fire Chief and by SDSMFHC, acting by and through its Wellness Director.

CITY OF IMPERIAL BEACH

Dated: 10-7-13

Signature on file
By: _____
Andy Hall
City Manager
Imperial Beach, CA

Dated: 10-14-13

Signature on file
By: _____
Richard Parker, D.O., F.A.O.A.S.M.
Wellness Director
San Diego Sports Medicine & Family Health Center

City of Imperial Beach Fire Department
Costs for Physicals
Fiscal 2015—2016

CLINICAL SERVICES	COST
Bi-Annual Wellness Exam and Education	\$1332.92 per participant
Administration	Included
Facilities and Maintenance	Included
Individual Tests and Wellness Exams	
DMV exam and paperwork only	\$110.25 per participant
Pre-employment Exam	\$661.50
Respiratory Fit Exam only	\$137.81 per participant
Influenza Vaccinations	\$22.05 per participant*
PPD testing	\$24.26 per participant*
Immunizations as Requested	
Hepatitis A Vaccine	\$114.66 x 2 per participant*
Hepatitis B Vaccine	\$84.89 x 3 per participant*
Hepatitis B Titer	\$114.71 per participant*
Tetanus/Adacel	\$55.13 per participant*
MMR	\$109.41 x 2 per participant*
Varicella	\$121.82 x 2 per participant*
Labs	COST
General Labs (No MedFit Eval)	\$48.51 per participant
Hearing (No MedFit Eval)	\$48.51 per participant
PSA	\$48.51 per participant
Hemocult	\$22.05 per participant
Pap Smear	\$82.69 per participant
Mammogram	\$192.94 per participant
Chest Xray (No MedFit Eval)	\$71.66 per participant
Cholinesterase	\$72.77 per participant
Resting EKG (No MedFit Eval)	\$60.64 per participant
Treadmill (No MedFit Eval)	\$270.11 per participant
Heavy Metals Testing	\$217.19 per participant
Drug Screen	\$60.00 per participant
CONSULTATION SERVICES	COST
Physician Consultation	\$330.75 per hour
Physical Therapy Consultation	\$110.25 per hour
Physical Therapy Services	\$90.41 per hour
LECTURE & WORKSHOP SERVICES	COST
Back Workshop	\$661.50 per lecture
Nutritional and health related lectures	\$220.50 per lecture to \$551.25 per lecture

The City of Imperial Beach Fire Department is exercising its option to renew the contract with The Fire Wellness Program and San Diego Sports Medicine and Family Health Center for a period of one year from the date of signature. There will be a five (5) percent increase in the cost for services for this option period.

Andy Hall – City Manager
City of Imperial Beach Fire
Signature on file

Richard Parker, D.O., F.A.O.A.S.M.
Wellness Director
San Diego Sports Medicine and Family Health Center

Date

9-14-15

Date

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AGENDA ITEM NO. 2.4

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *SD for AH*
MEETING DATE: AUGUST 5, 2015
ORIGINATING DEPT.: PUBLIC WORKS *CH*
SUBJECT: ADOPTION OF RESOLUTION NUMBER 2015-7612
AUTHORIZING THE CITY MANAGER OF THE CITY OF
IMPERIAL BEACH TO SIGN THE THIRD AMENDMENT TO THE
NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM
REGIONAL STORM WATER COPERMITTEE MEMORANDUM
OF UNDERSTANDING

EXECUTIVE SUMMARY:

This resolution asks for approval of the Third Amendment to the National Pollutant Discharge Elimination System Regional Storm Water Copermittee Memorandum of Understanding (Regional MOU) of November 16, 2007. This amendment is necessary in order to continue cost sharing obligations with storm water Copermittees for regional and watershed storm water management programs required by San Diego Regional Water Quality Control Board Order R9-2013-0001 (Storm Water Permit). The Third amendment to the Regional MOU will become effective when the last party executes the Regional MOU and remain effective through August 2019, or through the life of the current Storm Water Permit plus twelve months, whichever is longer.

RECOMMENDATION:

Adopt Resolution 2015-7612 and authorize the City Manager to execute the Third Amendment to the National Pollution Discharge Elimination System Regional Storm Water Copermittee MOU.

RATIONALE:

The City's Storm Water Permit requires the collaborative implementation of storm water management programs across agencies to address watershed and regional issues. This Regional MOU establishes the rules and provides the cost sharing mechanism to complete the necessary work in order to remain in compliance with the Storm Water Permit.

OPTIONS:

- Adopt Resolution; or
- Direct staff to return with additional information.

BACKGROUND:

The Storm Water Permit issued by the San Diego Regional Water Quality Control Board requires a Regional MOU among the permitted agencies to meet watershed and regional obligations. The 21 permitted agencies under the Storm Water Permit are collectively called Copermittees and include: the County of San Diego, the San Diego Unified Port District, the San Diego County Regional Airport Authority, and the incorporated cities of San Diego, Carlsbad, Chula Vista, Coronado, Escondido, Imperial Beach, La Mesa, San Marcos, Del Mar, El Cajon, Encinitas, Lemon Grove, National City, Oceanside, Poway, Santee, Solana Beach, and Vista.

The initial Regional MOU was authorized by Council through Resolution No. 2007-6562 to meet the Storm Water Permit requirements under Order R9-2007-0001. The first amendment to the Regional MOU updated administrative procedures and was authorized by Council through Resolution No. 2010-6883. The Second Amendment to the Regional MOU allowed for regional cost share of Storm Water Permit obligations under Order R9-2013-0001 for Fiscal Year 2014-15 and was authorized by Council through Resolution 2014-7475. This Third Amendment of the Regional MOU will allow for continued collaboration and cost sharing among Copermittees for the duration of the current Storm Water Permit Order R9-2013-0001.

ANALYSIS:

The purpose of the Regional MOU is to establish shared program responsibilities for each Copermittee. The Regional MOU establishes regional working bodies and watershed working bodies that develop and implement work products to meet the Storm Water Permit requirements in Order R9-2013-0001. More importantly, the MOU established the cost share responsibility to implement the various storm water program requirements among the Copermittees. The City of Imperial Beach holds an approximate 1% cost share in regional work products, 14% cost share for Tijuana River watershed work products, and 2% cost share for San Diego Bay watershed work products. The City of Imperial Beach is also the lead agency developing and implementing work products for the Tijuana River and San Diego Bay watershed groups and will utilize this Regional MOU to implement the Water Quality Improvement Plans.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The Copermittees develop work plans and budgets each fiscal year to meet the Storm Water Permit obligations. This Regional MOU establishes cumulative not to exceed limits through FY 2019 of \$5,667,525 for Regional programs, \$4,084,000 for San Diego Bay watershed, and \$1,545,000 for Tijuana River watershed. The Imperial Beach cost share is budgeted under the Environmental Division Budget. The City Council will also get the opportunity to review and approve the work plans and budgets for the Tijuana River and San Diego Bay watersheds because the City serves as the principal lead to develop and implement work products.

Attachments:

1. Resolution 2015-7612
2. Copermittee Regional MOU

RESOLUTION NO. 2015-7612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN THE THIRD AMENDMENT TO THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM REGIONAL STORM WATER COPERMITTEE MEMORANDUM OF UNDERSTANDING

WHEREAS, the City adopted a memorandum of understanding (MOU) with the San Diego regional Copermittees through Resolution No. 2007-6562 to meet the Storm Water Permit requirements of Order R9-2007-0001; and

WHEREAS, the Regional MOU establishes the program management responsibilities and cost sharing responsibilities among the 21 agencies of the San Diego regional Storm Water Copermittees to meet the requirements of the Storm Water Permit issued by the San Diego Regional Water Quality Control Board; and

WHEREAS, the First Amendment to the MOU was adopted by Council through Resolution No. 2010-6883 and updated administrative procedures for Copermittees; and

WHEREAS, the Second Amendment to the MOU was adopted by Council through Resolution No. 2014-7475 and extended the MOU to allow the regional cost share of Storm Water Permit obligations under Order R9-2013-0001 for fiscal year 2014-15; and

WHEREAS, this Third Amendment to the MOU is necessary to meet Storm Water Permit requirements and will extend the existing MOU through August 2019, or through the life of the current Storm Water Permit Order R9-2013-0001 plus twelve months, whichever is longer.

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 Third Amendment to the National Pollution Discharge Elimination System Regional Storm Water Copermittee MOU is approved.
3. The City Manager is authorized and directed to sign the Third Amendment to the National Pollution Discharge Elimination System Regional Storm Water Copermittee MOU.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 5th day of August 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

Third Amendment to National Pollutant Discharge Elimination System

San Diego Regional Stormwater Copermittees

MEMORANDUM OF UNDERSTANDING

July 2, 2015

This Memorandum of Understanding (MOU), entered into by the County of San Diego (County), the San Diego Unified Port District (Port), the San Diego County Regional Airport Authority (Airport), and the incorporated cities of San Diego, Carlsbad, Chula Vista, Coronado, Escondido, Imperial Beach, La Mesa, San Marcos, Del Mar, El Cajon, Encinitas, Lemon Grove, National City, Oceanside, Poway, Santee, Solana Beach, and Vista (Cities), collectively called Copermittees, establishes the shared program responsibilities of each party with respect to compliance with the National Pollutant Discharge Elimination System (NPDES) stormwater permit regulations administered by the United States Environmental Protection Agency (U.S. EPA) under the authority granted by the Federal Water Pollution Control Act (Clean Water Act) 33 USCA 1251 et seq. as amended.

RECITALS

WHEREAS, in 1987 Congress amended Section 402 of the Federal Water Pollution Control Act (33 USCA §1342p) to require the U.S. EPA to promulgate regulations for applications for permits for stormwater discharges; and

WHEREAS, the U.S. EPA adopted final permit regulations on November 16, 1990; and

WHEREAS, these permit regulations require the control of pollutants from stormwater discharges by requiring an NPDES permit, which would allow the lawful discharge of stormwater into waters of the United States; and

WHEREAS, the County, the Port, the Airport, and the Cities desire to implement an integrated stormwater management program with the objective of improving surface water quality in the County of San Diego, but do so without waiving and expressly subject to any and all objections and appeals made by any Copermittee in response to any NPDES Permit; and

WHEREAS, the California State Water Resources Control Board (CSWRCB) as designee of the U.S. EPA has delegated authority to the San Diego Regional Water Quality Control Board (Regional Board) for administration of the NPDES stormwater permit within the boundaries of its region; and

WHEREAS, on, May 8, 2013, the Regional Board issued an NPDES permit as Order No. R9-2013-0001 (Permit) governing waste discharge requirements for stormwater and urban runoff from the County, the Port, the Airport, and the Cities, naming these entities as Copermittees; and

WHEREAS, said Permit requires that the Copermittees cooperate in the implementation of various Urban Runoff Management Plans;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. DEFINITIONS

At Large means representing all of the Copermittees of this MOU.

Chair means presiding over and providing leadership and direction to a Working Body. This includes serving as a point of contact to external entities such as Regional Board staff, stakeholders, and industry groups, soliciting group input on and developing meeting content, facilitating meetings, and coordinating with the Secretary or Working Body Support staff to finalize work products for distribution to the Working Body. Chair responsibilities may also be divided between Co-Chairs.

Contract Administration means developing, soliciting, awarding, and managing contracts.

Consensus means general agreement reached between the participants of a Working Body.

Direct Costs mean those costs directly related to the development of a work product, or to the performance of a particular function or service. Direct Costs may include the wages of Copermittee employees engaged in an activity and the cost of materials or supplies needed to support that activity. Depreciation, equipment, and office space are not considered Direct Costs.

Fiscal Year starts on July 1 and ends on June 30 of the following year.

General Programs are collaborative urban runoff management activities which are (1) mandated by or necessary to implement requirements of the Permit, (2) necessary to anticipate the requirements, or prepare for renewal, of the Permit, (3) required to comply with Regional Board Orders or other directives required of Copermittees as dischargers of urban runoff (e.g., 13267 Orders, Total Maximum Daily Loads, etc.), or (4) other urban runoff management activities conducted with the unanimous approval of Copermittees sharing the cost or responsibility.

In-kind Contribution means a non-monetary contribution that can be used to satisfy an equivalent monetary obligation. Examples of In-kind Contributions are equipment or services provided for use.

Program Planning Subcommittee is composed as described in Section III.C.4 and 5.

Regional General Programs are activities that apply to all Copermittees, or that provide a regional benefit to Copermittees as determined by the Regional Management Committee.

Regional Principal Permittee is the County of San Diego unless another Regional Principal Permittee is selected in accordance with Section III.B.5. In addition to the responsibilities of all Copermittees described in Section II, the Regional Principal Permittee provides general coordination for the development and implementation of Regional General Programs, including the specific tasks and responsibilities described in Section III.A.1.b.

Regional Stormwater Management Committee or Management Committee is composed as described in Section III.B.2.

Representative means a Copermittee staff member or consultant who serves as a point of contact and/or participant in the activities of a Working Body on behalf of the Copermittee. Except as described in Section III.B (Regional Stormwater Management Committee), Representatives are not required to attend meetings, but are expected to maintain a reasonable knowledge of, and involvement in, the activities of the Working Body. To the best of their ability each Copermittee Representative should have expertise and knowledge in the subject matter of each applicable Working Body.

Secretary means a person who takes responsibility for the records, correspondence, minutes or notes of meetings, and related affairs of a Working Body. This includes: maintaining group contact lists; preparing and sending out meeting notifications and agendas; arranging for meeting rooms and

equipment; taking, preparing, and finalizing meeting minutes or notes; and, coordinating with the Chair or Working Body Support staff to organize and distribute work products to the Working Body.

Simple Majority means at least one-half (50%) of applicable Copermittees, rounded up to the nearest integer, or plus one where the number of Copermittees is even. For the purposes of this MOU, a simple majority may never be less than three Copermittees.

Special Formula means any cost share formula that differs from the Default Formula in the selection or weighting of individual factors or in the methodology used to calculate one or more of them.

Three-fourths Majority means at least three-fourths (75%) of applicable Copermittees, rounded up to the nearest integer. For the purposes of this MOU, a Three-fourths Majority may never be less than three Copermittees.

Two-thirds Majority means at least two-thirds (67%) of applicable Copermittees, rounded up to the nearest integer. For the purposes of this MOU, a Two-thirds Majority may never be less than three Copermittees.

Urbanized Land Area means the total of all SANDAG land uses within the geographic area, subject to the cost share, excepting therefrom, the following coded land uses: 1403 Military Barracks; 4102 Military Airports; 6700 Military Use; 6701 Military Use; 6702 Military Training; 6703 Military Weapons; 7209 Casinos; 7603 Open Space Reserves, Preserves; 7609 Undevelopable Natural Areas; 9200 Water; 9201 Bays, Lagoons; 9202 Inland Water; and 9300 Indian Reservations.

Watershed Copermittee means any Copermittee that is identified both as a Copermittee under Table 1.a and a Responsible Copermittee under any Watershed Management Area as defined in Table B-1 of the Permit.

Watershed General Programs are activities that apply to the Copermittees comprising any individual Watershed Management Area (WMA) defined in Table B-1 of the Permit, or providing a general benefit to Copermittees within the WMA as determined by a Watershed Workgroup.

Working Body means Committees, Subcommittees, Workgroups, Sub-workgroups, or any other group of Copermittees' employees assembled to conduct specific tasks required by, for, or in furtherance of, compliance with the Permit.

Working Body Support means those tasks associated with carrying out the responsibilities of the Working Body. This includes researching, drafting, modifying, and finalizing work products such as work plans, budgets, and meeting materials. Working Body Support does not include chairing or co-chairing meetings or tasks that are equitably divided amongst the Representatives of the Working Body. Working Body Support tasks are reimbursable, and may be contracted by any participating Copermittee.

II. RESPONSIBILITIES OF ALL COPERMITTEES

The following apply to General Programs.

A. Performance and Reimbursement of Tasks

1. Any individual Copermittee performing tasks necessary to fulfill budgeted General Program responsibilities for a Working Body is entitled to reimbursement of the costs incurred in accordance with section II.B.
2. Any Copermittee performing contract administration tasks to fulfill budgeted General Program responsibilities for a Working Body is entitled to reimbursement of contract

management costs at a rate of 5% of the total contract cost or as otherwise agreed on by the participating Copermittees.

3. Any Copermittee performing tasks other than contract administration or voluntarily serving as a Working Body Chair, Co-chair, or Secretary, is entitled to reimbursement of the Direct Costs of performing those services in accordance with section II.B.
4. A Copermittee shall not be obliged to conduct work, enter into any contract, continue with any work or contract, or incur any other cost on behalf of other Copermittees if each Copermittee has not contributed the funds that it is obliged to contribute toward the activity or program, or if the Copermittee has not received adequate assurances that such funds will be received before payments become due. The Copermittee shall have sole discretion to determine whether assurances that require funds will be timely received or adequate.
5. A member of a Working Body providing Working Body Support may terminate those obligations for convenience, but shall first make a good faith effort to carry out or transfer existing responsibilities to another party.

B. Fiscal Responsibilities

1. Division of Shared General Program Costs
 - a. Prior to the allocation of shared costs, each proposed or approved budget task or sub-task shall be identified as either a Regional General Program cost or a Watershed General Program cost, and the Copermittees sharing that cost shall be identified. The cost of any particular budget element shall be subject to the approval of only the Copermittees to which it applies. The associated costs shall be divided among participating Copermittees as described below.
 - (1) Default Formula. Shared costs shall be divided according to a Default Formula of 45% Urbanized Land Area, 45% Population, and 10% Equal Division unless a Special Formula is approved by the Copermittees to which the cost applies.
 - (a) Population costs shall be divided among the Copermittees as follows: Whenever any geographic portion of the Port or Airport jurisdiction(s), respectively, lies(s) within the geographic area to which the shared program or activity is applicable, the Port or Airport, respectively, will each pay a fixed 0.5% of total Population costs. The remaining percentage of the population costs shall be divided among Copermittees by dividing the total population of each Copermittee by the combined total Copermittee population within the geographic area applicable to the shared program or activity. These percentages shall be calculated using the most recently available population data available from the San Diego Association of Governments (SANDAG), unless more recent data are available from an equivalent source such as the U.S. Census Bureau, and are determined to be acceptable by the Copermittees sharing the cost.
 - (b) Urbanized Land Area costs shall be divided among Copermittees by dividing the total Urbanized Land Area of each Copermittee by the combined total Urbanized Land Area of all participating Copermittees within the geographic area applicable to the shared program or activity. Urbanized Land Area shares shall be calculated using the most recently available San Diego Association of Governments (SANDAG) land use statistics. The Urbanized Land Area share for the County shall include those urbanized lands in the unincorporated portion of the County that are

west of the County Water Authority (CWA) service area boundary as it exists on the date of this MOU or as formally amended by the CWA.

- (c) Ten Percent (10%) of the total cost to be shared shall be divided equally amongst all of the Copermittees.
- (d) Modification of the Default Formula requires the unanimous vote of all Copermittees. For cost sharing that applies only to a group that contains fewer than all Copermittees, a unanimous vote is required of all affected Copermittees.

(2) Special Formulas.

Special Formulas may be applied to any shared Regional or Watershed General Program cost, and require the unanimous vote of the Copermittees participating in the cost.

- (3) In-kind Contributions. Subject to approval by the Copermittees participating in a particular shared General Program budget, a Copermittee may provide an in-kind contribution of equal value rather than a monetary contribution toward all or part of the cost of an activity. Copermittee in-kind contributions may include Working Body Support.

2. Work Plans and Shared Cost Budgets

a. Limitations on Cost-sharing

General Program activities that may be cost-shared by the Copermittees include collaborative urban runoff management activities which are (1) mandated by or necessary to implement requirements of the Permit, (2) necessary to anticipate the requirements, or prepare for renewal, of the Permit, (3) required to comply with Regional Board Orders or other directives required of Copermittees as dischargers of urban runoff (e.g., 13267 Orders, Total Maximum Daily Loads, etc.), or (4) other urban runoff management activities conducted with the unanimous approval of Copermittees sharing the cost or responsibility.

Examples of such activities include:

- (1) Development or implementation of any program requirements of the MS4 Permit, such as, the BMP Design Manual, regional education and outreach, or Water Quality Improvement Plans;
- (2) Public participation activities, such as facilitating public meetings and workshops;
- (3) Program assessment;
- (4) Plan updates;
- (5) Water quality monitoring, assessment and reporting;
- (6) Annual reporting, including establishment and management of data and information clearinghouses;
- (7) Preparation of technical analyses, recommendations and comments regarding the MS4 Permit, total maximum daily loads, and other relevant storm water quality regulations;

- (8) Preparation of documents required by the MS4 Permit, such as Reports of Waste Discharge; and
- (9) Special studies related to storm water quality-related pollutants, their sources, and potential best management practices.

b. Regional Work Plans and Shared Cost Budgets

1. No later than October 31st of each year, each Regional Working Body shall prepare and submit to the Planning Subcommittee a Work Plan and Shared Costs Budget for the upcoming Fiscal Year.
2. Each Work Plan shall identify the parties that will serve as a Working Body Chair, Co-chair, or Secretary for the upcoming Fiscal Year. These assignments will be served on a fiscal year basis, and shall be for a minimum term of one year.
3. A Copermittee may not be compelled to act, or continue acting, as a Working Body Chair, Co-chair, or Secretary, and may at any time terminate an existing assignment. Before doing so, the Copermittee shall first make a good faith effort to carry out or transfer existing responsibilities.
4. Each budget shall describe major tasks, schedules, and projected costs, which Copermittees will provide Working Body Support, Contract Administration, in-kind contributions, and any other information applicable to regional general program costs.
5. To ensure that each Copermittee governing body has sufficient time to consider fiscal impacts, the Planning Subcommittee shall prepare a consolidated draft Regional Work Plan and Shared Costs Budget no later than December 31st of each year for the regional general programs. After consideration of comments and discussion, a final Regional Work Plan and Shared Costs Budget shall be prepared, approved by the Management Committee, and distributed to the Copermittees no later than January 31st of each year. The consolidated Regional Work Plan and Shared Costs Budget shall also identify the party or parties serving as Regional General Program operations fund managers.
6. Modifications to any adopted Regional Work Plan and Shared Costs Budget that will result in an overall increase in cost require the approval of the Regional Management Committee.

c. Watershed Work Plans and Shared Cost Budgets

1. Each Watershed Workgroup, for which costs will be shared, shall prepare, adopt, and distribute to the participating Copermittees a Watershed Work Plan and Shared Costs Budget.
2. Each Watershed Work Plan and Shared Costs Budget shall include a description of major tasks, schedules, and projected costs, and shall identify the Copermittees that will provide or contract services or incur other costs. It shall also identify the party or parties serving as Watershed General Program operations fund managers.
3. Modifications to any adopted Watershed Shared Costs Budget and Work Plan that will result in an overall increase in cost require the unanimous approval of the applicable Copermittees.

3. Cumulative Budget Limits

- a. The total Shared Cost Budget authorized under this MOU may not exceed the Cumulative Limits specified for each spending category in **Table 1**. These values represent the maximum amount that may be cost-shared for each spending category for the duration of this MOU. They do not represent funding commitments. Once a Cumulative Limit has been reached, the Copermittees must establish separate agreements for sharing additional costs for that budget category. The estimated annual limits shown for each fiscal year are for planning purposes only. Where an estimated annual limit is not reached in any fiscal year, the surplus amount may be carried over into subsequent fiscal years, so long as the Cumulative Limit is not exceeded. Budget limits apply only to their designated budget category. They may not be exchanged or credited across budget categories. Spending in each budget category may not exceed the applicable Cumulative Limit under any circumstances.

Table 1: Not-to-exceed Limits by Budget Category

Budget Category	Estimated Annual Spending Limits				Cumulative Limit
	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
1. Regional General Programs	\$1,782,597	\$900,200	\$1,000,200	\$900,200	\$4,583,197
2. Watershed General Programs					
a) San Luis Rey WMA	\$779,025	\$823,550	\$697,091	\$975,456	\$3,275,122
b) San Dieguito WMA	\$337,944	\$854,136	\$340,950	\$545,203	\$2,078,233
c) Los Penasquitos WMA	\$744,313	\$804,510	\$561,095	\$680,663	\$2,790,581
d) San Diego River WMA	\$1,151,733	\$742,219	\$574,802	\$800,161	\$3,268,915
e) San Diego Bay WMA	\$1,260,000	\$862,000	\$1,038,000	\$924,000	\$4,084,000
f) Tijuana River WMA	\$400,000	\$450,000	\$320,000	\$375,000	\$1,545,000
3. Total Not-to-exceed Amount	\$6,485,612	\$5,436,615	\$4,532,138	\$5,200,683	\$21,625,048

4. Management and Payment of Funds

- a. For Regional General Programs, the Copermittees shall each pay a yearly assessment into one or more Regional General Program operations funds for their respective portion of any Regional Shared Costs Budget approved pursuant to this MOU. The Regional General Program operations fund shall be managed by the Regional Principal Permittee, or any other Permittee on approval of the Copermittees.
- b. For Watershed General Programs, the applicable Watershed Copermittees shall each pay an assessment into one or more Watershed General Program operations funds for their assigned portion of any Watershed Shared Costs Budget approved pursuant to this MOU. Each Watershed General Program operations fund shall be managed

by the Watershed Lead Permittee, or any other Watershed Permittee on approval of the participating Copermittees.

- c. The Copermittee managing each General Program operations fund shall provide Budget Balance and Expenditure Status Reports following the end of each fiscal year. This shall include a detailed accounting of all costs and expenses in accordance with the adopted Work Plan and Shared Costs Budget, including those incurred by Copermittees providing Working Body Support, contracting services, in-kind services, or other applicable costs.
- d. Each Copermittee shall pay invoices within 60 days of receipt from the Copermittee managing the applicable General Program operations fund.
- e. Funds collected and not expended in any fiscal year shall be credited to the Copermittees' share of the next fiscal year's costs in accordance with the Copermittees' defined shared costs.
- f. Copermittees providing Working Body Support, Contract Administration, in-kind services, or incurring other budgeted costs on behalf of other Copermittees shall provide documentation of those expenses as requested by the Copermittee managing the applicable General Program operations fund. They shall only receive credit for those expenses if a detailed accounting of all costs and expenses meeting the minimum standards agreed upon by the Copermittees has been provided.
- g. Differences in the approved actual cost of expenses from those budgeted shall be either credited or added as appropriate to the amount of the Copermittee's share. In the event that any Copermittees' share of the next fiscal year's costs is less than the amount to be credited, the difference shall be refunded to the Copermittee. Refunds shall be provided to Copermittees no later than 90 days after final accounting.
- h. At its discretion, a Copermittee managing a General Program operations fund may, prior to the completion of a fiscal year, make payment to any Copermittee providing Working Body Support, Contract Administration, in-kind services, or incurring other budgeted expenditures on behalf of other Copermittees so long as all of the conditions of Section II B.4.f above have been satisfied and there are sufficient funds available to make a payment without requiring additional contributions or jeopardizing program objectives. If for some reason excess payment is made, the Copermittee receiving the payment agrees to return the additional payment without any recourse against the managing Copermittee.

III. REGIONAL GENERAL PROGRAMS

In addition to the requirements of Section II, the following apply to Regional General Programs.

A. Regional Principal Permittee

1. The County is hereby designated Regional Principal Permittee (Principal Permittee).
 - a. The County or any other Copermittee may not be compelled to act, or continue acting, as Principal Permittee. A Copermittee may at any time terminate its assignment as Principal Permittee, but shall first make a good faith effort to carry out or transfer existing responsibilities.
 - b. In addition to the responsibilities of all Copermittees described in Section II, the Principal Permittee shall provide general coordination for the development and

implementation of Regional General Programs, including the following tasks and responsibilities:

- (1) Establish, chair, and provide overall coordination and leadership of the Regional Stormwater Management Committee (Management Committee) and the Regional Program Planning Subcommittee (Planning Subcommittee).
- (2) Maintain a current contact list of Copermittees and interested parties.
- (3) Maintain knowledge of and advise the Copermittees regarding current and proposed state and federal policies, regulations, and other NPDES programs; assist the Copermittees in the development and presentation of positions on these issues before local, state, and federal agencies.

B. Regional Stormwater Management Committee

1. The purpose of the Regional Stormwater Management Committee (Management Committee) is to provide a public forum for the development, approval, and coordination of urban runoff management programs, and for the exploration of issues of regional significance.
2. The Management Committee shall consist of one Representative of each Copermittee. Each Copermittee shall have one vote.
3. The Management Committee shall meet at least annually.
4. At a minimum, the Management Committee shall have the following responsibilities:
 - a. Address common issues, promote consistency among jurisdictional and watershed programs, and plan and coordinate activities required under the Permit;
 - b. Develop, implement, and arrange for implementation of Regional General Programs;
 - c. Provide a general forum for informing and receiving input from stakeholders and interested parties;
 - d. Provide a forum for public participation in the development and implementation of regional urban runoff management programs and activities;
 - e. Establish or modify Working Bodies to review specific issues, make recommendations, or conduct work in support of shared regional priorities or objectives;
 - f. Formally approve the recommendations, work products, and deliverables of Working Bodies presented for consideration;
 - g. Adopt an Annual Regional Work Plan and Shared Costs Budget in accordance with the budgetary limits set forth in Table 1;
 - h. Approve an Annual Regional Work Plan and Shared Costs Budget; and
 - i. Approve year-end Budget Balance and Expenditure Status Reports.
5. The Management Committee shall be chaired by the Principal Permittee, or may alternatively be chaired or co-chaired by any other Copermittee. A reassignment or change in the responsibilities of the Principal Permittee requires a three-fourths majority approval of all Copermittees.
6. Voting Requirements for the Management Committee

- a. For a meeting or a vote to be held, a quorum of a Two-thirds Majority of voting representatives of the Management Committee must either be present or participate remotely via legally acceptable electronic communication (telephone, voice over internet protocol, etc.).
 - b. Management Committee voting shall not be conducted outside of meetings (e.g., by email).
 - c. For a motion to be approved, an affirmative vote of a Simple Majority of the Management Committee is needed.
 - d. On approval of the Management Committee, activities undertaken by a subset of Copermittees, but providing a regional benefit to Copermittees, may be considered Regional General Programs.
 - e. Approval of any shared cost requires a unanimous vote of all Copermittees participating in the cost.
7. Meetings of the Management Committee, including any closed sessions with legal counsel, shall be conducted in accordance with the “Brown Act” (Government Code Section 54950 et seq.). Except for official meetings of the Management Committee, nothing herein shall be interpreted to require meetings between staff members of the individual Copermittees (including designated representatives of the Copermittees) to be subject to the Brown Act, where the Brown Act would not otherwise apply.

C. Regional Program Planning Subcommittee

1. The purposes of the Regional Program Planning Subcommittee (Planning Subcommittee) shall be to provide regional coordination of urban runoff management activities, to develop and implement Regional General Programs, and to coordinate the activities of Working Bodies.
2. At a minimum, the Planning Subcommittee shall have the following responsibilities:
 - a. Serve as an intermediary between the Management Committee and other Copermittee Working Bodies;
 - b. Plan and coordinate Management Committee meetings;
 - c. Establish or modify Regional Workgroups to review specific issues, make recommendations, or conduct work in support of shared regional priorities or objectives;
 - d. Oversee, coordinate, and track the progress of As-Needed Regional Workgroups in developing specific work products, responding to information requests, and completing tasks;
 - e. Establish and maintain a calendar of Copermittee meetings and events;
 - f. Conduct regional program planning including developing an Annual Regional Work Plan and Shared Costs Budget for Management Committee consideration and approval;
 - g. Review and recommend Management Committee approval of work products, recommendations, and requests of Regional Workgroups for consideration and approval;
 - h. Annually receive, review, comment on, and consolidate the recommended Work Plans and Shared Costs Budgets of each Regional Workgroup;
 - i. Coordinate and liaise with Regional Board staff, stakeholders, regulated parties, and other interested parties to identify and explore key regional issues and concerns.
 - j. Provide Representation to the California Stormwater Quality Association (CASQA);

- k. Provide representation or participation for other professional organizations and societies as appropriate and feasible;
 - l. Provide regular updates to Copermittees and interested parties via Management Committee meetings or other appropriate means (e-mail, etc.); and
 - m. Provide subject area input as needed for the development, implementation, review, and revision of General Programs, and the development of associated reports and work products.
3. The Planning Subcommittee shall be chaired by the Principal Permittee, or may alternatively be chaired or co-chaired by any other Copermittee upon approval of the Management Committee.
 4. Planning Subcommittee meetings shall be open to all Copermittees; however, voting membership in any year shall be limited to one representative of each Watershed Management Area (WMA) listed in Permit Table a.1 except the South Orange County WMA. Any Copermittee may only represent one WMA. For each fiscal year, each WMA will designate a Copermittee as a voting member of the Planning Subcommittee prior to the beginning of that fiscal year. Each WMA may also designate an alternate voting member.
 5. Each voting member shall be considered an at-large member. Their purpose is to represent the interests of all Copermittees of this MOU rather than those of their specific WMAs.
 6. The Planning Subcommittee may not alter the responsibilities of, or impose new fiscal obligations on, any Copermittee or Working Body, except as approved by the Management Committee. However, the Planning Subcommittee may approve changes to approved Annual Regional Work Plans and Shared Costs Budgets within approved annual budget limits.
 7. Voting Requirements for the Planning Subcommittee:
 - a. The Planning Subcommittee shall only make advisory recommendations for items requiring Management Committee approval.
 - b. The Planning Subcommittee may use any voting methodology it deems appropriate to develop advisory recommendations or conduct other business, and, shall present minority or dissenting recommendations for consideration by the Management Committee as applicable.
 - c. Except as prohibited by law, the Planning Subcommittee may conduct votes outside of meetings (e.g., by e-mail) as appropriate.
 8. Meetings of the Planning Subcommittee, including any closed sessions with legal counsel, shall be conducted in accordance with the "Brown Act" (Government Code Section 54950 et seq.). Except for official meetings of the Planning Subcommittee, nothing herein shall be interpreted to require meetings between staff members of the individual Copermittees (including designated representatives of the Copermittees) to be subject to the Brown Act, where the Brown Act would not otherwise apply.

D. Regional Workgroups

1. The purpose of Regional Workgroups is to provide staffing and perform tasks and develop work products requested by the Regional Management Committee or the Regional Program Planning Subcommittee, and provide related coordination of activities and work products with stakeholders and interested parties. Regional Workgroups are advisory to the Management Committee through the Planning Subcommittee.
2. Copermittee participation on Regional Workgroups is voluntary.

3. No minimum meeting frequency is required. The Regional Workgroups shall meet as necessary to coordinate the performance of specified work products as staff to implement the Permit.
4. At a minimum, each Regional Workgroup shall have the following responsibilities:
 - a. Facilitate consistency in the development, implementation, review, and revision of General Programs, and develop associated reports and work products.
 - b. By October 31st of each year, prepare and submit to the Planning Subcommittee a recommended Work Plan for the activities of the Workgroup in the ensuing fiscal year. This shall include a description of major tasks, deliverables, and projected schedules, and the assignment and/or division of responsibilities for task completion.
 - c. Provide subject area input to other Regional Workgroups as needed.
As necessary, coordinate and liaise with Regional Board staff, stakeholders, regulated parties, and other interested parties regarding applicable tasks.
5. Voting Requirements for Regional Workgroups
 - a. Regional Workgroups shall make consensus support staff recommendations to the Planning Subcommittee, who shall in turn make recommendations for formal votes to the Management Committee.
 - b. Regional Workgroups may use any voting methodology they deem appropriate to develop consensus, and, as applicable, shall present minority or dissenting recommendations for consideration.
 - c. Regional Workgroups may conduct votes outside of meetings (e.g., by email) as appropriate.

IV. WATERSHED GENERAL PROGRAMS

The following apply to Watershed General Programs.

A. Watershed Workgroups

1. The purpose of Watershed Workgroups is to allow Copermittees within a Watershed Management Area to share costs for watershed activities and programs. Watershed Workgroups may use this MOU to share costs for convenience, but are not required to do so.
2. No action is required for the Copermittees within a Watershed Management Area to establish a Watershed Workgroup.
3. Watershed Workgroups may share costs as part of this MOU up to the cumulative limits identified in Table 1. These values represent the maximum amount that may be cost-shared by a Watershed Workgroup for the duration of this MOU. They do not represent funding commitments. Once a cumulative limit has been reached, the Watershed Copermittees must establish separate agreements for sharing additional costs. Costs that may be shared by Watershed Workgroups are identified in section II.B.2.a.
4. Management and payment of funds by Watershed Workgroups shall be conducted in accordance with the requirements of section II.B.4. Any Watershed Copermittee may manage a Watershed General Program operations fund.
5. No minimum meeting frequency is required for any Watershed Workgroup. The Watershed Workgroups shall meet as necessary to coordinate the performance of specified work tasks as staff to implement the Permit.

6. On approval of the Watershed Workgroup, activities undertaken by a subset of Watershed Copermittees, but providing a general benefit to Copermittees within the WMA, may be considered Watershed General Programs.
7. Watershed Workgroups may use any method they deem appropriate to conduct votes or develop consensus. However, the following requirements shall apply for any vote to share costs:
 - a. The voting membership of each Watershed Workgroup shall consist of one designated voting representative for each Watershed Copermittee participating in the cost; and
 - b. For a vote to pass, an affirmative vote of all Copermittees participating in the cost is needed.
8. Meetings of any Watershed Workgroup, including any closed sessions with legal counsel, shall be conducted in accordance with the "Brown Act" (Government Code Section 54950 et seq.) as applicable. Except for official meetings of a Watershed Workgroup, nothing herein shall be interpreted to require meetings between staff members of the individual Copermittees (including designated representatives of the Copermittees) to be subject to the Brown Act, where the Brown Act would not otherwise apply.

V. DISPUTE RESOLUTION

Should a dispute arise among any of the parties regarding any matter related to this MOU, the parties agree to first meet and confer in good faith to attempt to resolve the dispute. If that fails to resolve the dispute, they shall submit the matter to mediation.

1. **Mandatory Non-binding Mediation.** If a dispute arises out of, or relates to this MOU, or the breach thereof, and if the dispute cannot be settled through normal contract negotiations, the Parties agree to attempt to settle the dispute in an amicable manner, using mediation under the Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed to by the parties. A mediation session is required before having recourse in a court of law. The cost of mediation shall be borne by the parties equally.
2. **Selection of Mediator.** A single Mediator that is acceptable to all Parties shall be used to mediate the dispute. The Mediator may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party.
3. **Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions in the mediation process will be confidential settlement negotiations under Ca. Evidence Code section 1152. The Parties may agree to exchange any information they deem necessary.
 - a. Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present.
 - b. Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

VI. GENERAL PROVISIONS

A. Term of Agreement

1. This MOU shall become effective on the date the last party executes the MOU.
2. The life of the MOU shall run through August 2019, or with the life of the current Permit plus twelve months, whichever is longer. For purposes of this paragraph, any permit renewal or replacement after May 2019 shall be considered a new permit; any earlier amendment of the Permit increasing the obligations of the Regional Principal Permittee or a Watershed Lead Permittee may at that Copermittee's sole option, be declared to be a new permit; and the Management Committee shall determine whether any other earlier amendment to the Permit is of such significance as to effectively be a new Permit.

B. Withdrawal of Copermittee

1. Participation in this MOU may be withdrawn by any Copermittee for any reason only after the Copermittee complies with all of the following conditions of withdrawal:
 - a. The Copermittee shall notify all of the other Copermittees in writing 90 days prior to its intended date of withdrawal.
 - b. Any expenses associated with withdrawal, including but not limited to, filing and obtaining the withdrawing Copermittee's individual NPDES permit and the amendment of the Permit will be solely the responsibility of the withdrawing Copermittee.
 - c. The withdrawing Copermittee shall be responsible for their portion of any shared costs incurred according to the conditions of this MOU up to the time that each of the conditions in Section VI.B.1.a. has been met.
 - d. Any monies paid by withdrawing Copermittee in excess of the amount due under the terms of the MOU shall be refunded to the Copermittee at the time the withdrawal becomes final as set forth in Section VI.B.1.a.
 - e. The withdrawing Copermittee shall not be entitled to participate in the division of proceeds in any reserve fund account when the MOU is dissolved.

C. Non-Compliance with MOU Requirements

1. Any participant to this MOU found to be in non-compliance with the conditions of this MOU shall be solely liable for any lawfully assessed penalties resulting from such non-compliance. Failure to comply with MOU conditions within specified or agreed upon timelines shall constitute non-compliance with the MOU.
2. Limitations on Use of Funds. Notwithstanding the rights and obligations of the Parties created by this MOU, no Party may be found in breach of this MOU where compliance would require that Party to violate any law or grant assurance, including but not limited to provisions of the Federal Aviation Administration 1999 Policy and Procedure Concerning the Use of Airport Revenue [64 Fed. Reg. 7696, dated Feb. 16, 1999]; the Airport and Airway Improvement Act of 1982 codified at 49 U.S.C. § 47107(b); the Federal Aviation Administration Authorization Act of 1994, P.L. 103-305 (Aug. 23, 1994); the Airport Revenue Protection Act of 1996, Title VIII of the Federal Aviation Administration Act of

1996, P.L. 104-264 (Oct. 9, 1996), 110 Stat. 3269 (Oct. 9, 1996); 49 U.S.C. § 46301(n)(5); and 49 U.S.C. § 47133. The Parties recognize that the Authority has received federal Airport Improvement Project (“AIP”) grants containing grant assurance 25, which provides: “All revenues generated by the airport . . . will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport.”

D. Amendments to the Memorandum of Understanding

This MOU may be amended only by unanimous consent of all Copermittees. No amendment shall be effective unless it is in writing and signed by the duly authorized representatives of the Copermittees.

E. Governing Law

This MOU shall be governed and construed in accordance with the laws of the State of California. If any provision or provisions shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The headings used throughout this MOU are for convenience only and do not in any way limit or amplify the terms or provisions of the MOU.

F. Consent and Breach Not Waiver

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Copermittee to have waived or consented. Any consent by any Copermittee to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

G. No Indemnification

1. Each Copermittee shall have the sole responsibility to comply with the Permit.
2. Each Copermittee shall pay all fines, penalties, and costs which may arise out of such Copermittee’s non-compliance with the Permit.
3. By entering into this MOU, no Copermittee assumes liability for claims or actions arising out of the performance of any work or actions or omissions, by any other Copermittee, its agents, officers, and employees under this MOU.
4. By entering into this MOU, each Copermittee agrees to defend itself from any claim, action or proceeding arising out of the acts or omissions of itself and retain its own legal counsel, and bear its own defense costs.

H. Application of Prior Agreements

This MOU constitutes the entire Agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

I. Right to Audit

Each Party retains the right to review and audit, and the reasonable right of access to other Parties' respective premises to review and audit the other Parties' compliance with the provisions of this MOU (Party's Right). The Party's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Parties' premises, of any and all records, including any and all books, records, and documents, related to this MOU with appropriate safeguards, if such retention is deemed necessary by the auditing Party in its sole discretion. This information shall be kept by the auditing Party in the strictest confidence allowed by law.

J. Execution of Agreement

This MOU may be executed in counterpart and the signed counterparts shall constitute a single instrument. In the event that any Copermittee is unable to execute this amendment prior to August 31, 2015, execution of this amendment after that date shall constitute ratification of this amendment, and the MOU and extensions shall be in effect once all signatures are obtained.

Except as hereinabove amended, the National Pollutant Discharge Elimination System, San Diego Regional Stormwater Copermittees, Memorandum of Understanding shall remain in full force and effect. In the event of a conflict between the provisions of the MOU and those of this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, this Third Amendment to MOU is executed as follows:

Date:

Andy Hall
City Manager
City of Imperial Beach, Copermittee



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AD FOR AH*
MEETING DATE: AUGUST 5, 2015
ORIGINATING DEPT.: CITY ADMINISTRATION *em*
SUBJECT: CONSIDERATION OF A FRIENDSHIP AGREEMENT WITH PLAYAS DE ROSARITO TO ESTABLISH GREATER GOODWILL AND COOPERATIVE FRIENDSHIP AND ADOPTION OF RESOLUTION NO. 2015-7613 AUTHORIZING EXECUTION OF THE AGREEMENT

EXECUTIVE SUMMARY:

On Monday, May 4, 2015, Playas de Rosarito Mayor Silvano Abarca hosted Mayor Serge Dedina for a tour of his City to share various projects and works being done in Playas de Rosarito in the hopes that news will spread about all the good things happening in his community. City Council is asked to consider approving Resolution No. 2015-7613 authorizing execution of a Friendship Agreement with Playas de Rosarito, which doesn't commit the City to any financial or legal obligations but will hopefully enhance the cross border relationship of two beach communities and holds the potential for heightening Imperial Beach's position in the tourism community.

RECOMMENDATION:

That the City Council adopt Resolution No. 2015-7613 authorizing execution of a Friendship Agreement with Playas de Rosarito to establish greater goodwill and cooperative friendship.

RATIONALE:

Imperial Beach and Playas de Rosarito share similar geography in that they are border region beach communities. The Friendship Agreement's intention is to encourage strengthening relationships for the people of both cities at the social, educational, cultural and economic levels by encouraging growth of each city through youth exchanges, cultural and artistic development, tourism and other important opportunities that will be beneficial to their respective communities.

OPTIONS:

- Adopt Resolution No. 2015-7613 authorizing the Mayor to sign the Friendship Agreement in English and Spanish
- Provide direction to the City Manager to take a specific action
- Request additional information and an additional report

BACKGROUND:

Tourism marketing is a priority for Playas de Rosarito and to that effect, Mayor Silvano Abarca has been hosting promotional tours of Rosarito to various Southern California cities including the City of San Diego, Chula Vista, National City and others. He has been working to improve the image of Playas de Rosarito and to increase tourism for his city. On Monday, May 4, 2015, Rosarito Mayor Abarca hosted Mayor Serge Dedina for a tour of the City to share various projects and works being done in Playas de Rosarito in the hopes that news will spread about all the good things happening in his community.

The City will be hosting Rosarito Mayor Abarca for an Imperial Beach tour of the Tijuana Estuary and Lifeguard Tower scheduled tentatively for August 18, 2015.

ANALYSIS:

Tourists to Playas de Rosarito often may combine a stay for a portion of their vacation on the United States side of the border providing a potential benefit to Imperial Beach. Signing this Friendship Agreement, while not committing the City to any financial or legal obligations, enhances the cross border relationship of two beach communities and holds the potential for heightening Imperial Beach's position in the tourism community.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

No Fiscal Impact to the City.

Attachments:

1. Resolution No. 2015-7613
2. Friendship Agreement in English
3. Friendship Agreement in Spanish

RESOLUTION NO. 2015-7613

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING SIGNATURE OF A FRIENDSHIP AGREEMENT WITH PLAYAS DE ROSARITO TO ESTABLISH GREATER GOODWILL AND COOPERATIVE FRIENDSHIP

WHEREAS, Imperial Beach and Playas de Rosarito share similar geography in that they are border region beach communities; and

WHEREAS, the Friendship Agreement's intention is to encourage strengthening relationships for the people of both cities at the social, educational, cultural and economic levels by encouraging growth of each city through youth exchanges, cultural and artistic development, tourism and other important opportunities that will be beneficial to their respective communities; and

WHEREAS, tourists to Playas de Rosarito often may combine a stay for a portion of their vacation on the United States side of the border providing a potential benefit to Imperial Beach; and

WHEREAS, signing a Friendship Agreement with Playas de Rosarito enhances the cross border relationship of two beach communities and holds the potential for heightening Imperial Beach's position in the tourism community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the Mayor is authorized to sign a Friendship Agreement with Playas de Rosarito in English and Spanish.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 5th day of August 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

**ESTABLISHMENT OF COOPERATIVE FRIENDSHIP
BETWEEN THE MAYORS OF
PLAYAS DE ROSARITO, BAJA CALIFORNIA, MEXICO
AND
IMPERIAL BEACH, CALIFORNIA, UNITED STATES**

Whereas, the mayors of cities in the United States and Mexico have a long tradition of friendship and cooperation that encourages cultural and commercial exchanges between the people of our countries; and,

Whereas, the cities of **Playas de Rosarito** and **Imperial Beach** share similar geography; and,

Whereas, democratic ideals are deeply rooted in the Mayors of both cities and present an opportunity for each to promote good will; and,

Whereas, both Mayors recognize and acknowledge the existing relationships between **Playas de Rosarito** and **Imperial Beach**, and value strengthening those relationships for the people of both cities at the social, educational, cultural and economic levels; and,

Whereas, both Mayors encourage the growth of the relationship between the two cities through youth exchanges, cultural and artistic developments, tourism and other important activities that will be beneficial to their respective communities; and,

Whereas, the Mayors look forward to a deeper understanding of each other's customs and traditions, and finding common elements that link the two communities, as both **Playas de Rosarito** and **Imperial Beach** are ready for growth in many areas and can work together to achieve common goals.

Now, therefore, let it be known, the Mayors look forward to further collaboration in establishing greater goodwill and cooperative friendship between the **City of Playas de Rosarito** and the **City of Imperial Beach**, signed in the **City of Imperial Beach, California, United States on August ___ of 2015.**

MAYOR Serge Dedina

CITY OF IMPERIAL BEACH, CA

MAYOR Silvano Abarca Macklis

CITY OF PLAYAS DE ROSARITO, BC

**ESTABLECIMIENTO DE AMISTAD Y COOPERACIÓN
ENTRE LOS ALCALDES DE
PLAYAS DE ROSARITO, BAJA CALIFORNIA, MÉXICO
Y
IMPERIAL BEACH, CALIFORNIA, ESTADOS UNIDOS**

Considerando que, los Alcaldes de las ciudades de Estados Unidos y México comparten una gran tradición de amistad y cooperación, que fomenta los intercambios culturales y comerciales entre nuestros ciudadanos; y,

Considerando que, las ciudades de **Playas de Rosarito** e **Imperial Beach** cuentan con un espacio geográfico similar; y,

Considerando que, los ideales democráticos de los Alcaldes de ambas ciudades están profundamente arraigados y presentan una gran oportunidad para promover buena voluntad entre cada uno; y,

Considerando que, ambos Alcaldes reconocen y admiten las existentes relaciones entre **Playas de Rosarito** e **Imperial Beach**, y fortalecen estas relaciones en niveles sociales, educativos, culturales y económicos para los ciudadanos de ambas ciudades; y,

Considerando que, los Alcaldes fomentan la relación entre ambas ciudades mediante intercambios para jóvenes, desarrollo artístico y cultural, turismo y otras actividades importantes que beneficiarán a las ciudades correspondientes; y,

Considerando que, los Alcaldes buscan un mejor entendimiento de sus culturas y tradiciones, encontrando elementos en común que unan ambas comunidades. Tanto **Playas de Rosarito** como **Imperial Beach** están listas para crecer en distintas áreas y poder trabajar juntos para lograr metas en común.

Ahora, por lo tanto, que conste que los Alcaldes buscan una futura colaboración para establecer la buena voluntad y cooperación de amistad entre la ciudad de **Playas de Rosarito** y la ciudad de **Imperial Beach** , firmado en la ciudad de **Imperial Beach** , California, Estados Unidos el ____ de agosto del 2015.

ALCALDE Serge Dedina
CIUDAD DE IMPERIAL BEACH, CA

ALCALDE Silvano Abarca Macklis
CIUDAD DE PLAYAS DE ROSARITO, BC

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AGENDA ITEM NO. 5.1

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *SD for AH*

MEETING DATE: AUGUST 5, 2015

ORIGINATING DEPT.: CITY ADMINISTRATION *Ed*

SUBJECT: CONSIDERATION OF AN AMENDMENT OF AN OPERATING AGREEMENT WITH THE BOYS & GIRLS CLUB OF SOUTH COUNTY AND AN AMENDMENT OF A FIELD USE AGREEMENT WITH IMPERIAL BEACH LITTLE LEAGUE AND IMPERIAL BEACH GIRLS SOFTBALL LEAGUE TO MAINTAIN AND OPERATE RECREATIONAL FACILITIES OWNED BY THE CITY OF IMPERIAL BEACH, ADOPTION OF RESOLUTIONS 2015-7614 AND 2015-7615 AUTHORIZING EXECUTION OF AGREEMENTS AND DISCUSSION OF A FUNDING REQUEST BY BOYS & GIRLS CLUB

EXECUTIVE SUMMARY:

Boys & Girls Club Operating Agreement (Resolution No. 2015-7614)

Adoption of Resolution No. 2015-7614 would authorize the City Manager to execute an amendment and extension to the agreement between the City of Imperial Beach and the Boys & Girls Club of South County to operate and maintain the Imperial Beach Recreation Center, the Skate Park and associated amenities for an additional two (2) years. Maintenance of the Playground / Tot Lot and parking area would once again be the responsibility of the City as well as unlocking, locking and securing of the Skate Park gate. The Boys & Girls Club would lock and secure Skate Park on the weekdays at the appropriate time. Additionally, the hours of operation for the Recreation Center would change from Monday through Friday, 7 AM – 10 PM to Monday through Saturday, 2 PM – 8 PM, with the exception of any scheduled morning classes (e.g. Mommy & Me, Zumba, etc.).

With the adjustments that the Boys & Girls Club is requesting to their contract, the City will incur approximately \$4,000 in annual maintenance costs for the Playground / Tot Lot & parking area and the incidental cost of City staff unlocking the gate at Skate Park at the appropriate times. This is in addition to the budgeted \$50,000 to offset power and water costs for all the Sports Park facilities as well as the \$10,000 to be used for scholarships for lower income Imperial Beach residents which are both included in the 2015-2017 budget.

Boys and Girls Club Funding Request

Staff and the Boys & Girls Club had discussed one-time funding of \$50,000 to address a budget shortfall resulting from the provision of recreational programs for the City of Imperial Beach. On July 31, 2015, the Boys & Girls Club sent a letter requesting \$50,000 annually. Staff is requesting that the City Council receive a report from the Boys & Girls Club regarding their request. Following their report staff seeks the Council's direction to address the funding request by bringing any necessary amendments to implement Council's direction to a future Council meeting.

(continued on next page)

EXECUTIVE SUMMARY *(continued)*:

Imperial Beach Girls Softball & Imperial Beach Little League Field Use Agreement (Resolution No. 2015-7615)

Adoption of Resolution No. 2015-7615 would authorize the City Manager to execute an amendment and extension to the agreement between the City of Imperial Beach and the Imperial Beach Little League and Imperial Beach Girls Softball League to use, manage and maintain the ball fields located at the Sports Park facility. This amendment would extend the agreement for two (2) additional years. Collectively, the "Leagues" will provide the maintenance of the fields and schedule the use of the facilities concentrating primarily on the activities of the Little League and Girls Softball youth leagues. The Leagues have requested some minor changes to their contracts which are reflected in the amendment (e.g. allowing the Leagues to change locks on City facilities and providing keys or combinations to the City without preauthorization from the City).

RECOMMENDATION:

Staff is recommending that the City Council adopt Resolution No. 2015-7614 authorizing the City Manager to execute an amendment and extension to the agreement with the Boys & Girls Club to operate and maintain the Imperial Beach Recreation Center, Skate Park and associated amenities. Maintenance of the Playground / Tot Lot & parking area would once again be the responsibility of the City as well as unlocking, locking and securing of the Skate Park gate. The Boys & Girls Club would lock and secure Skate Park on the weekdays at the appropriate time. Additionally, the hours of operation for the Recreation Center would change from Monday through Friday, 7 AM – 10 PM to Monday through Saturday, 2 PM – 8 PM, with the exception of any scheduled morning classes (e.g. Mommy & Me, Zumba, etc.).

Staff is also seeking direction to address the Boys & Girls Club funding request by bringing any necessary amendments to implement the Council's direction to a future Council meeting.

Staff is further seeking approval of Resolution No. 2015-7615 that would authorize the City Manager to execute an amendment and extension to the agreement with the Imperial Beach Little League and Imperial Beach Girls Softball League to use and maintain the ball fields at the Sports Park facility with only minor changes to their agreement which are reflected in the amendment.

RATIONALE:

A well organized and effective recreation program is consistent with the Imperial Beach Mission Statement by providing a safe environment, family atmosphere and promotes cultural opportunities. During the summer of 2013, the City Council discussed various options for enhancing the Imperial Beach recreation program and operating the Imperial Beach Sports Park by finding a professional provider for recreation services.

After an RFP process, it was determined by a subcommittee of the City Council that the Boys & Girls Club has unique expertise and extensive experience in administering sports and recreation programs in addition to institutional knowledge obtained from operating sports and recreation programs throughout San Diego County. Further, the Club proposed to provide the residents of the City with more, and better, sports and recreation programs than are offered currently by the City and by City employees. Further discussions resulted in the fields being managed and maintained by the Imperial Beach Little League and Imperial Beach Girls Softball League (collectively the "Leagues").

OPTIONS:

- Adopt Resolution No. 2015-7614 and/or Resolution No. 2015-7615 authorizing the City Manager to sign amendments to the agreements with the Boys & Girls Club and/or Leagues.
- Instruct staff to address the funding request by bringing any necessary amendments to implement Council's direction to a future Council meeting.
- Provide direction to the City Manager to take a specific action.
- Request additional information and an additional report.

BACKGROUND:

Following an RFP process in early 2014, the City of Imperial Beach entered into agreements that allowed the Boys and Girls Club to maintain and operate the Imperial Beach recreation Center, Skate Park, Playground / Tot Lot and associated amenities and the Imperial Beach Little League and Imperial Beach Girls Softball League to use, maintain and operate the playing fields at the Imperial Beach Sports Park as recommended by a subcommittee of the City Council.

Both of the agreements were for one (1) year with the option to renew for two (2) additional two (2) year periods to correlate with the bi-annual budget cycle of the City. The Boys & Girls Club and Leagues have both chosen to exercise the renewal options with a few requested changes to the agreements.

The Boys & Girls Club, Imperial Beach Little League and Imperial Beach Girls Softball League gave a report on the status of programs during the past two year cycle and any anticipated program changes at the 07-15-15 City Council Meeting.

ANALYSIS:

The proposed amendments would extend the agreements to June 30, 2017 to coincide with the Imperial Beach Municipal Budget cycle, unless extended by City Council. These amendments are accompanied by a resolution that authorizes the City Manager to execute the amendments and establishes the basic parameters of the amendments. The resolutions and each of the amendments have been attached hereto for review by the City Council.

The City Council has authorized up to \$50,000 in the municipal budget that will be used to offset the power and water costs for the facility with the remainder of the funds, if any, being used to conduct any necessary improvements to the facility as well as \$10,000 in the municipal budget to be used for scholarships for lower income Imperial Beach residents.

The Boys & Girls Club has requested that the period to notice termination of the agreement be reduced from six months to 90 days and that the City take responsibility for maintenance of the current Playground / Tot Lot and parking areas. The Amendment reflects these requested changes. In early July, City staff expanded the City's landscaping contract with Acacia to include maintaining these areas. The City will incur approximately \$4,000 in annual maintenance costs for the Playground / Tot Lot & parking area.

The Boys & Girls Club is also asking approval to change the hours of operation for the Recreation Center from Monday through Friday, 7 AM – 10 PM to Monday through Saturday, 2

PM – 8 PM, with the exception of any scheduled morning classes (e.g. Mommy & Me, Zumba, etc.). Pursuant to the terms of the original agreement, the Recreation Center is not required to be open all hours the rest of the park is. However, modifying the hours of operation requires the City's written consent. Also requested is that the City be responsible for unlocking, locking and securing of the Skate Park gate. The Boys & Girls Club would lock and secure Skate Park on the weekdays at the appropriate time. The Amendment reflects these requested changes where required.

Staff and the Boys & Girls Club had discussed one-time funding of \$50,000 to address a budget shortfall resulting from the provision of recreational programs for the City of Imperial Beach as reflected in the Boys & Girls Club Profit & Loss Statement (June 2014 through June 2015) attached to this report. On July 31, 2015, the Boys & Girls Club sent a letter requesting \$50,000 annually. Staff is requesting that the City Council receive a report from the Boys & Girls Club regarding their request. Following their report staff seeks the Council's direction to address the funding request by bringing any necessary amendments to implement Council's direction to a future Council meeting.

The Agreement with the Leagues is being extended an additional two years with a few minor changes related to the maintenance and access obligations of the League as well as clarifying the name and contact information for the Imperial Beach Girls Softball League.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The fiscal impacts associated with the resolutions, excluding the Boys & Girls Club funding request, include:

- a. Approx. \$4,000 in annual maintenance costs for the Playground / Tot Lot & parking area.
- b. The incidental cost of City staff unlocking the gate at Skate Park at the appropriate times on the weekdays and unlocking and locking the gate at Skate Park on the weekends.
- c. Continuation of the \$50,000 to offset power and water costs for all the Sports Park facilities (the amount was approved in the 2015-2017 budget).
- d. Continuation of the \$10,000 to be used for scholarships for lower income Imperial Beach residents (the amount was approved in the 2015-2017 budget).

Attachments:

1. Resolution No. 2015-7614
2. Resolution No. 2015-7615
3. Agreements and Amendments Comparison Matrix
4. Boys & Girls Club Operating Agreement Amendment No. 1
5. Imperial Beach Little League & Imperial Beach Girls Softball Agreement Amendment No. 1
6. Boys & Girls Club of South County Funding Request dated July 31, 2015
7. Boys & Girls Club Sports Park Profit & Loss Statement (July 2014 through June 2015)
8. Sports Park Update of Recreation Programs Presentation (07-15-15 City Council Meeting)
9. Sports Park Operating Agreement with the Boys & Girls Club dated April 16, 2014
10. Sports Park Field Use Agreements with the Imperial Beach Little League and Imperial Beach Girls Softball League dated April 16, 2014

RESOLUTION NO. 2015-7614

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE OPERATING AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND THE BOYS & GIRLS CLUB FOR OPERATION AND MAINTENANCE OF THE SPORTS PARK

WHEREAS, the City of Imperial Beach ("City") desires a well organized and effective recreation program at Sports Park that is consistent with the Imperial Beach Mission Statement by providing a safe environment, family atmosphere and promotes cultural opportunities; and

WHEREAS, the City Council adopted Resolution No. 2014-7470 authorizing the City Manager to execute an operating agreement between the City of Imperial Beach and the Boys Club ("Club") for operation and maintenance of the Sports Park

WHEREAS, the current agreement with the club expired on June 30, 2015; and

WHEREAS, the City Council now wishes to extend the term of the current Agreement by two years to correlate with the bi-annual budget cycle of the City; and

WHEREAS, the Boys & Girls Club of South County will perform these services and responsibilities as stated in the Agreement and the First Amendment to the Agreement.

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

1. The above listed recitals are true and correct and hereby incorporated as findings.
2. The City Council hereby approves the First Amendment to the Operating Agreement between the City of Imperial Beach and the Boys & Girls Club for Operation and Maintenance of the Sports Park and make other adjustments as stated in the First Amendment.
3. The City Council hereby authorizes and directs the City Manager to execute said First Amendment to the Agreement for and on behalf of the City of Imperial Beach.
4. The City Council hereby declares the First Amendment shall be enforceable as to the City upon execution by the City Manager of 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 5th day of August 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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

RESOLUTION NO. 2015-7615

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE FIELD USE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH, THE IMPERIAL BEACH LITTLE LEAGUE, AND THE IMPERIAL BEACH GIRLS SOFTBALL LEAGUE FOR USE OF SPORTS PARK FACILITIES

WHEREAS, the City of Imperial Beach ("City") desires a well organized and effective recreation program at Sports Park that is consistent with the Imperial Beach Mission Statement by providing a safe environment, family atmosphere and promotes cultural opportunities; and

WHEREAS, the City Council adopted Resolution No. 2014-7471 authorizing the City Manager to execute a Sports Park Field Use Agreement between the City of Imperial Beach and the Imperial Beach Little League and Imperial Beach Girls Softball League ("Leagues")

WHEREAS, the current agreement with the Leagues expired on June 30, 2015; and

WHEREAS, the City Council now wishes to extend the term of the current Agreement by two years to correlate with the bi-annual budget cycle of the City; and

WHEREAS, the Imperial Beach Girls Softball League and the Imperial Beach Little League have agreed to take over the maintenance and scheduling of the Sports Park fields and related facilities as stated in the Agreement and the First Amendment to the Agreement.

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

1. The above listed recitals are true and correct and hereby incorporated as findings.
2. The City Council hereby approves the First Amendment to the Sports Park Field Use Agreement between the City of Imperial Beach and the Imperial Beach Girls Softball League and Imperial Beach Little League for maintenance and scheduling of the Sports Park fields and related facilities and make other adjustments as stated in the First Amendment.
3. The City Council hereby authorizes and directs the City Manager to execute said First Amendment to the Agreement for and on behalf of the City of Imperial Beach.
4. The City Council hereby declares the First Amendment shall be enforceable as to the City upon execution by the City Manager of 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 5th day of August 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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

Sports Park Agreements and Amendments Comparison

Boys & Girls Club ("Club") Agreement Dated April 16, 2014	Request from Boys & Girls Club (Amendment No. 1 to the Boys & Girls Club Agreement)
Term of Agreement: Original agreement expired on June 30, 2015 and was for one (1) year with the option to renew for two (2) additional two (2) two year periods to correlate with the bi-annual budget cycle of the City.	The Club has agreed to the renewal terms of the Agreement from <u>June 30, 2015 to June 30, 2017.</u>
Termination: This Agreement may be terminated without cause by either party with <u>six (6) months</u> advance written notice to the other party.	This Agreement may be terminated without cause by either party with <u>ninety (90) days</u> advance written notice to the other party.
The Property: For the purposes of operating Sports Park for the benefit of the citizens of Imperial Beach, CITY hereby delivers exclusive possession of the Property as depicted on Exhibit A subject to any covenants, conditions, and restrictions listed in this Agreement (including but not limited to the requirement that CLUB hold certain areas of the Property open to the public for public use in Section III(L); the existing lease mentioned under Section II(G) of this Agreement; and any easements or other encumbrances in the title report attached as Exhibit G) to CLUB and <u>CLUB agrees to operate the Property, which includes but is not limited to the Recreation Center, Skate Park, Outdoor Basketball Court, Picnic Tables, Playground/Tot Lot, and Parking areas.</u>	ADDED: <u>provided, however, that the CITY shall maintain and operate the Playground/Tot Lot and Parking areas.</u>
Public Access to Programs/Events: Club, with written consent of CITY which shall not be unreasonably withheld, shall be responsible for <u>establishing hours of operation</u> for all activities other than those areas of the Property required to be open to the public, as set forth in Section III (L).	Hours of operation for the Recreation Center shall be 2:00 p.m. to 8:00 p.m. daily from Monday to Friday and during the same hours on Saturdays.
Public Access to Programs/Events: Members of the public shall not be required to join CLUB (Boys and Girls Club or any affiliate or subset of the parent organization) in order to access any program and/or events offered at the Property by or supported by CLUB or its associates, contractors, or others acting on its behalf. Nonetheless, the CLUB may charge daily and other use fees as provided in this Agreement. CLUB shall not charge the public for parking. The Playground and Tot Lot portions of the Property as described on Exhibit C shall be open to the public free of charge at all times that the Property is open to the public, unless specifically reserved for a special event approved by CLUB. At the time of execution of this Agreement, the open hours for the Property are 7:00 a.m. until 10:00 p.m., pursuant to Imperial Beach Municipal Code section 12.56.020(X), which may be amended from time to time. The areas of the Property that are required to remain open to the public at all times that the park is open to the public are depicted in Exhibit C.	ADDED: <u>In addition, the CITY shall be responsible to unlock the Skate Park each morning and the CLUB shall lock and secure the Skate Park each evening consistent with the open hours required herein on Mondays to Fridays. On Saturdays and Sundays, the CITY shall both unlock, and lock and secure the Skate Park.</u>

Sports Park Agreements and Amendments Comparison

<p>Imperial Beach Girls Softball League & Imperial Beach Little League ("Leagues") Agreement Dated April 16, 2014</p>	<p>Request from Leagues (Amendment No. 1 to the Leagues Agreement)</p>
<p>Term of Agreement: Original agreement expired on June 30, 2015 and was for one (1) year with the option to renew for two (2) additional two (2) two year periods to correlate with the bi-annual budget cycle of the City.</p>	<p>The Leagues has agreed to the renewal terms of the Agreement from <u>June 30, 2015 to June 30, 2017.</u></p>
<p>Name: Imperial Beach Girls Softball League ("IBGS")</p>	<p>Imperial Beach Girls Softball League ("IBGSB")</p>
<p>Maintenance, Care and Condition of Facilities: Repairing damage caused by the use of the batting cages and designated fields, including minor sprinkler repairs, fencing, and other facility damage.</p>	<p>ADDED: <u>not to exceed \$1,000.</u></p>
<p>Termination: Notwithstanding the above, this Agreement may be terminated by either party without cause upon delivery and receipt of written notice <u>one hundred twenty (120) calendar days</u> prior to the proposed termination. City may terminate this Agreement for cause, without notice, should Leagues be in default of any covenant or condition hereof.</p>	<p>MODIFIED: <u>Sixty (60) days' notice</u></p>
<p>Inspection, Entry and Control: Leagues shall not change, modify or re-key any locks at the Facilities or gates <u>without prior approval from the City.</u> At all times the City shall have key access to all Facilities covered in this Agreement on City property. <u>The unauthorized placement of any lock placed on City facility or gate is strictly prohibited. Any such lock shall be subject to immediate removal by the City at the sole cost of Leagues.</u></p>	<p>Leagues shall not change, modify or re-key any locks at the Facilities or gates <u>without notifying the City.</u> At all times the City shall have key access to all Facilities covered in this Agreement on City property. <u>Immediately upon replacement of locks, the Leagues must give the combination or key to the City</u></p>
<p>Notices: IBSL: Imperial Beach Girls Softball League Attn: Jim Laccone 225 Broadway, Ste. 2000 San Diego, CA 92101</p>	<p>IBSL: Imperial Beach Girls Softball League P.O. Box 1358 Imperial Beach, CA 91933</p>

FIRST AMENDMENT TO THE OPERATING AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH, CALIFORNIA, AND THE BOYS & GIRLS CLUB, A CALIFORNIA NON-PROFIT, PUBLIC BENEFIT CORPORATION, FOR OPERATION AND MAINTENANCE OF THE IMPERIAL BEACH SPORTS PARK BY THE CLUB

THIS FIRST AMENDMENT TO THE OPERATING AGREEMENT (hereinafter referred to as "First Amendment") is made this 5th day of August 2015, by and between the City of Imperial Beach, a Municipal Corporation, (hereinafter referred to as "City"), and The Boys & Girls Club ("CLUB"), a California non-profit public benefit corporation, (collectively referred to as the "Parties").

RECITALS

- A. The City and CLUB entered into the original Operating Agreement ("Agreement") with respect to the CLUB's operation of Sports Park on or about April 16, 2014 and the CLUB took possession on May 28, 2014.
- B. After operation under the Agreement, the CLUB has proposed various changes to the Agreement to allow for the continued operation under the Agreement and the City has agreed to modify the Agreement as shown below.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. As allowed pursuant to Section I.B. of the Agreement, the City and CLUB have agreed to a renewal term of the Agreement from June 30, 2015 to June 30, 2017.
- 2. Section I.C. "Termination" of the Agreement is amended in its entirety to read as follows:

"This Agreement may be terminated without cause by either party with ninety (90) days advance written notice to the other party."
- 3. Section II.A. of the Agreement is amended in its entirety to read as follows:

"**The Property:** For the purposes of operating Sports Park for the benefit of the citizens of Imperial Beach, CITY hereby delivers exclusive possession of the Property as depicted on Exhibit A subject to any covenants, conditions, and restrictions listed in this Agreement (including but not limited to the requirement that CLUB hold certain areas of the Property open to the public for public use in Section III(L); the existing lease mentioned under Section II(G) of this Agreement; and any easements or other encumbrances in the title report attached as Exhibit G) to CLUB and CLUB agrees to operate the Property, which includes but is not limited to the Recreation Center, Skate Park, Outdoor Basketball Court, and Picnic Tables; provided, however, that the CITY shall maintain and operate the Playground/Tot Lot and Parking areas."
- 4. Pursuant to Section III.C of the Agreement, the CITY approves the hours of operation for the Recreation Center to be from 2:00 p.m. to 8:00 p.m. daily from Monday to Friday and during the same hours on Saturdays.

5. Section III.L of the Agreement is amended in its entirety to read as follows:

“Public Access to Programs/Events: Members of the public shall not be required to join CLUB (Boys & Girls Club or any affiliate or subset of the parent organization) in order to access any program and/or events offered at the Property by or supported by CLUB or its associates, contractors, or others acting on its behalf. Nonetheless, the CLUB may charge daily and other use fees as provided in this Agreement. CLUB shall not charge the public for parking. The Playground and Tot Lot portions of the Property as described on Exhibit C shall be open to the public free of charge at all times that the Property is open to the public, unless specifically reserved for a special event approved by CLUB. At the time of execution of this Agreement, the open hours for the Property are 7:00 a.m. until 10:00 p.m., pursuant to Imperial Beach Municipal Code section 12.56.020(X), which may be amended from time to time. The areas of the Property that are required to remain open to the public at all times that the park is open to the public are depicted in Exhibit C. In addition, the CITY shall be responsible to unlock the Skate Park each morning and the CLUB shall lock and secure the Skate Park each evening consistent with the open hours required herein on Mondays to Fridays. On Saturdays and Sundays, the CITY shall both unlock, and lock and secure the Skate Park.

6. This First Amendment shall become effective and enforceable with respect to the City and CLUB upon execution by the City.

7. Capitalized Terms. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings assigned to them in the Agreement.

8. Continuing Effect. Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

9. Conflicts. If there is a conflict between any provisions of the Agreement and this First Amendment, all provisions of this First Amendment shall control.

10. Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

Executed on the date and year first indicated above at Imperial Beach, California.

CITY OF IMPERIAL BEACH,
a Municipal Corporation

By _____
Andy Hall, City Manager

THE BOYS & GIRLS CLUB

By _____
Ken Blinsman, President

**FIRST AMENDMENT TO THE SPORTS PARK FIELD USE AGREEMENT
BETWEEN THE CITY OF IMPERIAL BEACH,
IMPERIAL BEACH LITTLE LEAGUE, AND IMPERIAL BEACH GIRLS SOFTBALL
LEAGUE**

THIS FIRST AMENDMENT TO THE FIELD USE AGREEMENT (hereinafter referred to as "First Amendment") is made this 5th day of August 2015, by and between the City of Imperial Beach, a Municipal Corporation, (hereinafter referred to as "City"), Imperial Beach Little League, a 501(c)(3) nonprofit corporation ("IBLL") and Imperial Beach Girls Softball League, a 501(c)(3) nonprofit corporation ("IBGSB") (IBLL and IBGSB hereinafter referred to collectively as "Leagues").

RECITALS

- A. The City and Leagues entered into the original Field Use Agreement ("Agreement") with respect to the League's operation of the fields at Sports Park on or about April 16, 2014.
- B. After operation under the Agreement, the Leagues have proposed various changes to the Agreement to allow for the continued operation under the Agreement and the City has agreed to modify the Agreement as shown below.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. As allowed pursuant to Section 6 "Term" of the Agreement, the City and Leagues have agreed to a renewal term of the Agreement from June 30, 2015 to June 30, 2017.
- 2. The Imperial Beach Girls Softball League, a 501(c)(3) nonprofit corporation shall be abbreviated as "IBGSB."
- 3. Section 4.B(b) shall be amended to read as follows:

"Repairing damage caused by the use of the batting cages and designated fields, including minor sprinkler repairs, fencing, and other facility damage not to exceed \$1,000."

- 4. Section 4.C. shall be amended to read as follows:

"Leagues agree that within sixty (60) days' notice from the City, Leagues will make any and all of the repairs or maintenance upon the Facilities that have been determine by the City to be necessary in order to maintain a safe environment and/or maintain the Facilities in a satisfactory condition. Should Leagues fail to complete the necessary repairs or maintenance within sixty (60) days' notice from the City, the City shall have the right, but not the duty, to complete such repairs or maintenance and to charge the Leagues the City's costs of doing so."

5. The last (third) paragraph in Section 5 shall be amended to read as follows:

“Leagues shall not change, modify or re-key any locks at the Facilities or gates without notifying the City. At all times the City shall have key access to all Facilities covered in this Agreement on City property. Immediately upon replacement of locks, the Leagues must give the combination or key to the City.”

6. Section 21. “Notices” shall be amended such that IBGSB contact info will be as follows:

IBGSB: Imperial Beach Girls Softball League
P.O. Box 1358
Imperial Beach, CA 91933

7. This First Amendment shall become effective and enforceable with respect to the City and Leagues upon execution by the City.

8. Capitalized Terms. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings assigned to them in the Agreement.

9. Continuing Effect. Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

10. Conflicts. If there is a conflict between any provisions of the Agreement and this First Amendment, all provisions of this First Amendment shall control.

11. Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

Executed on the date and year first indicated above at Imperial Beach, California.

CITY OF IMPERIAL BEACH,
a Municipal Corporation

By _____
Andy Hall, City Manager

IBLL

By _____
Don Spicer, President

IBGSB

By _____
Jim Laccone, President



**BOYS & GIRLS CLUBS
OF SOUTH COUNTY**

July 31, 2015

Mayor Dedina and Imperial Beach City Council Members
Imperial Beach Boulevard
Imperial Beach, CA 91932
San Diego, CA 92108

**Boys & Girls Clubs of
South County**

Administrative Center
847 Encina Avenue
Post Office Box 520
Imperial Beach CA 91933
Tel - (619) 424-2266
Fax - (619) 424-8266

Dear Mayor and City Council Members,

On behalf of the board of directors and staff of the Boys & Girls Clubs of South County this letter is written requesting your support in our efforts. As we continue to serve more members and citizens, additional funding allows the Club to maintain and enhance Imperial Beach as a Classic Southern California town.

We are requesting a \$50,000.00 yearly subsidy to offset the yearly operational cost of the Sports Park facility. Please refer to the attached Profit & Loss Report for year ending June 30, 2015. Referencing the P&L Report here are a few items supporting our request.

- We have reduced personnel to offset the lack of revenue;
- Facility space has limited and the amount of classes we can offer;
- Expectations to have the facility opened extended hours for the Skate Park, morning hours for the gymnasium and to open for weekend availability;
- Unforeseen expenses in the areas of maintenance, facility repairs, internet service and telephone.

With your support of \$50,000 yearly subsidy we will be able to meet the current needs of the public and offset the lack of revenue. Our plan is to collaboratively seek funding to reduce the \$50,000 yearly subsidy.

If you have additional questions please feel free to contact Aaron Ruiz, Imperial Beach Unit Director at aruiz@bgcscounty.org or at (619) 424-2266 ext. 224.

Thank you again, and we look forward to your continued support.

Best Wishes,

Signature on file

Ken Blinsman
President/CEO

Officers

Christine Harlin
Chief Volunteer Officer/Chair

Donn Hall
1st Vice Chair/Chair Elect

Mark Neagles
2nd Vice Chair of Programs &
Human Resources

Lynn France
3rd Vice Chair of Financial
Resource Development

Chad Harbin
Secretary

Gary Trieschman
Treasurer

Board of Directors

Active Members
James Algert
George Braudaway
Carlos Jaime

Emeritus Members
Paul Odermatt
J. D. "Bud" Webb

President/CEO
Ken Blinsman

11:51 AM

Boys & Girls Clubs of South County

Profit & Loss

07/27/15

July 2014 through June 2015

Accrual Basis

	Jul '14 - Jun 15
Ordinary Income/Expense	
Income	
43400 · Direct Public Support	
43410 · Corporate Contributions	500.00
Total 43400 · Direct Public Support	500.00
46400 · Other Types of Income	
46420 · Concessions-Misc.	2,298.03
46435 · Grounds Maintenance-IBSP	7,792.00
Total 46400 · Other Types of Income	10,090.03
47200 · Program Income	
47230 · Membership Dues	
47232 · New/Renewing Members	100.00
Total 47230 · Membership Dues	100.00
Total 47200 · Program Income	100.00
47250 · Clubhouse Program Fees	
47251 · Recreation Classes	
Sports Park	11,006.00
47251 · Recreation Classes - Other	25.00
Total 47251 · Recreation Classes	11,031.00
Total 47250 · Clubhouse Program Fees	11,031.00
47300 · Club Special Events	
47397 · Muay Thai Event	660.00
47340 · Athletic Leagues	6,500.00
47300 · Club Special Events - Other	150.00
Total 47300 · Club Special Events	7,310.00
47400 · Board Special Events	
47410 · Be Great!	119.39
Total 47400 · Board Special Events	119.39
47500 · Building Rentals	
47506 · Sports Park Rental	2,845.00
Total 47500 · Building Rentals	2,845.00
Total Income	31,995.42
Gross Profit	31,995.42
Expense	
60000 · Salaries & Wages	57,367.34
60100 · ERE (Employee Related Expenses)	
60110 · FICA	4,278.81
60140 · Health Insurance	3,169.99
60150 · Dental/Vision, Life, LTD	1,082.51
Total 60100 · ERE (Employee Related Expenses)	8,531.31
60900 · Business Expenses	
60912 · Debit/Credit Card Processing	286.00
60920 · Business Registration Fees	51.00
60955 · Sales Tax	50.00
Total 60900 · Business Expenses	387.00

Boys & Girls Clubs of South County
Profit & Loss
 July 2014 through June 2015

	<u>Jul '14 - Jun 15</u>
62100 · Contract Services	
62150 · Outside Contract Services	571.65
Total 62100 · Contract Services	571.65
62800 · Facilities and Equipment	
62840 · Equip Rental and Maintenance	338.86
Total 62800 · Facilities and Equipment	338.86
62900 · Repairs and Maintenance	
62910 · Building	18.18
62930 · Janitorial	462.71
62940 · Security Monitoring	702.45
62960 · Sewage	680.55
62900 · Repairs and Maintenance - Other	3,000.00
Total 62900 · Repairs and Maintenance	4,863.89
65000 · Operations	
65035 · Telephone, Telecommunications	1,835.18
65038 · Internet Service	728.00
Total 65000 · Operations	2,563.18
65040 · Office Supplies	
65042 · Ink Cartridges	271.77
65044 · General	177.08
Total 65040 · Office Supplies	448.85
65070 · Clubhouse Program Expense	
65071 · Program Supplies	
Sports Park	-74.12
Total 65071 · Program Supplies	-74.12
65075 · Athletic Leagues	1,371.51
65070 · Clubhouse Program Expense - Other	0.00
Total 65070 · Clubhouse Program Expense	1,297.39
65080 · Club Special Event Expenses	
Muay Thai Event	500.00
65080 · Club Special Event Expenses - Other	181.85
Total 65080 · Club Special Event Expenses	681.85
65082 · Concession Expense	2,201.38
65100 · Other Types of Expenses	
65110 · Advertising Expenses	25.00
65120 · Licenses & Permits	35.00
65135 · Grounds Maintenance-IBSP	569.59
65160 · Other Costs	42.09
Total 65100 · Other Types of Expenses	671.68
Total Expense	79,924.38
Net Ordinary Income	-47,928.96
Other Income/Expense	
Other Expense	
80000 · Ask My Accountant	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	-47,928.96



Sports Park Update

"A Year in Review"

Presented by:

*The Boys & Girls Club of South County,
the Imperial Beach Girls Softball League,
and the Imperial Beach Little League*

*City Council Meeting Date:
July 15, 2015*



**BOYS & GIRLS CLUBS
OF SOUTH COUNTY**



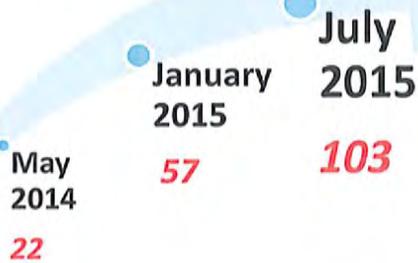
**BOYS & GIRLS CLUBS
OF AMERICA**

GREAT FUTURES START HERE.



Everyday at the Club...

Average Daily Attendance



Activities

- Arts & Crafts
- Homework assistance
- Theme Days
- Dodge ball Nights
- Games Room Tournaments



BOYS & GIRLS CLUBS
OF AMERICA

GREAT FUTURES START HERE.



Recreation Classes

22 Different
Classes Offered

Over 215
Participants

Over 68 % Used
Financial
Assistance



BOYS & GIRLS CLUBS
OF AMERICA

GREAT FUTURES START HERE.

Adult Recreation



CO-Ed Softball



Adult Basketball



ZUMBA!

16 Teams
(208 players)



10 Teams
(90 players)



Over 25
participants



BOYS & GIRLS CLUBS
OF AMERICA

GREAT FUTURES START HERE.



Community Outreach



Kids Day! Over 200
guests

School Dances!



BOYS & GIRLS CLUBS
OF AMERICA

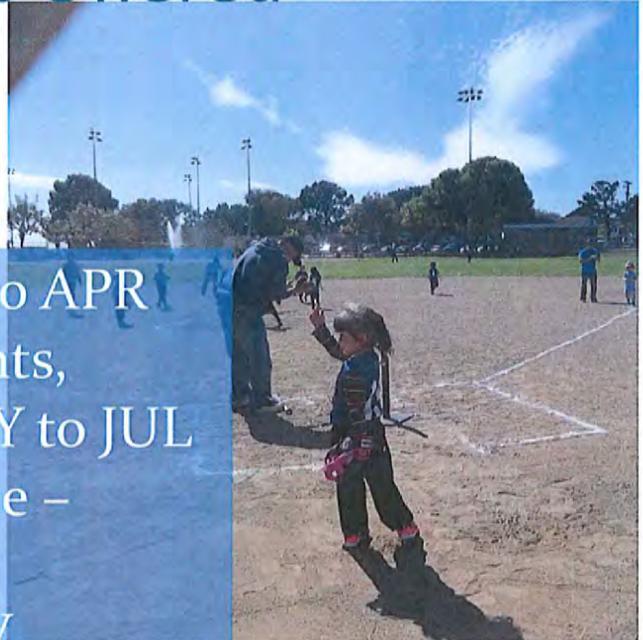
GREAT FUTURES START HERE.



Imperial Beach Girls Softball Programs Offered

250 Players
(Ages 3 to 16)

- Spring Season – FEB to APR
- All Stars – Tournaments, Districts, States – MAY to JUL
- Girls Fast-pitch League – SEP to NOV
- Fall Ball – SEP to NOV



Imperial Beach Girls Softball Volunteers



150 Volunteers (parents & others) that coach, maintain the fields and work the snack bar

12,000
volunteer
hours last
year

Imperial Beach Girls Softball Softball Clinics



12 Coaches
36 Players

A training program that helps coaches and players. Offered once a month in FEB, MAR, APR and again in SEP, OCT and NOV

Imperial Beach Girls Softball Seaside Smash Tournament



Ages 10U & 12U from all over San Diego County
2014: (4) 10U teams 2015: (6) 10 U Teams
(5) 12 U Teams (7) 12 U Teams

Imperial Beach Girls Softball Interleague Games



6 Different Leagues from all San Diego County
Approx. 300 players along with parents and
coaches.

Imperial Beach Girls Softball The Future of Softball is T-Ball



6U T-Ball = 30% Growth

Imperial Beach Little League Programs Offered



Teams:

- | | |
|-------------|-----------------|
| (4) Major | (4) T-Ball |
| (4) Minor A | (2) Wiffle Ball |
| (6) Minor B | (8) Fall Ball |

250 Players
(Ages 2-12)

Imperial Beach Little League Volunteers



250 Volunteers (parents & others) that coach, maintain the fields and work the snack bar

18,000 volunteer hours last year

Imperial Beach Little League Wiffle Ball (Ages 2-4)



(2) Teams – (24) Kids
Goal to expand to (6) Teams (72) kids

Imperial Beach Little League Challenger Division



Requirements to bring this back:

- Flexible Scheduling
- Support from the community, schools & the City

Imperial Beach Little League Challenger Division



“I never thought I’d get to see my kid on a baseball field playing the game” – From an Imperial Beach Challenger Dad

Imperial Beach Little League Field Use

- Host Tournaments
- MLB sponsored events



- Clinics
- Community Events

AGREEMENT

OPERATING AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH, CALIFORNIA, AND THE BOYS & GIRLS CLUB, A CALIFORNIA NON-PROFIT, PUBLIC BENEFIT CORPORATION, FOR OPERATION AND MAINTENANCE OF THE IMPERIAL BEACH SPORTS PARK BY THE CLUB

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of Apr. 1, 2014, by and between the City of Imperial Beach ("CITY"), a municipal corporation, and The Boys & Girls Club ("CLUB"), a California non-profit public benefit corporation. CITY and CLUB are hereinafter sometimes individually referred to as "party" and, collectively, as the "parties."

RECITALS:

WHEREAS, CITY is the owner of certain real property located at 425 Imperial Beach Boulevard, commonly referred to as the "Sports Park," as set forth in Imperial Beach Municipal Code section 12.56.010 ("the Property") as described in Exhibit A, which includes but is not limited to the Recreation Center, Skate Park, Outdoor Basketball Court, Picnic Tables, Playground/Tot Lot, and Parking areas (this Agreement excludes the ball fields on the southern portion of the Property as shown in Exhibit A); and

WHEREAS, CITY acknowledges that CLUB provides recreational, social and educational programs, services and activities to the general public, including the citizens of CITY and that CLUB is a well-respected charity in San Diego County; and

WHEREAS, CLUB has a unique expertise and extensive experience in administering sports and recreation programs in addition to institutional knowledge obtained from running sports and recreation programs throughout San Diego County; and

WHEREAS, CLUB has previously operated the Property and provided recreational programs; and

WHEREAS, this Agreement will provide the residents of CITY with more, and better, sports and recreation programs than are offered currently by CITY and by CITY employees; and

WHEREAS, City Council finds and declares that the services provided by CLUB under this Agreement are sufficiently technical in nature that they require specialized training and expertise, and constitute professional services within the meaning of Imperial Beach Municipal Code section 3.04.160; and

WHEREAS, the City Council finds and declares that the services provided by CLUB under this Agreement could not feasibly be provided by CITY employees, and constitute specialized services; and

WHEREAS, CITY desires that CLUB enter into this Agreement to enhance its recreation programs within Imperial Beach, the terms and conditions of which are expressed herein; and

WHEREAS, in consideration of CITY entering into this Agreement with CLUB, CLUB shall provide defined sports and recreation programming to the public, and shall assume responsibility for the maintenance and operation of the Property, the terms and conditions of which are expressed herein; and

WHEREAS, the Property is primarily intended for the benefit of City of Imperial Beach residents, and the purpose of this Agreement and the Property is to preserve the health and well-being of Imperial Beach residents; and

WHEREAS, this Agreement supersedes all prior written and/or oral agreements, statements or other matters by and between CITY and CLUB related to the Property.

NOW, THEREFORE, in consideration of the terms and conditions set forth, the parties hereby agree as follows:

I. TERM

- A. Commencement:** The term of this Agreement shall be from the commencement date of this Agreement on April 16, 2014 ("Commencement Date") until June 30, 2015 ("Initial Term"), unless otherwise modified by mutual written agreement of the parties. It is understood and agreed that CLUB's ability to use the Property is contingent upon the fulfillment of its obligations and covenants contained in this Agreement.
- B. Renewal Option:** At the end of the Initial Term of this Agreement, the parties have the option to renew this Agreement by mutual agreement for two (2) additional two (2) year periods ("Renewal Term") to correlate with the bi-annual budget cycle of City. Each Renewal Term may be exercised by CLUB providing written notice to CITY at least six (6) months prior to the expiration of the existing term of the Agreement and CITY will then consider CLUB's performance under the provisions of this Agreement in deciding whether or not to approve a renewal term.
- C. Termination:** This Agreement may be terminated without cause by either party with six [6] months advance written notice to the other party.
- D. Holdover:** CLUB shall have no rights of holding over after expiration or termination of the Agreement.
- E. Surrender of Facilities:** Upon termination or expiration of this Agreement, CLUB shall surrender all buildings, replacements, changes, additions and improvements constructed or placed by CLUB thereon, with all equipment or apparatus in or appurtenant thereto, except all movable fixtures [not including equipment or apparatus] installed by CLUB, to

CITY in a serviceable, safe and sanitary condition and good order and repair, except reasonable wear and tear. If any removal of such personal property by CLUB results in damage to the remaining improvements on the Property, CLUB agrees to repair all such damage at their sole cost and expense.

F. Surrender of Records: Upon termination or expiration of this Agreement, CLUB shall deliver to CITY copies of all files, plans, records, registers and other papers and documents which may be required for the proper operation and management of the Property, except those files or documents that may contain confidential information that must be protected by CLUB. CLUB shall surrender the Property free and clear of all liens and encumbrances, except those existing on the Commencement Date of this Agreement or those approved in writing by CITY. It is understood that CITY shall be entitled to a mandatory injunction to enforce this provision.

II. PROPERTY SUBJECT TO THE OPERATING AGREEMENT

A. The Property: For the purposes of operating Sports Park for the benefit of the citizens of Imperial Beach, CITY hereby delivers exclusive possession of the Property as depicted on Exhibit A subject to any covenants, conditions, and restrictions listed in this Agreement (including but not limited to the requirement that CLUB hold certain areas of the Property open to the public for public use in Section III(L); the existing lease mentioned under Section II(G) of this Agreement; and any easements or other encumbrances in the title report attached as Exhibit G) to CLUB and CLUB agrees to operate the Property, which includes but is not limited to the Recreation Center, Skate Park, Outdoor Basketball Court, Picnic Tables, Playground/Tot Lot, and Parking areas.

B. Acceptance of Property: CLUB and CITY will conduct a preliminary walk through to identify the existing condition of the Property and equipment. An inventory of condition will be prepared and attached hereto as Exhibit D. Following the walk through, CLUB accepts the Property in an "AS IS" condition as of the Commencement Date of this Agreement as established by Section I(A), subject to the limitations in this Section and unless otherwise provided for under the terms of the Agreement. By signing this Agreement, CLUB represents and warrants that it has independently inspected the Property and made all tests, investigations and observations necessary to satisfy itself of the condition of the Property. CLUB agrees it is relying solely on such independent inspections, tests, investigations and observations in making this Agreement. CLUB further acknowledges that it does not hold CITY responsible for any defects in the Property and that CITY has made no representations or warranties of any kind, express or implied, with respect to the Property. CLUB's obligations under this Agreement shall not be diminished on account of any defect in the Property, any change of condition, or any damage occurring on the Property except as provided in this Agreement.

C. Representations: CITY has made no representations or warranties, expressed or implied, with respect to the Property and CLUB shall acquire no rights, easements or

licenses in or to the Property by implication or otherwise except as expressly set forth in this Agreement. CLUB understands that this Agreement is solely an operating agreement and the CITY is not granting any real property rights or interests to CLUB by entering into this Agreement. CITY represents that it has full authority and ability to enter into this Agreement.

D. Public Property: CLUB understands that the Property that is the subject of this Agreement is owned by the City of Imperial Beach and is public property.

E. Subsurface Rights: CITY hereby reserves all rights, title and interest in any and all subsurface rights, including but not limited to natural gas, oil, minerals, and/or other hydrocarbon materials or substances and water under, on or within the Property, without the right of surface entry.

F. Easements: CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the Property for utilities or access as it deems advisable for the public good.

G. Cricket Wireless Telecommunications Facility: The wireless telecommunications facility located in the area shown on Exhibit E is the subject of a lease agreement between CITY and Cricket Wireless. This facility shall remain under the leasehold of CITY and shall be maintained by Cricket Wireless pursuant to the terms of the lease between CITY and Cricket Wireless. CITY shall retain any and all rights to the monthly payment made by Cricket Wireless to CITY pursuant to said lease agreement.

H. CITY Right to Enter: CITY reserves and shall have the right to enter the Property at any time in response to an emergency and at reasonable hours, upon prior reasonable notice to CLUB for the purpose of viewing and ascertaining the condition, for making necessary repairs, or developing municipal resources and services, to protect its interest in the Property, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that the Property is not in a serviceable, safe, healthy and sanitary condition, CITY shall have the right but not the duty, after ten (10) days' written notice to CLUB, to have any necessary maintenance or repair work done at the expense of CLUB. Further, if at any time CITY determines that Property is not in a serviceable, safe, healthy and sanitary condition, CITY may at its option, upon ten (10) days' notice, require CLUB, at their expense, to file with CITY a faithful performance bond to assure prompt correction of any condition which is not serviceable, safe, healthy or sanitary. If CLUB does not obtain the performance bond within 10 days of receiving the request, the City has the option to obtain the bond and charge the cost of the bond to CLUB. The rights reserved in this section shall not create any obligations or duties on CITY or increase obligations elsewhere in this Agreement imposed on CITY, nor do any rights reserved in this section limit any authority City may have in administering and enforcing state or local laws, regulations, or ordinances.

III. CLUB RESPONSIBILITIES AND OPERATIONAL REQUIREMENTS

- A. Operation Fee:** As an operation fee, CLUB shall: (i) pay CITY \$1.00 per year in advance, (ii) modify and maintain the Property at CLUB's sole cost, and (iii) provide to the general public and citizens of Imperial Beach recreational, social and educational programs at a desirable level.
- B. Use and Programming:** It is expressly agreed that the Property to be operated by CLUB for the purpose of establishing, installing, maintaining and operating the Property to provide, at a minimum, the sports and recreation programming set forth in Exhibit B. Use of the Property for activities other than park and recreation activities are strictly prohibited pursuant to deed restrictions on the Property. Any CLUB programs offered in addition to those listed in Exhibit B are subject to the approval of the City Manager, or the City Manager's designee. No approval required by this Agreement shall be unreasonably withheld.
- C. Hours of Operation:** CLUB, with written consent of CITY which shall not be unreasonably withheld, shall be responsible for establishing hours of operation for all activities other than those areas of the Property required to be open to the public, as set forth in Section III (L).
- D. CLUB Employees:** CLUB shall provide an experienced and well-qualified on-site supervisor to oversee all operations conducted by CLUB at the Property. CLUB shall ensure that its employees are well-trained and shall at all times conform to all applicable rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by CITY. CLUB shall maintain a staff in adequate size and number, to CITY's satisfaction, to effectively operate, maintain and administer all services offered. CLUB shall conduct background checks of its prospective employees, including but not limited to criminal fingerprint clearance through the Department of Justice.
- E. Equipment:** CITY retains the right to require CLUB to discontinue the use of those items that are of a quality or nature unacceptable to CITY.
- F. Fee Schedule:** CLUB shall at all times maintain a complete list or schedule of the prices and charges for all goods or services, or combinations thereof, supplied to the public on or from the Property whether the same are supplied by CLUB or by concessionaires, permittees or licensees. Fees and rates, and any adjustments thereto shall not exceed the cost of providing the services, which includes any regular and acceptable overhead costs. Discounted fees for all memberships, goods and services shall be established for City of Imperial Beach residents (residency to be determined by the CLUB). CLUB shall establish scholarships based on financial need, for members of the public who do not have the ability to pay the established fees. Any fees to be charged are subject to the following exceptions:

1. Skate Park: CLUB shall operate the Skate Park as a public, non-profit facility, in compliance with the terms of a grant agreement between CITY and the Tony Hawk Foundation attached hereto as Exhibit F, which provided funding for construction of the park and in compliance with Imperial Beach Municipal Code Chapter 12.56. CLUB may charge fees for use of the Skate Park which are not inconsistent with these requirements. CITY prefers to allow the Skate Park to be used free of charge, except special events (i.e. competitions, exhibitions, etc.). Any fee charged for the use of the Skate Park by CLUB shall include a discounted Skate Park fee for City of Imperial Beach residents. CLUB shall be responsible to reimburse the CITY for the cost of any grant funds CITY is required to repay to the Tony Hawk Foundation as a result of CLUB's operation of the Skate Park.

- G. Improvements:** This Agreement is executed with the understanding and agreement that CLUB may find it necessary to make certain improvements to the Property in order to provide the required programming to the public. CLUB covenants and agrees that its operations, including any needed improvements to the Property, must be established, improved, and paid for wholly at the expense of CLUB, except as otherwise specified in this Agreement. CLUB shall diligently pursue any necessary improvements, provided however that CLUB shall be granted an extension for the completion of any modifications required under this Agreement if delay is caused by reason of strikes, fire, acts of God or other events beyond the control of CLUB, or unless the parties agree otherwise in writing. All improvements to the Property by CLUB are subject to the prior written approval of the City and are subject to any local, state or federal permits or building requirements. Within sixty (60) days following a request from CITY, CLUB shall furnish CITY with a complete set of "as built" plans for any improvements done by CLUB.
- H. Prevailing Wages:** CLUB shall, when required by law, pay prevailing wages for public works performed on the Property. As a material part of this Agreement, CLUB agrees to assume all risk and liability arising from any decision by CLUB or any contractor or subcontractor of CLUB not to pay prevailing wages for work required by this Agreement as evidenced by the requirements of Section IX(A)(1) of this Agreement.
- I. Contribution by City:** CITY agrees to pay the water and electricity costs for the Property until June 30, 2015. After June 30, 2015, Club and City will determine how much, if any, of the utility costs will be paid by City during the preparation of the Imperial Beach Two Year Municipal Budget. Additionally, City will provide up to \$10,000, per fiscal year, in scholarships for qualified residents who would otherwise not be able to participate. Such residents will be required to submit a request to CITY for consideration. Scholarships will be provided in accordance with policies and procedures of CITY and funds given directly from CITY to CLUB.
- J. Maintenance and Operation:** Except as specifically provided in Section III(I) above, as part of the consideration for permission to operate and use the Property, CLUB agrees to assume full responsibility and cost for all maintenance and operation of the Property

described in Exhibit A, including minor and routine maintenance, and major maintenance and repair, up to \$1,000 of all facilities, fields and buildings on the Property, in consultation with CITY. The Property shall be maintained in a condition satisfactory to CITY throughout the term of this Agreement. CLUB will conduct the repair and maintenance, including interior and exterior of buildings, equipment and apparatus, in conformity with all applicable laws, including the Prevailing Wage Law and the Public Contract Code. CLUB will ensure that the entire Property and all equipment and exterior landscaping are maintained in a safe and aesthetically pleasing manner, as established by (i) health and safety codes, (ii) standards established by exemplary facilities of a similar type, and (iii) CITY. CLUB will make general maintenance repairs within seven working days, and will make emergency (safety-related liabilities) repairs immediately. CLUB will provide custodial services and routine maintenance services for the Property. Should CLUB determine that the Property, in whole or in part, must be closed due to repair, renovation or maintenance, CLUB shall give CITY thirty (30) days advance notice prior to such closure and discuss ways to mitigate any impacts of such closure, unless an emergency condition exists, in which case, the CLUB will make a good faith effort to give CITY notice of the closure within twenty-four (24) hours of learning of the emergency condition.

- K. City Employees:** At the time of this Agreement, CITY has employees currently working at the Sports Park (hereinafter "Current Employees") whose names and contact information shall be provided to CLUB. CLUB shall offer each of the Current Employees the opportunity to interview for employment with CLUB. Further, the Current Employees shall receive priority for employment with CLUB where a Current Employee meets the qualifications and requirements for a position, as designated by CLUB.
- L. Public Access to Programs/Events:** Members of the public shall not be required to join CLUB (Boys and Girls Club or any affiliate or subset of the parent organization) in order to access any program and/or events offered at the Property by or supported by CLUB or its associates, contractors, or others acting on its behalf. Nonetheless, the CLUB may charge daily and other use fees as provided in this Agreement. CLUB shall not charge the public for parking. The Playground and Tot Lot portions of the Property as described on Exhibit C shall be open to the public free of charge at all times that the Property is open to the public, unless specifically reserved for a special event approved by CLUB. At the time of execution of this Agreement, the open hours for the Property are 7:00 a.m. until 10:00 p.m., pursuant to Imperial Beach Municipal Code section 12.56.020(X), which may be amended from time to time. The areas of the Property that are required to remain open to the public at all times that the park is open to the public are depicted in Exhibit C.
- M. Evaluation/Annual Reports:** On or about the first anniversary of the Commencement Date and then annually thereafter, CLUB shall provide annual reports to the CITY denoting Imperial Beach participant numbers, total participant numbers, events coordinated, capital projects completed, budget, next year operating and maintenance

plan and fee schedule, and any other pertinent statistics. CLUB shall provide CITY a written report on the first ninety (90) days of operation within the first six (6) months of this Agreement, which report shall include the same information as required in the annual report. On or about the first anniversary of the Commencement Date and then annually thereafter, CITY shall evaluate CLUB's performance in fulfilling its responsibilities under this Agreement. CITY and CLUB will mutually establish criteria to be used in performing this evaluation of CLUB's services. The evaluation shall include the CLUB's professional evaluation of current programs and the needs of City of Imperial Beach residents so that the CLUB and the CITY can discuss opportunities to further expand or modify services to meet the most current needs of the community.

- N. Use by Others:** The CLUB may allow short term recreational use of the Property to other groups or organizations, subject to regulations and fees as imposed by CLUB and in accordance with Imperial Beach Municipal Code Chapter 12.56.

IV. TAXES AND UTILITIES

- A. Taxes:** CITY shall not be obligated to pay any taxes, assessments or fees assessed or levied ("Impositions") upon the Property CLUB agrees to pay, before delinquency, all Impositions upon the Property.
- B. Payment before Delinquency:** Any and all Impositions and installments of Impositions required to be paid by CLUB under this Agreement shall be paid by CLUB at least ten (10) days before each such Imposition, or installment thereof, become delinquent, and the official and original receipt for the payment for such Imposition or installment thereof shall immediately be given to CITY.
- C. Payment by CITY:** Should CLUB fail to pay within the time specified in this Article any Impositions required by this Article to be paid by CLUB, CITY may, without notice to or demand on CLUB, pay, discharge, or adjust such imposition for the benefit of CLUB. In such event, CLUB shall, on or before the first day of the next calendar month following any such payment by CITY, reimburse CITY for the full amount incurred by CITY in so paying, discharging, or adjusting such imposition together with interest thereon at the highest permissible legal rate per annum, from the date of payment by CITY until the date of repayment by CLUB.
- D. Utilities:** Except as provided in Section III (I) above, CLUB is responsible for the cost of all utilities necessary for operation of the Property, including but not limited to water, sewer, cable, solid waste removal, telephone and electricity.

V. REPORTS / RECORDS

- A. Annual Program Financial Report:** Commencing no later than July 31st of each year after CLUB assumes management and operation of the Property, CLUB shall provide a

written accounting to CITY for the previous calendar year of all (i) fees, appropriate portion of CLUB membership fees and other income (excluding donations and grants) hereinafter called "Property income", and (ii) costs of repair, maintenance, expansion, renovation and operation hereinafter called "Property costs." Any excess of annual Property income over Property costs shall be held by CLUB and accounted for in an account which may be used by CLUB for the following Property-related purposes: operation and program costs, repair, maintenance, expansion, renovation, equipment or the prior year's deficit, if any. Any excess of annual Property costs over annual Property income shall be at cost to CLUB. Each such accounting shall be pursuant to generally accepted accounting principles as applied consistently to all CLUB branches and operating units, and shall be accompanied by CLUB's written certification that the accounting is accurate and complete.

- B. Inspection of Records:** CLUB agrees to make any and all records and accounts available to CITY for inspection at all reasonable times so that CITY can determine CLUB's compliance with this Agreement. These records and accounts will be complete and accurate showing all income and receipts from the use of the Property. CLUB's failure to keep and maintain such records and make them available for inspection by CITY shall be deemed a default of this Agreement. CLUB shall maintain all such records and accounts for a minimum period of five (5) years following the expiration or termination of this Agreement.

VI. COMPLIANCE WITH LAW

CLUB shall at all times in the use, maintenance, occupancy and operation of the Property comply with all applicable laws, statutes, ordinances and regulations of CITY, County, State and Federal governments at CLUB's sole cost and expense, whether or not said laws are expressly stated or referred to herein. This shall include, but not be limited to, compliance with the provisions of the Imperial Beach Municipal Code Chapter 12.56 related to the use of public parks and recreation facilities. In addition, CLUB shall comply with any and all notices by CITY under the authority of any such law, statute, ordinance or regulation.

VII. DEFAULTS AND REMEDIES

- A. Default:** The following shall be treated as events of default by CLUB:

1. Failure to perform any covenant or condition required by this Agreement and failure to cure such default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, failure to commence to cure the default(s) within said thirty (30) day period diligently pursue such cure to completion; or
2. Becoming insolvent, or voluntarily filing, or having involuntarily filed against it, any petition under any bankruptcy or insolvency act or law; or
3. Being adjudicated bankrupt; or

4. Making a general assignment for the benefit of creditors.

In any of these events of default, CITY may, at its option, without further notice or demand upon CLUB or upon any person claiming rights through CLUB, immediately terminate this Agreement and all rights of CLUB and of all persons claiming rights through CLUB to the Property or to possession thereof and CITY may enter and take possession of the Property.

B. Remedies: If CITY shall be required to exercise its right to cure default(s) through litigation, CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

1. CITY may correct said default(s) and charge the costs thereof to CLUB, which shall be due and payable within thirty (30) days after presentation by CITY to CLUB.
2. CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.

C. Abandonment: If CLUB has breached the Agreement and abandoned the Property for more than five (5) consecutive days, CITY may enforce all its rights and remedies hereunder including, but not limited to, the right to reenter and take possession of buildings, improvements, equipment and appurtenances thereto, and to recover any and all damages.

D. Endangerment: In the event CITY determines that CLUB's provision of service, program and/or staff endangers the public health, safety and/or welfare, CITY reserves the right to terminate such use immediately.

E. Waiver: Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager of CITY in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Agreement. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY and CLUB specifically agree that the Property is intended for the benefit of the citizens of Imperial Beach and that failure by CITY to discover a default to take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered.

F. Security Interest and Lien on Improvements And Personal Property: CITY shall have a security interest and first lien paramount to all others on every right and interest of CLUB in and to this Agreement, and on any building or improvement on or thereafter

placed on the Property, and on any furnishings, equipment, fixtures or other personal property of any kind belonging to CLUB, or the equity of CLUB therein, on the Property. The security interest and lien are granted for the purpose of securing considerations, taxes, assessments, charges, liens, penalties, and damages to be paid by CLUB, and for the purpose of securing the performance of all of CLUB's obligations under this Agreement. The security interest and lien shall be in addition to all rights of CITY given under statutes of this state, which are now or shall hereinafter be in effect.

VIII. EMINENT DOMAIN

- A. **Taking:** This Agreement is contingent upon the Property being owned by the City of Imperial Beach. If the Property or portion thereof is taken through condemnation proceedings or under threat of condemnation by another public authority with the power of eminent domain, this Agreement shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- B. **Award:** All monies awarded in any such taking shall belong to CITY. In the event CITY is not the condemning authority, CITY shall have no liability to CLUB for any award not provided by the condemning authority.
- C. **Transfer:** CITY has the right to transfer CITY's interest in the Property in lieu of condemnation to any authority entitled to exercise the power of eminent domain.
- D. **No Inverse Condemnation:** The exercise of any CITY right under this Agreement shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation so long as such rights do not unreasonably or substantially interfere with CLUB's operations.
- E. **Relocation Assistance:** CLUB agrees that nothing contained in this Agreement shall create any duty in CITY for relocation assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16 of the Government Code, as same may be amended or supplemented, upon the expiration or earlier termination of this Agreement.

IX. MECHANICS' LIENS; STOP NOTICES

- A. **Mechanics' Liens; Stop Notices:** CLUB shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics Lien Law in effect at the place of construction, done by it, or caused to be done by it, on the Property, and for all materials furnished for or in connection with any such work. If any lien or stop notice is filed against the Property, CLUB shall cause the lien or stop notice to be discharged of record within one hundred eighty (180) days after it is filed. If improvements, alterations or repairs are made or are caused to be made to the Property by CLUB, and a lien or notice of lien is filed, CLUB shall within five (5) days of such filing either:

1. Take all actions necessary to record a valid release of lien; or
2. File with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

B. Indemnification: CLUB shall indemnify, defend, and hold CITY harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for CLUB or persons claiming under CITY.

C. Notice of Lien or Stop Notice: Should any claim of lien or stop notice related to CLUB's work of improvement of the Premises be filed against the Premises or any action be filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or stop notice or action shall immediately give the other party written notice thereof.

D. Notice of Nonresponsibility: CITY or its representatives shall have the right to post and keep posted on the Premises notices of nonresponsibility or such other notices which CITY may deem to be proper for the protection of CITY's interest in the Premises. CLUB shall, before the commencement of any work which might result in any such lien or stop notice, give to CITY written notice of its intention to do so in sufficient time to enable posting of such notices.

X. INDEMNIFICATION

A. Hold Harmless and Indemnification:

1. CLUB hereby indemnifies, defends, and holds harmless CITY and its Council members, agents, officers, employees and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of CLUB, or an agent, invitee, guest, employee, or anyone in, on or about the Property, with respect to the Property, the operations or services under this Agreement, or with respect to the application of any of CLUB's policies to activities or operations at the Property, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of product, defectiveness of product, loss of use, or claims pertaining or related to the release or use of hazardous materials, including but not limited to those listed in 49 CFR 172.101; intentional infliction of harm, including any workers' compensation suits, compliance with prevailing wage and public contracting requirements, compliance with tax laws, liability, or expense, arising from or connected with services performed by on behalf of CLUB by any person pursuant to this Agreement;

infringement of a patent or copyright or disclosure of a trade secret; and violation of state and federal antitrust laws; provided, however, that (1) nothing herein shall relieve CITY from liability to the extent that such liability arises from CITY's sole established negligence or willful misconduct and (2) nothing herein shall relieve CITY from liability to the extent that such liability arises solely from CITY operations conducted on the Property. For purposes of this indemnity clause, "Property" shall include all portions of the Property described in Exhibit A and Exhibit E. This indemnity shall not require payment of a claim by CITY or any of its Council members, officers, employees, agents or volunteers as a condition precedent to CITY's recovery hereunder. CLUB's obligation to indemnify hereunder shall not be restricted to insurance proceeds, if any, received by CITY and its Council members, officers, employees, agents and volunteers.

2. CLUB shall at all times save CITY free and harmless and indemnify CITY against all claims for labor and materials in connection with operations, improvements, alterations, or repairs to the Property and the costs of defending against such claims including attorney's fees.

B. Hazardous Materials:

1. **Hazardous Materials Laws-Definition:** As used in this Section X(B), the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., sec.9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., sec.1801 et seq.), and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., sec. 6901 et seq.), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, soil and ground water conditions or other similar substances or conditions.
2. **Hazardous Materials – Definition:** As used in this Section X(B) the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:
 - a. is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
 - b. is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
 - c. gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or
 - d. is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or CLUB with respect to any third person under any Hazardous Materials Law.

- 3. CLUB's Representations and Warranties:** CLUB represents and warrants that, during the Term of this Agreement or any extension thereof, CLUB shall comply with the following provisions of this Section unless otherwise specifically approved in writing by CITY, subject to the terms and conditions of CLUB's maintenance obligations provided elsewhere in this Agreement:
- a. CLUB shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Property by CLUB, its agents, employees, assigns, contractors or invitees, except as required by CLUB's permitted use of the Property in the normal course of operations;
 - b. Any handling, transportation, storage, treatment or usage by CLUB of Hazardous Materials that is to occur on the Property following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;
 - c. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Property following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Property by CLUB at its sole expense, and any such discharge shall be promptly reported in writing to CITY, and to any other appropriate governmental regulatory authorities;
 - d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by CLUB in the Property;
 - e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by CLUB on the Property without CITY's prior written consent;
 - f. CLUB shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Property in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of CITY;
 - g. CLUB shall promptly supply CITY with copies of all notices, reports, correspondence, and submissions made by CLUB to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and
 - h. CLUB shall promptly notify CITY of any liens threatened or attached against the Property pursuant to any Hazardous Materials' Law. If such a lien is filed against the Property, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Property pursuant to the lien, CLUB shall either: (a) pay the claim and remove the lien from the Property, or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to CITY in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this Agreement, CLUB shall surrender the Property to CITY free of any

and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Property.

XI. INSURANCE

- A. Coverage:** Without limiting CLUB's indemnification of CITY, as provided above, CLUB shall take out and maintain at all times during the term of this Agreement, and shall require any contractors performing work on the Property to furnish, the following insurance at its sole expense:
- 1. Liability:** Public liability and property damage insurance in the amount of not less than \$1,000,000 per occurrence in the primary and \$2,000,000 per occurrence in the excess for a stackable amount of \$3,000,000 per occurrence. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CLUB or by authorized representatives of CLUB on or in connection with CLUB's use and operation of the Property.
 - 2. Automobile Liability:** Automobile liability insurance in the amount of not less than \$1,000,000 combined single limit in the primary and \$2,000,000 per occurrence in the excess for a stackable amount of \$3,000,000 per occurrence. At all times during the term of this Agreement, CLUB shall maintain automobile liability insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles in a form and with insurance companies acceptable to CITY.
 - 3. Workers' Compensation:** CLUB shall maintain California Workers' Compensation Insurance with statutory limits. CLUB shall provide the CITY with a certificate of Workers' Compensation Insurance coverage.
 - 4. Employer's Liability Insurance:** CLUB shall provide Employers' Liability insurance in the amount of, at least \$1,000,000 per accident for bodily injury and disease. CLUB shall provide the CITY with a certificate of Employers' Liability Insurance.
 - 5. Sexual Molestation Liability (SML) Insurance:** CLUB shall provide sexual molestation liability (SML) insurance in the amount of \$2,000,000 per occurrence or event with an annual aggregate limit of \$4,000,000.
- B. Conditions:** All insurance policies shall list CITY, its Council members, officers, employees, and agents as additional insureds, protect CITY as its interest may appear against reasonable legal costs in defending claims and shall not terminate without sixty (60) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California.
- C.** CLUB shall provide evidence of compliance with the insurance requirements listed above by providing certificates of insurance, in a form satisfactory to the Administrative Services Director of CITY. Copies of the insurance certificate will remain on file with CITY during the entire term of this Agreement. At least thirty (30) days prior to the expiration of each certificate, CLUB shall furnish a certificate showing that a new or extended policy has been obtained which meets the terms of this Agreement. For any

claims related to this Agreement, CLUB's insurance shall be primary insurance as respects CITY, its officers, officials, employees, agents, representatives, and/or volunteers.

- D. Acceptable Insurance Companies:** Insurance carriers shall be qualified to do business in California and maintain an agent for service of process within the State. Such insurance carriers shall have not less than an "A-"policy holder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide unless otherwise approved by CITY.
- E. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$25,000 must be declared to and approved by CITY prior to the execution of this Agreement, but may be adjusted in CITY's discretion over the term of this Agreement for inflation.
- F. Modifications:** CITY, at its discretion, may reasonably require the revision of amounts of coverage at any time during the term by giving CLUB sixty (60) days prior written notice. CITY's requirements shall be designated to assure protection from and against the kind and extent of risk existing on the Property. CLUB also agrees to obtain any additional insurance required by CITY for new improvements in order to meet the requirements of this Agreement.
- G. Accident Reports:** Within seventy-two (72) hours (twenty-four (24) hours for death or serious accidents), CLUB shall report to CITY any accident causing more than ten thousand dollars (\$10,000) worth of property damage or any serious injury to persons using the Property. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.
- H. Waste, Damage, or Destruction:** CLUB agrees to give notice to CITY of any fire or other damage that may occur at the Property within three days of such fire or damage. CLUB agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the Property clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY.
- I. Failure to Comply:** If CLUB fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. CLUB shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within 30 days of payment stating the amount paid, names of the insurer and rate of interest. Said reimbursement and interest shall be paid by CLUB on the first day of the month following the notice of payment by CITY. Notwithstanding the preceding provision, if CLUB fails or refuses to take out or maintain insurance as required in this Agreement, or fails to provide the proof of insurance, CITY has the right

to declare this Agreement in default without further notice to CLUB and CITY shall be entitled to exercise all legal remedies in the event of such default.

XII. DAMAGE OR DESTRUCTION

- A. CLUB's Duty to Repair Casualty:** Except as provided in this section and subject to the terms and conditions of CLUB's maintenance obligations provided elsewhere in this Agreement, should the Property be damaged by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature (Casualty), CLUB, at CLUB's sole cost and expense, shall, as expeditiously as reasonably possible, consult with CITY and repair any damages to the Property, and repair, restore and replace any such damaged or destroyed fixtures, improvements or personal property.
- B. Construction Provisions:** In the event of any reconstruction of the Property, fixtures or improvements required of CLUB pursuant to this Section, CLUB shall repair the Property, and repair or rebuild such fixtures and improvements, to substantially the same condition they were in immediately preceding such Casualty.
- C. No Abatement:** In the event of reconstruction, replacement or repair by CLUB pursuant to this Section as approved by CITY, CLUB shall continue its operations on the Property during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. CLUB shall not be entitled to any compensation or damages from CITY for loss of use of the whole or any part of the Property, CLUB's personal property or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

XIII. GENERAL PROVISIONS

- A. Entire Agreement:** This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter hereof. Neither of the parties has relied upon any oral or written representation or oral or written information given to it by any representative of the other party. All prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. Each party has relied on its own examination of the Property, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself. Each of the parties agrees that no other party, agent, or attorney of any other party has made any promise, representation or warranty, whatsoever, which is not contained in this Agreement. Failure or refusal of any party to read the Agreement or other documents, inspect the Property and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have

been based on these actions. No modification, amendment or alteration of this Agreement will be valid unless it is in writing and signed by all parties.

- B. Covenant Running With the Land:** This Agreement shall be binding upon and shall inure to the benefit of the parties, and their assigns, agents, servants, employees and successors in interest, including, but not limited to, any person or entity claiming title through CLUB to all or any portion of the Property. The benefits and burdens described herein constitute covenants running with the land for the benefit of the Property owned by CITY.
- C. Headings:** The headings of Sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
- D. Amendments:** The governing bodies of CITY and CLUB may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of each organization. Amendments shall not invalidate this Agreement, but may relieve or release either party from certain obligations contained herein.
- E. Additional Instruments to Be Executed:** The parties shall execute and deliver any instruments in writing necessary to carry out any agreement, term, condition, or assurance in this Agreement whenever occasion shall arise and request for such instruments shall be made.
- F. Counterparts:** This Agreement may be executed in counterparts and, when so executed by the parties, shall become binding upon them and each such counterpart will be an original document.
- G. Waiver:** No covenant, term or condition of this Agreement shall be deemed to be waived by any party hereto unless such waiver is in writing and executed by the party making the waiver. No waiver or a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.
- H. Severability:** If any provision of this Agreement is held invalid, the Agreement shall not be affected thereby and shall nevertheless be in full force and effect to the fullest extent permissible by law.
- I. Successors And Assigns / Binding Effect:** CLUB shall not be entitled to assign or sublet all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of CITY, which consent shall not be unreasonably withheld. Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations

thereby assigned or subleased and that it will keep and perform all covenants, conditions and provisions of this Agreement which are applicable to the rights acquired. Any purported assignment or subletting without CITY's prior written consent shall be void.

- J. Governing Law and Venue:** This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement shall be deemed made and entered into San Diego County, which shall also be deemed to be the sole proper venue for any action or proceeding to this Agreement.
- K. Attorney's Fees:** In the event any action shall be instituted by CITY in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action, including reasonable attorneys' fees as fixed by the Court therein.
- L. Inconsistencies and Ambiguities:** This Agreement is to be deemed to have been prepared jointly by the parties hereto with advice of counsel and, if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against any particular party as the drafter.
- M. Independent Contractor:** This Agreement by and between CITY and CLUB and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between CITY and CLUB. CLUB understands and agrees that all persons furnishing services for and on behalf of CLUB pursuant to this Agreement are, for purposes of liability, employees solely of CLUB and not of CITY.
- N. Nondiscrimination/Equal Opportunity:** CLUB, for itself, its successors and assigns and all persons claiming under or through it, covenants that it shall not discriminate against or segregate against any person or group of persons on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, in the operations, occupancy, use or enjoyment of the Property. CLUB shall adopt guidelines to ensure that neither CLUB nor any person claiming under or through it, will establish or permit any practice of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, licensees, employees or vendees in the Property or the improvements thereon. CLUB shall not prophesy or promote its creed to persons making use of the Property. CLUB further covenants to comply with all State and Federal nondiscrimination laws now or hereafter in effect. The foregoing covenants shall run with the leasehold. CLUB agrees to abide by CITY's equal opportunity policy as it exists or is amended to the extent that the program is applicable to this Agreement. A copy of the program effective as of the date of this Agreement is on file in the office of the City of Imperial Beach.

- O. Notices:** All notices, demands or other communications concerning this Agreement shall be directed to the following authorized representatives. Any party may change its address by a notice given to the other party.

CITY

City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Phone: (619) 423-8303
Attn: City Manager

CLUB

The Boys & Girls Club
847 Encina Avenue
Imperial Beach, CA 91932
Phone: (619) 424-2266
Attn: President

Any such notices shall be deemed given when deposited in the mail as required herein above and shall be deemed received 48 hours after being deposited as required herein. The person and the place to which notices are to be mailed may be changed by either Party by notice to the other.

- P. Authority:** Each party and its respective agents executing this Agreement warrants and represents that it has full power and authority to execute, deliver and perform the obligations under this Agreement, and that each party's performance hereunder has been duly authorized by requisite actions on the part of that party.
- Q. Time of Essence:** Time is of the essence of each and every provision of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO have executed this Agreement on date first above written.

CITY OF IMPERIAL BEACH

Signature on file

ANDY HALL, CITY MANAGER

4/17/2014

Date

THE BOYS & GIRLS CLUB

Signature on file

PRESIDENT

4/17/2014

Date

ATTEST:

Signature on file

JACQUELINE M. HALD
CITY CLERK

EXHIBIT A
DESCRIPTION OF THE PROPERTY SUBJECT TO THE OPERATING AGREEMENT

- Note (ball field area to be removed as indicated in attached map)

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Imperial Beach and described as follows:

Parcel 1:

The North 390.00 feet of the West Half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Excepting therefrom the West 960.00 feet thereof.
Also excepting therefrom any and all street openings.

Parcel 2:

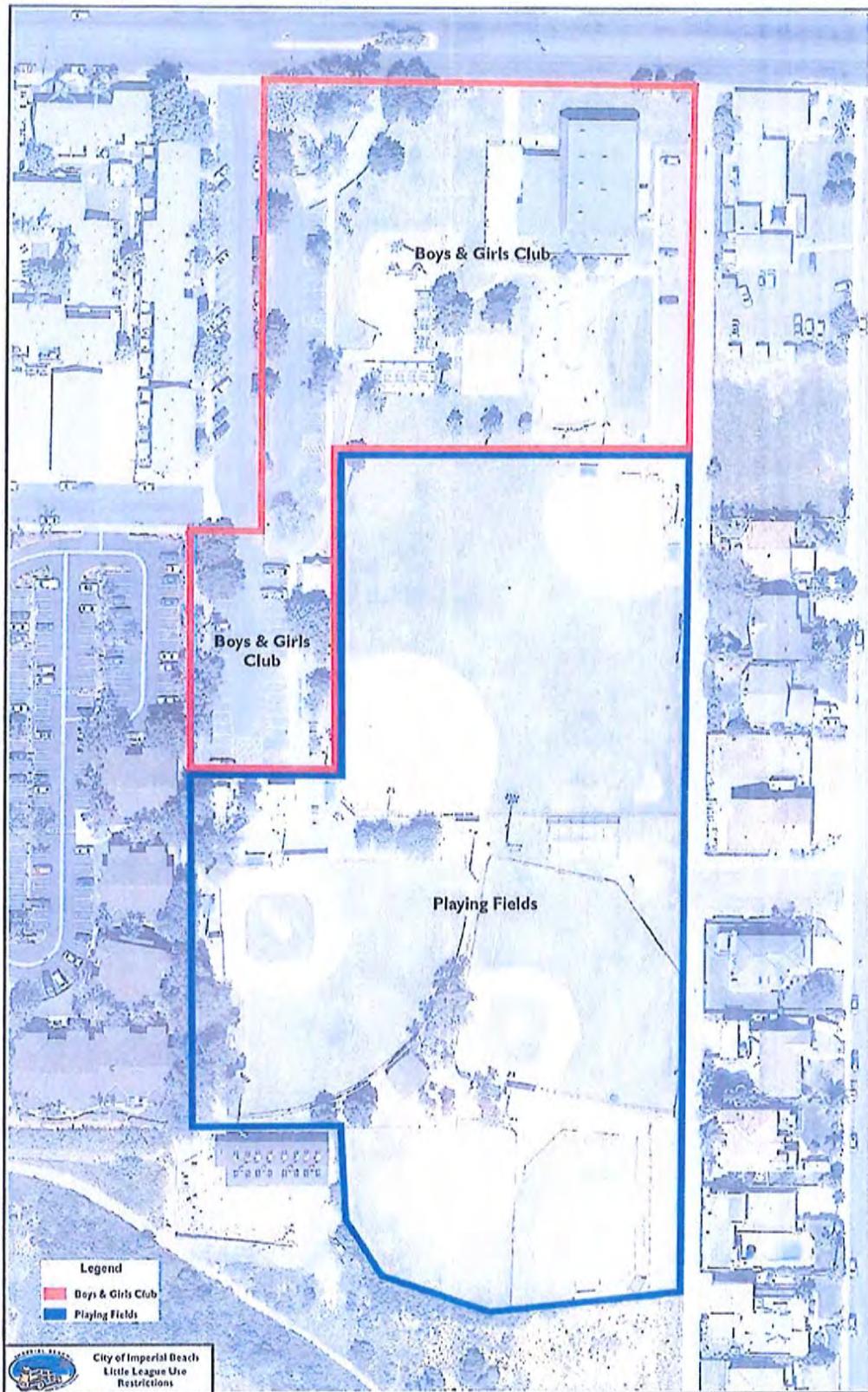
The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Parcel 3:

That portion of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey More particularly described as follows:

Commencing at the Northwest corner of Lot 24 of Seaside Point Palisades Unit No. 2, according to Map thereof No. 8748, filed December 20, 1977, in the Office of the County Recorder of San Diego County; thence along the Westerly prolongation of the North line of said Lot 24, due West a distance of 16.80 feet to a point on the East line of the West half of the Southeast quarter of said Section 30, said point being 733.00 feet from the Northeast corner of the West half of the Southeast quarter of Section 30; thence along said East line South 00° 08' 32" East a distance of 172.01 feet to a point on the South line of the South 515.00 feet of the North 905.00 feet of said West half as described in Deed recorded March 1, 1972, file/Page No. 72-49370, of Official Records of the County Recorder of San Diego County, said point being the true point of beginning; thence along said South line North 89° 49' 07" West (record North 89° 06' 47" West per record of Survey Map No. 8470), a distance of 289.84 feet; thence South 03° 35' 22" East a distance of 78.92 feet ;thence South 33° 17' 15" East a distance of 57.80 feet; thence South 72° 56' 56" East a distance of 9755 feet; thence North 84° 09' 11" East a distance of 161.09 feet more or less to a point on the East line of said West half; thence along said East line North 00° 06' 32" West a distance of 138.36 feet to the true point of beginning.

APN: 632-400-35-00 and 632-400-33-00
(End of Legal Description)



**EXHIBIT B
MINIMUM PROGRAMMING TO BE PROVIDED BY CLUB**



**BOYS & GIRLS CLUBS
of South County**

**IMPERIAL BEACH SPORTS PARK
SPRING CLASS SCHEDULE**

Annual Membership Fees: \$40 Individual Fee / \$60 Family Fee

DANCE	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Ballet /Tap-Beginning	3-4	Yesenia	TBD	TBD	\$40/\$45/\$55	10 WEEK
Ballet /Tap-Intermedia	5-7	Yesenia	Thurs	5-5:45pm	\$40/\$45/\$55	10 WEEK
Ballet /Tap-Intermedia	8-10	Yesenia	Wed	5-5:50pm	\$40/\$45/\$55	10 WEEK
Zumba	12+	Abby	Mon & Thurs	7-8pm	\$40/\$45/\$55 (\$7 drop In)	MONTHLY

MARTIAL ARTS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Tae Kwon Do I	3-5	Klm	Tues & Thurs	4-4:30pm	TBD	MONTHLY
Tae Kwon Do II	6+	Klm	Tues & Thurs	5-6pm	TBD	MONTHLY

LIFE SKILLS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Basic Computer Skills	18+	STAFF	1/WEEK	TBD	FREE	8 WEEK
Career Readiness	16+	STAFF	1/WEEK	TBD	FREE	8 WEEK

PHYSICAL FITNESS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Yoga I	4-7	Minnie	1/WEEK	TBD	TBD	MONTHLY
Yoga II	8-12	Minnie	1/WEEK	TBD	TBD	MONTHLY
Yoga III	12+	Minnie	1/WEEK	TBD	TBD	MONTHLY
Gymnastics	3-5	Daniela	Mon	TBD	\$40/\$45/\$55	10 WEEK
Gymnastics	6-10	Daniela	Thurs	4:15-5pm	\$40/\$45/\$55	10 WEEK
Boot Camp	16+	Marlon	TBD	TBD	\$100/\$105/\$110	MONTHLY

PERFORMING ARTS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Guitar	6+	TBD	1/WEEK	TBD	\$35/\$40/\$50	8 WEEK

ENRICHMENT	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Mommy & Me	2-5	Sandra	Mon	10-11am	\$40/\$45/\$55	10 WEEK

SPORTS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Youth Basketball	12-14	TBD	1/WEEK	TBD	\$40/\$45/\$55	SEASONAL
Adult Basketball	18+	TBD	1/WEEK	TBD	\$250/\$300 per team	SEASONAL

Seniors	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Yoga IV	55+	Minnie	1/WEEK	TBD	TBD	MONTHLY
Zumba II	55+	Abby	Mon & Thurs	7-8pm	\$40/\$45/\$55 (\$7 drop In)	MONTHLY
Basic Computer Skills	55+	STAFF	1/WEEK	TBD	FREE	ON GOING
Social Hour	55+	STAFF	1/WEEK	TBD	FREE	ON GOING

DROP-IN ACTIVITIES	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Cooking	6-16	STAFF	1/MONTH	TBD	\$2/\$2/\$4	TBD
Dodgeball Night	6-16	STAFF	1/MONTH	TBD	\$2/\$2/\$4	TBD
Dances	11-16	STAFF	1/MONTH	TBD	\$2/\$2/\$4	TBD
Parent Night Out	6-12	STAFF	1/MONTH	6-10PM	\$10/\$15/\$20	TBD

Exhibit C
Property Held Open to the Public
Map/Description of Facilities

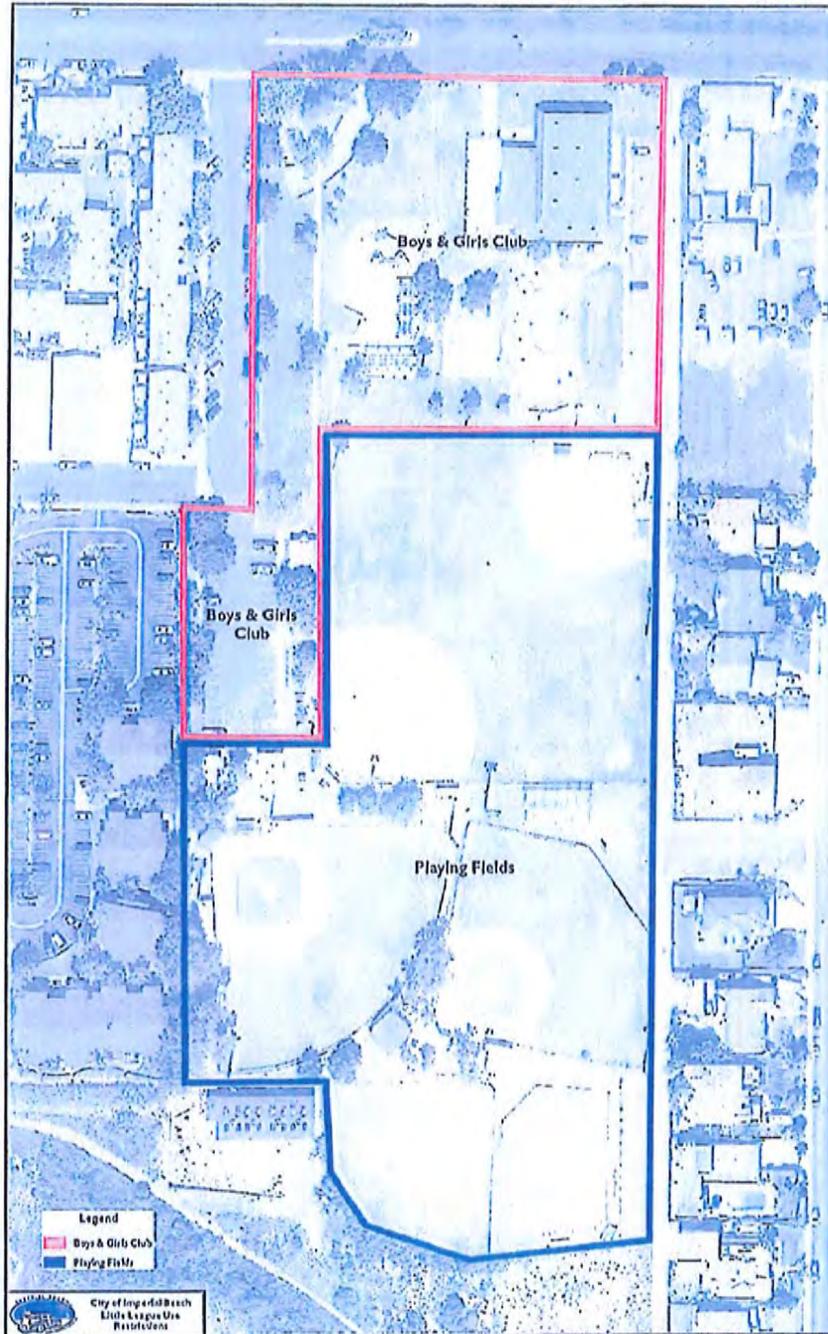


Exhibit D – Walk-Thru Inspection

EXHIBIT D - SPORTS PARK WALK THRU INSPECTION

1. Signage needs to be changed to Boys & Girls Club
2. Gym Fascia needs painted/wood rot needs replaced
3. Remove pine trees on south side of gymnasium. Water is leaching up lower portion of wall
4. South east corner of gym is cracked. PVC piping missing on top Southeast corner of gym, wiring exposed
5. Graffiti removed on South side of gym
6. Southwest entry door is stained with urination
7. Light/fence columns on patio are cracked
8. Caulking around lower joints of patio/building
9. Water heater drain is broken
10. Water heater vent need connection
11. Men's toilet drains slowly. Lines need to be inspected by video camera to determine problem
12. Music Room door/ wall need finished
13. New gym flooring is needed. Multi-purpose flooring such as flooring at BGC gym is suggested
14. Gym divider partition/curtain is needed to maximize recreation classes space
15. Gym storage door needs replaced
16. All gym lights need to be checked
17. Holes in gym storage ceiling
18. Gym water fountain not working properly
19. Spit sink adjustment is needed
20. Breakaway rims need installed on basketball backboards
21. Test mechanical operation of basketball backboards
22. Test mechanical operation of scoreboard
23. Test mechanical operation of heaters
24. Test mechanical operation of speakers
25. Test mechanical operation of fire alarms

Exhibit D – Walk-Thru Inspection

26. Games room counter door hinges need replaced
27. Dry wall under sink in kitchen area needs replaced
28. Games room ceiling tiles need replaced or painted
29. Missing exit light screens
30. Playground mats in Tot Area are missing and worn
31. Gazebo needs repainting
32. Meter box foundation needs replaced
33. Outside activities board needs removed or replaced
34. Is Skate Park unfinished? Identify purpose of grass area in skate park
35. Replace or remove goop on North west fascia
36. East side lighting needs checked
37. North side under eaves stucco is cracked
38. West wall gym entrance door needs replaced
39. NW corner roof - grease or mold
40. NW corner base is discolored
41. Tree trimming

EXHIBIT E
CELLULAR TOWER AGREEMENT WITH CRICKET COMMUNICATIONS

MF 852; CUP 060382; DR 060383
Site known as: Imperial Beach Sports Park
APN: 632-400-35
Cricket Site Identifier: SAN-749 Imperial Beach Park

NON-EXCLUSIVE LICENSE AGREEMENT FOR CELLULAR SITE

This Non-Exclusive License Agreement for Cellular Site (the "Agreement") is entered into as of the date indicated on the execution page, by the City of Imperial Beach, a municipal corporation with an address at 825 Imperial Beach Boulevard, Imperial Beach, California 91932 (the "City" and hereinafter referred to as "Grantor") and Cricket Communications, Inc., a Delaware corporation, with its principal office located at 10307 Pacific Center Court, San Diego, California 92121 (hereinafter referred to as "Grantee"). Pursuant to the terms hereof, Grantor hereby grants to Grantee, its successors and assigns, a License to enter upon certain property, as more particularly described in Exhibit 1 attached hereto and incorporated herein by reference (the "Property"), subject to the terms and conditions set forth in this Agreement:

WITNESSETH:

WHEREAS, the City owns that certain plot, parcel or tract of land, located at 425 Imperial Beach Boulevard, Imperial Beach, California 91932, in the County of San Diego, commonly known as the Imperial Beach Sports Park (referred to hereinafter as the "Property" and more particularly described in Exhibit 1 attached hereto and incorporated herein by reference).

WHEREAS, Grantee desires to use a portion of the Property in connection with its federally licensed communications business.

WHEREAS, Grantor desires to grant to Grantee the right to use said portion of the Property in accordance with the Non-exclusive License described herein.

WHEREAS, the Non-Exclusive License authorizes only the uses specified therein and requires the prior written permission of the City for any other use.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE.** Grantor hereby agrees to permit Grantee to locate its Communication Facility (as defined below in Section 2) on a portion of the Property, as more particularly described and depicted in Exhibit 2, attached hereto and incorporated herein by reference. In connection with the Communication Facility, Grantor grants to Grantee a License to enter upon and/or use portions of the Property consisting of the following: (i) ground area space of approximately 91 square feet with dimensions measuring approximately 13' X 7' feet (the "Equipment Space") upon which Grantee will construct its underground vault station equipment; and (ii) the non-exclusive easement for reasonable access to the Equipment Space and existing telecommunications monopole, seven (7) days a week twenty-four (24) hours a day,

on foot or motor vehicle and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under or along a two (2) foot wide right-of-way extending from the existing monopole and existing SDGE power source, to the demised premises (said demised premises and right-of-way hereinafter collectively referred to as the "Premises") for access being substantially as depicted in Exhibit 2; provided that the access and use shall not interfere with Imperial Beach Sports Park related activities.

2. PERMITTED USE / OBLIGATIONS.

(a) Grantee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair and replacement of its communication facility and related equipment, cables, accessories and improvements, which may include a suitable support structure for associated antennas, underground equipment shelters or cabinets and any other items necessary to the successful and secure use of the Premises (collectively the "Communication Facility") as approved in the City of Imperial Beach Conditional Use Permit 060382; such use may include the right to test, survey and review title on the Property (collectively, the "Permitted Use"). Grantor and Grantee agree that any portion of the Communication Facility that may be described on Exhibit 2 will not be deemed to limit Grantee's Permitted Use. Final approval of the initial installation of the Communication Facility shall be made based upon final drawings. Grantee has the right to make improvements, alterations or additions to the Premises ("Grantee Changes") appropriate for Grantee's use, subject to prior written approval by the Grantor, which approval shall not be unreasonably withheld, or delayed. Grantee agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility, including all requirements of the Grantor set forth in its Policies and Regulations concerning Cellular Telephone Facilities, a copy of which has been provided to Grantee, as hereafter amended or modified. Grantee has the right to, at its sole cost and expense, to modify, replace, or upgrade the Communication Facility within the Premises at any time during the term of this Agreement provided that said alterations of the Premises or actions taken by Grantee shall not violate Section 7 or Section 12 of this Agreement, shall not increase the burden upon the Premises or the Property, or materially change the shape, number or location of antennae or pole. Grantor reserves the right to increase the License Rent if the Grantor determines that any substitutions, modifications, or additions including, but not limited to, the number of antennae, antennae location, or antennae orientation materially alters the scope of License or project installation as described in Exhibit 2.

(b) As a condition of granting this license the Grantee shall install and maintain three (3) appropriately sized flood lights and one (1) security light to sufficiently illuminate the picnic and basketball court area of the Imperial Beach Sports Park to the Grantor's specifications and satisfaction.

(c) Upon completion of the Communication Facility, Grantee shall arrange for a radio frequency emissions test (the "Test") to be performed by an FCC-certified third party reasonably approved by Grantor, as required by Federal Communications Commission (the "FCC") regulations, which results shall be provided to Grantor in a written report. Grantee shall be responsible for the cost of performing the Test and submitting the third party written report of

monitoring results to Grantor. During the final year of the Initial Term (as defined below), and before the start of the second term, if any, Grantee shall arrange for another Test to be conducted and another written report to be submitted to Grantor, as specified herein.

(d) If the results of either of the Tests described in paragraph (c) above do not demonstrate compliance with FCC emissions standards, Grantor shall give Grantee written notice thereof, and Grantee shall bring the Communication Facility into compliance with FCC standards. The parties acknowledge and agree that the grant of this License is conditioned upon ensuring that Grantee's radio emissions fall within FCC standards. If the facilities of telecommunications licensees other than Grantee are located on the Property, only Grantee's radio frequency emissions shall be considered as the benchmark for compliance with FCC standards. Should Grantee be unable to comply with FCC standards within ninety (90) days after receiving Grantor's written notice of such non-compliance, Grantee shall discontinue use of its equipment that is causing such noncompliance. If Grantee fails to do so within such ninety (90) day period, Grantor shall have the right to terminate this License upon ten (10) day written notice.

(e) During the term of this License, Grantee shall conduct additional emissions tests as may be required by FCC regulations.

(f) Within ninety (90) days after the installation of Grantee's Communication Facilities, Grantee shall provide Grantor with as-built drawings of the Communication Facilities, which show actual location of all equipment and improvements consistent with Exhibit 2. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and antennae.

3. TERM.

(a) This Agreement and the License conveyed herein shall be in effect for five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurs.

(b) This Agreement and the License will automatically renew for four (4) additional renewals of five (5) years each and, unless earlier terminated, shall remain in effect for up to twenty-five (25) aggregate years (each renewal term shall be referred to, as an "Extension Term"). Each Extension Term shall be effective automatically but only if the terms and conditions set forth in Section 4 below are met; provided that Grantee does not notify Grantor in writing of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current Initial Term or Extension Term.

(c) If Grantee continues use of the License after the end of the Initial Term and any applicable Extension Term (the "Holdover Term"), Grantee's use of the Premises shall be subject to the same terms and conditions as this License and Agreement. Grantee shall continue to pay Grantor the same monthly amount set forth in Section 4 hereof on a month-to-month or yearly basis. The Holdover Term and this license to continue use during the Holdover Term may

be revoked by either party upon thirty (30) days written notice to the other party.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

4. RENT.

(a) Commencing on the later of (i) January 1, 2007, (ii) the date that Grantee commences occupation of the Premises, as evidenced by the storing of any tools or equipment on the Premises or the commencement of construction or any alteration of the Premises, or (iii) the date which is ninety (90) days following the issuance of a non-appealable Conditional Use Permit by the City of Imperial Beach for Grantee's use of the Property (the "Commencement Date"), Grantee will pay annual rental payment of Thirty Thousand and No/100 Dollars (\$30,000.00) ("Rent") to Grantor for the use of the Premises. Payments shall be made annually or in twelve (12) equal monthly installments, on or before the 5th day of each calendar month in advance. The monthly payment shall be an aggregate amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month to be paid by Grantee in one check addressed and delivered to the City at the address indicated below. Rent will be prorated for any partial month. Grantee also agrees to pay the City a one-time payment in the amount of Seven Thousand Five Hundred Dollars (\$7,500), within sixty (60) days of the date on which the City signs this Agreement.

(b) Upon the commencement of each new calendar year, the Rent shall increase by any percentage increase which occurred in the Consumer Price Index ("CPI") for "All Items - All Urban Consumers" for the San Diego Metropolitan Statistical Area during the preceding year period. However, in no event shall the adjusted rent increase be less than four percent (4%) nor more than eight percent (8%) per year rounded to the nearest dollar (\$1.00). In the event that the above index is no longer published, the parties shall use the successor index, or if no successor index exists, the parties shall mutually agree on an equivalent index.

(c) Grantee shall pay Grantor a late payment charge of five percent (5%) of any payment which is not paid within ten (10) business days after the due date. In addition, any late payment shall bear interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by law.

5. APPROVALS.

(a) Grantor agrees that Grantee's ability to use the Premises is contingent upon the suitability of the premises for Grantee's Permitted Use and Grantee's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Grantee of its use of the Premises, including without limitation all permits required by the City, applications for zoning variances, zoning ordinances, amendments, special use permits, conditional use permits, and construction permits (collectively referred to as "Governmental Approvals"). Grantor authorizes Grantee to prepare, execute and file all required applications to obtain Governmental Approvals for Grantee's Permitted Use under this Agreement and agrees to reasonably cooperate with Grantee in preparing such applications.

(b) Grantee has the right to obtain a title report or commitment for a title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Grantee's choice at Grantee's sole cost and expense.

(c) Grantee may also obtain, at Grantee's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Grantee's use of the Premises will be compatible with Grantee's engineering specifications, system, design, operations or Governmental Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 14 of this Agreement after the applicable cure period;

(b) by Grantee upon written notice to Grantor, if Grantee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Grantee; or if Grantee determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Grantee on sixty (60) days written notice for any reason, so long as Grantee pays Grantor and City a termination fee equal to six (6) months Rent, at the then current Rent rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Grantee under any one or more of Sections 6(a), 6(b), 17, 18 or 19(c) of this Agreement;

(d) by Grantor upon eighteen (18) months' prior written notice by Grantor after the first five (5) year term, if Grantor needs the Premises to provide for the health, safety, and welfare of its citizens; provided, however, in the event any such notice of such termination is given, Grantor and Grantee shall use their best efforts to find a suitable alternative site on or near the Property to which Grantee's Facilities may be temporarily or permanently relocated. If a relocation site is agreed to, this License shall be amended accordingly.

(e) upon termination of this Agreement for any of the causes listed in this section or at the end of the Term of this Agreement, all interests herein conveyed shall be terminated automatically (no conveyance from Grantor to Grantee will be required) and all equipment shall be removed pursuant to Section 12 hereof.

7. **INTERFERENCE.**

(a) Except for any uses required under applicable law, Grantor will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use interferes with Grantee's Communication Facility. Grantor will notify

Grantee of any such proposed lease, license or other right, and Grantor may grant any third party the right to install and operate communications equipment on the Property so long as it has determined that such use will not create interference with Grantee's Communication Facility.

(b) Neither Grantee nor Grantor will use, nor will Grantee or Grantor permit its respective employees, licensees, invitees or agents to use, any portion of the Premises or the Property in any way which unreasonably interferes with each other's operations or the rights of either Grantor or Grantee under this Agreement. Grantor and Grantee will cause interference caused by either of them, respectively, to cease within seventy-two (72) hours after receipt of written notice of interference from the other party. In the event any such interference does not cease within the aforementioned cure period, then the party causing or permitting such interference shall cause the equipment causing such interference to be modified such as to eliminate the interference or to be removed, if modification is not successful in terminating the interference. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

8. INDEMNIFICATION.

Subject to Section 19(b) below, Grantee agrees to indemnify, defend and hold City and its respective governing board or council, officers, attorneys, agents and employees, collectively and individually, harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the Communication Facility or Grantee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of the City, or their respective employees, agents or independent contractors.

9. WARRANTIES.

(a) Grantee and Grantor each acknowledge and represent to the other that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) The City, as applicable, represents and warrants that: (i) the Property is owned by the City in fee simple; (ii) the Property is not encumbered by any other liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Grantee's Permitted Use and enjoyment of the premises under the License and this Agreement; (iii) as long as Grantee is not in default then Grantor grants to Grantee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises subject to the terms herein; (iv) City's execution and performance of this Agreement will be binding on the respective party after the other party's binding and valid execution thereof.

10. ENVIRONMENTAL.

(a) Grantee agrees it will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to Grantee's activity conducted in, or on the Property.

(b) Grantee agrees to hold harmless and indemnify Grantor from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards of policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Section 10 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 10 will survive the expiration or termination of this Agreement.

11. ACCESS.

At all times throughout the Term of this Agreement, and at no additional charge to Grantee, Grantee and its employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) days a week pedestrian and vehicular access to and over a portion of the Property, from an open and improved public road, to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises, provided that such access does not interfere with Imperial Beach Sports Park activities as determined by Grantor.

12. REMOVAL/RESTORATION.

All portions of the Communication Facility brought onto the Property by Grantee will be and remain Grantee's personal property and, at Grantee's option, may be removed by Grantee at any time during the Term. However, the Grantor, in its sole discretion, may elect for the antenna pole, the facility used to store communications equipment, and related conduit to become the permanent property of the Grantor upon expiration or termination of this Agreement by notice to Grantee, in writing, no later than sixty (60) days following expiration or termination of this Agreement. Within one hundred twenty (120) days of the expiration or termination of this Agreement, Grantee will remove all improvements, including the antenna pole, facility used to store communications equipment, and related conduit, unless Grantor has elected to take permanent possession of said items, and return the Premises to their original condition on the

date of execution of this Agreement, normal wear and tear and loss due to casualty and other causes beyond Grantee's control excepted, unless such requirement is waived in writing by Grantor.

13. MAINTENANCE/UTILITIES.

(a) Grantee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Grantor will maintain and repair the Premises and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Grantee will promptly repair any damage to the Property caused by Grantee or its agents.

(b) Grantee will apply and maintain an anti-graffiti coating of the Grantor's specification on their antenna pole up to a height of ten feet above ground. Grantee will remove any graffiti from their property within 48 hours following receipt of notice to Grantee. If graffiti is not removed by Grantee within 48 hours following receipt of notice to Grantee, Grantor will remove graffiti and bill Grantee cost of removal, the minimum charge being fifty (\$50) dollars per occurrence. Grantee shall provide Grantor with the name and telephone number of Grantee's representative for purposes of the notice in this Section 13(b). Within ten (10) days of a change in representative, Grantee shall notify Grantor of the new representative's name and telephone number.

(c) Grantee will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Grantee on the Premises. Grantor and Grantee will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Grantee or Grantor. In the event Grantee cannot secure its own metered electrical supply, Grantee will have the right, at its own cost and expense, to submeter from the Grantor, in which case Grantee's share of the electricity shall be "Rent" for purposes of Section 14 hereof. Grantee will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Grantor and billed to Grantee. Grantor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Grantor, of such services to be furnished or supplied by Grantor.

14. DEFAULT AND RIGHT TO CURE.

The following will be deemed a default by Grantee and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice from Grantor of such failure to pay; or (ii) Grantee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Grantor specifying the failure, provided that with respect to a non-monetary failure to perform, no default will be deemed to have occurred if, within such thirty (30) day period, Grantee commences a cure satisfactory to Grantor and makes progress to complete said cure in a manner reasonably satisfactory to Grantor, but no later than ninety (90) days from the date of the notice without prior written consent from Grantor. Delay in curing a default will be excused if due to causes beyond the reasonable control of Grantee. If Grantee remains in default beyond any

applicable cure period, Grantor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to cure Grantee's default and to charge Grantee the costs of said cure payable under the same terms and conditions as set forth in Section 4(c).

15. ASSIGNMENT.

Grantee may assign this Agreement at any time without Grantor's consent (i) to any of Grantee's partners or parent firms; (ii) to Grantee's successors-in-interest and their affiliates and subsidiaries; (iii) in connection with the sale, exchange, or other transfer of Grantee's FCC authorization for the geographic market area in which the premises are located or substantially all of Grantee's assets in the geographic market area where the premises are located; or (iv) in connection with any financing, loan, security interest, pledge, or mortgage of Grantee's property. Any other assignment or any subletting shall require Grantor's prior written approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

16. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

City: City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, California 91932
Attention: City Manager's Office

Grantee at: Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121
Attention: Legal Department

with a copy to: Cricket Communications, Inc.
4031 Sorrento Road
San Diego, CA 92121
Attention: Property Manager

Any party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other parties as provided herein.

17. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

18. CONDEMNATION. In the event Grantor receives notification of any

condemnation proceedings affecting the Property, Grantor will provide notice of the proceeding to Grantee within ten (10) days. If a condemning authority takes all of the Property, or a portion sufficient, in Grantee's sole determination, to render the Premises unsuitable for Grantee, this Agreement will terminate as of the date the title vests in the condemning authority. As owner of a license on the Property, it shall be Grantee's responsibility to negotiate its separate award, if any, with the condemning authority.

19. CASUALTY.

(a) During the Initial Term, Grantee shall maintain Commercial General Liability insurance covering bodily injury (including death), personal injury and property damage in an amount of not less than five million dollars (\$5,000,000) per occurrence which may be satisfied by a primary policy with a limit of no less than \$2,000,000 and an umbrella policy of excess liability in an amount of no less than \$5,000,000 with an insurance provider authorized to do business in California and rated at least "AV" in *A.M. Best & Company's Insurance Guide* and include the City as an additional insured on the policy or policies. Grantee shall provide the City, with a Certificate of Insurance evidencing the required insurance within thirty (30) days after the Commencement Date of this Agreement. Prior to the commencement of any Extension Term, the City and Grantor shall confer to agree on the insurance to be maintained during that term, which insurance coverage shall, at a minimum, be equal to the financial equivalent of \$5,000,000 in 2006 dollars, reasonably increased each year to account for inflation. Evidence of renewal of the policy (reflecting any required increases) shall be provided by Grantee to the City within twenty (20) business days after each renewal of said insurance policy. Grantor agrees that Grantee may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy; provided that, if Grantee elects to self-insure, it shall notify the City at least 60 days in advance of the effective date of that election and shall provide evidence of a satisfactory self-insurance program to the City. Any election to self-insure shall not become effective until the City has given Grantee written approval therefore, and Grantee shall maintain insurance coverage through an insurance company until said approvals are granted. All policies of insurance covering property damage obtained by any of the parties hereto concerning the Property shall waive the insurer's right of subrogation against the other parties.

(b) The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

(c) City will provide notice to Grantee of any casualty affecting the Property within forty-eight (48) hours after the casualty occurs. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Grantee's sole determination, then Grantee may terminate this Agreement by providing written notice to the City, which termination will be effective as of the date of such damage or destruction. Notwithstanding the foregoing, if Grantee does not terminate this Agreement, all

Rent shall abate during the period of repair following such fire or other casualty until such time as Grantee may resume use of the Premises for Grantee's Permitted Use.

(d) Grantee shall maintain Worker's Compensation coverage at statutory limits.

20. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the City and the Grantee. No provision may be waived except in writing signed by all parties to this Agreement.

(b) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(c) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(d) **Governing Law.** This Agreement will be governed by the laws of the State of California. Any action at law or in equity brought by either of the parties for the purposes of enforcing a right provided by this Agreement will be tried in a court of competent jurisdiction in the county of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

(e) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof. (ii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iii) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement.

(f) **Estoppel.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any; and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(g) **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

(h) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Grantor and Grantee.

IN WITNESS WHEREOF, the undersigned have caused this NON-EXCLUSIVE LICENSE AGREEMENT FOR CELLULAR SITE to be executed and effective as of the date the last party executed this Agreement below.

"GRANTOR"
CITY OF IMPERIAL BEACH

Signature on file

By: _____

Name: Gary R. Brown

Its: City Manager

Dated: 12/21/06

"GRANTEE"
Cricket Communications, Inc.,
a Delaware corporation

Signature on file

By: _____

Name: Anthony G. Benyola

Its: Regional Network Director, Western Region

Dated: 1/8/07

EXHIBIT 1

ASSESSOR PARCEL NUMBER: 632-400- 35

COMMON ADDRESS:
425 Imperial Beach Boulevard
Imperial Beach, California 91932
County of San Diego

LEGAL DESCRIPTION OF THE PROPERTY:

The land referred to herein is situated in the State of California, County of San Diego, described as follows:

Parcel 1:

The North 390.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey. Excepting therefrom the West 960.00 feet thereof. Also excepting therefrom any and all street openings.

Parcel 2:

The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

EXHIBIT F
TONY HAWK FOUNDATION GRANT AGREEMENT

TONY HAWK
FOUNDATION

19 December 2008

City of Imperial Beach
825 Imperial Beach Blvd
Imperial Beach, CA 91932
Attn: Tom Ritter

Dear Tom,

I'm pleased to inform you that the Tony Hawk Foundation has raised \$10,000 to assist in the construction of your public, non-profit skatepark in Imperial Beach. Please review and sign the grant agreement outlined below.

It is our hope that a check from the Tony Hawk Foundation might also help raise your project's public profile and accelerate local fundraising efforts. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony will be appearing at your park, and that no one exploits his name for personal gain.

Please return this agreement to: 1611-A S. Melrose DR #360, Vista, CA 92081.

The grant is made subject to the following conditions:

1. You agree to assume any and all liability for:
 - a. The construction and operation of the skateboard park, and
 - b. The implementation of any information or advice given to you by the Foundation.
2. The Foundation has the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skatepark is not operational within two (2) years of the date of this agreement, or if in the Foundation's sole judgment:
 - a. Grant funds or income arising from the grant have been used for purposes other than those described above; or
 - b. Your organization has failed to comply with any of the terms of the grant.
3. You agree to provide a written progress report (not to exceed two pages) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, detailing the manner in which the Grant money has been spent and the progress you've made in accomplishing the purpose of the Grant. Upon opening the skatepark, you agree to submit a final report, including a photograph (or photographs) showing the entire skatepark.
4. You qualify as a public charity as described in Section 501(c)(3) and under IRC sec. 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform the Foundation immediately of any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.
5. You agree NOT to expend Tony Hawk Foundation grant funds:
 - a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of the Internal Revenue Code 4945(d)(1), or

1611-A S. MELROSE DRIVE #360 • VISTA, CA • 92081 • P: 760.477.2479 • F: 760.477.2474

- b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Code Section 4945(d)(2). (The term "legislation" in this case does not include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)
- 6. Neither Tony Hawk's name or likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of the City of Imperial Beach, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.
- 7. You give the Foundation permission to publicly release information concerning this grant, including your statements and correspondence with the Foundation.
- 8. You shall defend, indemnify and hold harmless the Foundation, Tony Hawk, Inc., Tony Hawk, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns, of and from all liability, loss, damage, claim or expense (including attorneys' fees and court costs) with respect to any and all claims arising in connection with this grant and/or the skatepark, including, without limitation, any and all third party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skatepark.

Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. Please return both pages of the executed original of the letter to us, and keep a copy for your records. The original, signed agreement must be returned no later than Thursday, March 19, 2009 (90 days from the date of this agreement).

After we've received the signed original of this letter, we'll send you the check. Please use this address: 1611-A S. Melrose DR #360, Vista, CA 92081.

Sincerely,
 Signature on file
 Miki Vuckovich
 Executive Director
 Tony Hawk Foundation

Agreed to and accepted on behalf of City of Imperial Beach this 28 day of JANUARY, 2008/9

By: Signature on file (signature)
 Name: TOM RITTER (please print)
 Title: ASSISTANT CITY MANAGER

The check to be made payable to: City of Imperial Beach

Address and name of the person to whom the check should be mailed: TOM RITTER
CITY OF IMPERIAL BEACH
825 IMPERIAL BEACH BLVD.
IMPERIAL BEACH, CA 91932

**EXHIBIT G
TITLE REPORT**

stewart title

Frank Green
Commercial Title Mgr/ATO

Stewart Title of California, Inc.
San Diego, CA 92108
Phone (619) 399-8035
Fax
fgreen@stewart.com

PRELIMINARY REPORT

Order No. : 01180-12316
Title Unit No. : 7034
Your File No. :
Buyer/Borrower Name :
Seller Name : City Of Imperial Beach

Property Address: 441 Imperial Beach Boulevard, Imperial Beach, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of November 20, 2012 at 7:30 a.m.

Frank Green, Title Officer

When replying, please contact: Frank Green, Title Officer

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- CLTA Standard Coverage Policy
- CLTA/ALTA Homeowners Policy
- 2006 ALTA Owner's Policy
- 2006 ALTA Loan Policy
- ALTA Short Form Residential Loan Policy
- Preliminary Search

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee

Title to said estate or interest at the date hereof is vested in:

City of Imperial Beach, a Municipal corporation

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Imperial Beach and described as follows:

Parcel 1:

The North 390.00 feet of the West Half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Excepting therefrom the West 960.00 feet thereof.

Also excepting therefrom any and all street openings.

Parcel 2:

The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Parcel 3:

That portion of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey More particularly described as follows:

Commencing at the Northwest corner of Lot 24 of Seaside Point Palisades Unit No. 2, according to Map thereof No. 8748, filed December 20, 1977, in the Office of the County Recorder of San Diego County; thence along the Westerly prolongation of the North line of said Lot 24, due West a distance of 16.80 feet to a point on the East line of the West half of the Southeast quarter of said Section 30, said point being 733.00 feet from the Northeast corner of the West half of the Southeast quarter of Section 30; thence along said East line South 00° 08' 32" East a distance of 172.01 feet to a point on the South line of the South 515.00 feet of the North 905.00 feet of said West half as described in Deed recorded March 1, 1972, file/Page No. 72-49370, of Official Records of the County Recorder of San Diego County, said point being the true point of beginning; thence along said South line North 89° 49' 07" West (record North 89° 06' 47" West per record of Survey Map No. 8470), a distance of 289.84 feet; thence South 03° 35' 22" East a distance of 78.92 feet; thence South 33° 17' 15" East a distance of 57.80 feet; thence South 72° 56' 56" East a distance of 9755 feet; thence North 84° 09' 11" East a distance of 161.09 feet more or less to a point on the East line of said West half; thence along said East line North 00° 06' 32" West a distance of 138.36 feet to the true point of beginning.

APN: 632-400-35-00 and 632-400-33-00
(End of Legal Description)

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

- A. General and special city and/or county taxes, bonds or assessments which may become due on said land, if and when title to said land is not longer vested in a government or quasi-governmental agency. Tax parcel(s) for said land are currently shown as 632-400-35-00.

Said matter affects: Parcels 1 and 2

- B. General and special city and/or county taxes, bonds or assessments which may become due on said land, if and when title to said land is not longer vested in a government or quasi-governmental agency. Tax parcel(s) for said land are currently shown as 632-400-33-00.

Said matter affects: Parcel 3

- C. Assessments, if any, for Community Facilities Districts or a Mello-Roos District affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

- D. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.

Exceptions:

1. Rights of the public in and to any portion of the property herein described lying within roads, streets or highways.
2. An easement for laying, relaying, repairing, maintaining and/or renewing an anode bed together with necessary electric cables and appurtenances thereto and rights incidental thereto in favor of California Water & Telephone Company, A California Corporation as set forth in a document recorded February 28, 1955 in Book 5549, Page 77, of Official Records, affects a portion of the herein described land.
3. An easement for public street and rights incidental thereto in favor of City Imperial Beach, a municipal corporation as set forth in a document recorded November 29, 1957, in Book 6851, Page 352, of Official Records, affects a portion of the herein described land.

Said matter affects: Parcel 1

4. The provision that the portion of the herein described property located in the North 390 feet of the Northwest Quarter of the Southeast Quarter of said Section 30, respecting the West 960 feet thereof, be used for park and recreational purposes, as provided in Grant Deed dated May 27, 1960, recorded May 31, 1960 as Instrument No. 111864, of Official Records.

The reversionary interest, if any, of South Bay Lions Club in and to the portion of the reversionary property described above, if said land is used for purposes other than park and recreational, as provided in the above referenced deed.

Said matter affects: Parcel 1

5. The matters contained in an instrument entitled "Development Agreement" dated June 6, 1967, by and between Helix Imperial Harbour Redevelopment Corporation, A California Corporation and

City of Imperial Beach, California, a municipal corporation, upon the terms therein provided recorded June 7, 1967 as Instrument No. 67-80981, of Official Records.

Reference is made to said document for full particulars.

6. The effect, if any, of record of survey map no. 8470 which sets forth, or purports to set forth certain dimensions and bearings of the herein described property.
7. An easement for public utilities, appurtenances, ingress, egress and rights incidental thereto in favor of the San Diego Gas and Electric Company as set forth in a document recorded December 28, 1984 as Instrument No. 84-484000, of Official Records, affects a portion of the herein described land.

Said matter affects: Parcel 2

8. A Resolution of the City Council of the City of Imperial Beach, California Establishing an underground utility district, in the City of Imperial Beach to be known and denominated as the Imperial Beach Boulevard underground utility district, recorded April 5, 1994 as Instrument No. 1994-0225350, of Official Records.
9. The Provision that said land be used for public recreational purposes as provided in Grant Deed recorded December 21, 1994 as Instrument No. 1994-0724849, of Official Records, the Reversionary Interest, if any, of the United States of America, acting by and through the Department of the Interior, U.S. Fish and Wildlife Service in and to said land if said land is used for any purposes other than recreational.

Said matter affects: Parcel 3

10. The effect, if any, of record of survey map no. 14756 which sets forth, or purports to set forth certain dimensions and bearings of the herein described property.
11. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review.
12. Rights of tenants in possession of said land by reason of unrecorded leases. Kindly forward said lease, or a current certified tenant rent roll.
13. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.
14. Rights of parties in possession.

(End of Exceptions)

NOTES AND REQUIREMENTS

- A. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.
- B. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement 100 and 116, indicating that there is located on vacant land to an extended coverage policy.
- C. This Company will require the following documents, in order to insure a conveyance or encumbrance by the corporation or unincorporated association named below:

Entity: City of Imperial Beach, a municipal corporation

- a. A copy of the corporation By-Laws or Articles.
- b. An original or certified copy of the Resolution authorizing the subject transaction.
- c. If the Articles or By-Laws require approval by a "parent" organization, we will also require a copy of those By-Laws or Articles.
- d. If an unincorporated association, a statement pursuant to applicable law (such as California Corporation Code Section 20002).

The right is reserved to add requirements or additional items after completion of such review.

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

WIRE INSTRUCTIONS

We hereby request that our funds are wire transferred directly to our account. If you have any questions, regarding this matter, please call the number as referenced above.

We do not accept ACH Transfers, these funds will be returned and may cause a delay in closing.

Bank Name: **Union Bank**

Bank Address: **1980 Saturn Street, Monterey Park, CA**

ABA#: **122000496**

Account Name: **Stewart Title of California, Inc.**

Account Number: **0010426383**

REFERENCE OUR FILE NUMBER: **01180-12316**

REFERENCE OUR BUYER/BORROWER NAME:

REFERENCE OUR SELLER NAME: **City Of Imperial Beach**

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 01180-12316
Escrow No.: 01180-12316

The land referred to herein is situated in the State of California, County of San Diego, and described as follows:

Parcel 1:

The North 390.00 feet of the West Half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Excepting therefrom the West 960.00 feet thereof.

Also excepting therefrom any and all street openings.

Parcel 2:

The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Parcel 3:

That portion of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey More particularly described as follows:

Commencing at the Northwest corner of Lot 24 of Seaside Point Palisades Unit No. 2, according to Map thereof No. 8748, filed December 20, 1977, in the Office of the County Recorder of San Diego County; thence along the Westerly prolongation of the North line of said Lot 24, due West a distance of 16.80 feet to a point on the East line of the West half of the Southeast quarter of said Section 30, said point being 733.00 feet from the Northeast corner of the West half of the Southeast quarter of Section 30; thence along said East line South 00° 08' 32" East a distance of 172.01 feet to a point on the South line of the South 515.00 feet of the North 905.00 feet of said West half as described in Deed recorded March 1, 1972, file/Page No. 72-49370, of Official Records of the County Recorder of San Diego County, said point being the true point of beginning; thence along said South line North 89° 49' 07" West (record North 89° 06' 47" West per record of Survey Map No. 8470), a distance of 289.84 feet; thence South 03° 35' 22" East a distance of 78.92 feet; thence South 33° 17' 15" East a distance of 57.80 feet; thence South 72° 56' 56" East a distance of 9755 feet; thence North 84° 09' 11" East a distance of 161.09 feet more or less to a point on the East line of said West half; thence along said East line North 00° 06' 32" West a distance of 138.36 feet to the true point of beginning.

APN: 632-400-35-00 and 632-400-33-00

(End of Legal Description)

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 11, 2012

Escrow No.: 01180-12316

Property: 441 Imperial Beach Boulevard, Imperial Beach, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

CLTA Preliminary Report Form

Exhibit A (Revised 06-03-11)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(c) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not Insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division;
 - f. environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.a., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

WARNING: THIS DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY (1 THROUGH 9, BELOW MUST BE FILLED IN) FOR IT TO BE ACCEPTED BY . IF THIS IS NOT COMPLETED WILL REQUIRE A COMPLETE COPY OF THE TRUST, WITH A SIGNED AND ACKNOWLEDGED AFFIDAVIT.

TRUSTEE CERTIFICATE
(California Probate Code Section 18100.5)

SCETRUST

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
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Order No. 01180-12316

AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

Order Number: 01180-12316
Available Discounts Disclosure Statement SCE

**SPORTS PARK FIELD USE AGREEMENT
BETWEEN THE CITY OF IMPERIAL BEACH,
IMPERIAL BEACH LITTLE LEAGUE, AND IMPERIAL BEACH GIRLS SOFTBALL LEAGUE**

This Agreement is made and entered into by and between the City of Imperial Beach, a municipal corporation (hereinafter referred to as "City"), Imperial Beach Little League, a 501(c)(3) nonprofit corporation ("IBLL") and Imperial Beach Girls Softball League, a 501(c)(3) nonprofit corporation ("IBGS") (IBLL and IBGS hereinafter referred to collectively as "Leagues").

1. Purpose

The purpose of this Agreement is to provide for certain terms and conditions for the use by Leagues of the City's Sports Park fields and facilities. This Agreement is solely a use agreement and CITY is not transferring any ownership interests in the Sports Park or the associated facilities.

2. Facility Description

City's Sports Park facility is located at 425 Imperial Beach Boulevard, Imperial Beach, California (hereinafter referred to as the "Park").

Leagues shall have preferred use of designated athletic recreational fields, facilities, concession stand, batting cages, storage containers, and grounds at the Park as shown in Exhibit "A" (hereinafter referred to as "Facilities") for Leagues activities and other sporting activities as scheduled by Leagues.

3. Other Activities

Leagues agree to acquire all necessary permits, including Special Event Permits and Noise Amplification Permits, pursuant to provisions of the Imperial Beach Municipal Code and subject to approval by the City, for Leagues' activities or activities of other authorized users which require said permits (e.g., Opening and Closing Day ceremonies, league tournaments, etc.) other than those authorized by this Agreement.

4. Maintenance, Care and Condition of Facilities

A. Routine and Minor Maintenance/Repairs: Leagues agree that during and throughout the term of this Agreement they will maintain and operate the Facilities in a clean, safe, and sanitary condition, free of trash, to the satisfaction of the City. Leagues will inspect the Facilities after each use to ensure they are maintained in a clean, safe, and

sanitary condition, free of trash. Leagues will perform minor maintenance or repair for certain recreational grounds or facilities once approved by City in advance. Leagues shall provide notice to City regarding any proposed minor maintenance or repair and such minor maintenance or repair shall be subject to prior approval by City and will become the property of City unless otherwise agreed to in writing.

B. Specified Maintenance Activities: Leagues shall be solely responsible for, and will perform, the following maintenance duties at the Park, at all times (both during league play and when league play is not being conducted or otherwise in session), throughout the entire term of this Agreement:

- (a) Landscaping and turf maintenance of the batting cages and designated fields and surrounding areas, as indicated in Exhibit "A", including mowing, edging and dragging infields, and chalking the base lines before each game.
- (b) Repairing damage caused by the use of the batting cages and designated fields, including minor sprinkler repairs, fencing, and other facility damage.
- (c) Litter and trash clean up at all areas within the facilities as designated on Exhibit "A", including the batting cages, designated fields, concession stand and field restroom, including emptying full trash cans during and immediately after their activities, performing trash pick-up after each athletic activity, and providing liners for all trash cans on the designated fields.
- (d) Maintaining the field restroom, including supplying all supplies for the restroom.
- (e) Securing the batting cages after each use.
- (f) Maintenance and cleaning of all concession buildings and surrounding areas within the area indicated in Exhibit "A".

C. City's Ability to Inspect and Require Minor Maintenance/Repairs: Leagues agree that within thirty (30) days' notice from the City, Leagues will make any and all of the repairs or maintenance upon the Facilities that have been determined by the City to be necessary in order to maintain a safe environment and/or maintain the Facilities in a satisfactory condition. Should Leagues fail to complete the necessary repairs or maintenance within thirty (30) days' notice from the City, the City shall have the right, but not the duty, to complete such repairs or maintenance and to charge Leagues the City's costs of doing so. The City shall also have the right, but not the duty, to make emergency repairs to the Facilities at the cost of Leagues when

the City determines such repairs arise from use and are immediately necessary for the safety of persons using the Facilities. In instances when the City makes emergency repairs to the Facilities, it will notify Leagues in accordance with Section 5 of this Agreement.

D. City's Contribution Towards Maintenance: City shall provide payment for electricity and water until June 30, 2015. Additionally, City will create a Recreation financial assistance fund equal to \$50,000 per fiscal year for the FY14 and FY15 budget years. The proceeds of the fund will be used to cover the cost of water and electricity for the entire Sports Park facility, including the Recreation Center and surrounding City owned property. The monetary difference between the electricity and water costs for the entire Sports Park facility and \$50,000, if any, may be used to maintain and enhance the area included in Exhibit "A". City and Leagues may negotiate additional financial contributions from City after June 30, 2015, in a manner that coincides with the preparation of the two year municipal budget adopted in June of every odd year. If a financial contribution is not provided by City after June 30, 2015, Leagues shall be responsible for electricity and water costs associated with the contemplated use of the Facilities.

E. Major Repairs/Maintenance: With the exception of Leagues' maintenance and repair obligations set forth in this Section and as otherwise provided in the Agreement, City shall be responsible for all major repairs and major capital improvements at the Park, including those which may be necessary in its parking lots. In addition, City shall be responsible for field lighting maintenance and structural concession stand area maintenance. City shall not be responsible for any minor repairs arising from use of the Designated Fields or any repairs determined by City to be necessitated by a lack of maintenance by Leagues.

No later than December 15 of each year, Leagues will submit a project list to the City to be considered for inclusion in City's next succeeding fiscal year Capital Improvement Program (CIP). This list shall include any desired major maintenance or repair items for recreational fields, grounds or structures (i.e., playing fields, dugouts, fencing, etc.) or any other public facility improvements for the following contract year. City is not obligated to approval any request and each request shall be measured against other items listed in the CIP.

F. Condition of Facilities: Leagues acknowledge that they have made a thorough inspection of condition of the Facilities prior to entering into this Agreement and accept the condition of these Facilities at that time. Leagues further agree to restore the Facilities to their current condition (or maintain better condition if Leagues have improved them during the course of this Agreement) upon expiration of this Agreement. Attached to this Agreement as Exhibit "B" are points of concern and Leagues are not responsible for those repairs.

5. Inspection, Entry and Control

City shall maintain control over, have access to, and have the right, but not the obligation, at any time to inspect and assess the conditions of all Facilities. The City reserves the unfettered right of ingress and egress to the Facilities by authorized City representatives for the purpose of repairs, preservation and maintenance of the Facilities. If such repairs, preservation or maintenance would interrupt Leagues' use, except in emergency situations requiring immediate work, Leagues will be given reasonable notice when such work may become necessary and shall adjust operations in such a manner that City may proceed expeditiously.

Leagues are allowed to use the storage containers shown in Exhibit "A" for the storage of maintenance equipment. Leagues must provide the City any and all keys or combinations Leagues use to secure these containers.

Leagues shall not change, modify or re-key any locks at the Facilities or gates without prior approval from the City. At all times the City shall have key access to all Facilities covered in this Agreement on City property. The unauthorized placement of any lock placed on City facility or gate is strictly prohibited. Any such lock shall be subject to immediate removal by the City at the sole cost of Leagues.

6. Term

This Agreement shall commence on April 16, 2014 and continue through June 30, 2015. City shall have the option to extend this Agreement for two (2) additional two year (2) increments after the end of the current term. Should City desire to exercise an option to extend, it shall give Leagues thirty (30) days notice prior to the end of the then current term.

Notwithstanding the above, this Agreement may be terminated by either party without cause upon delivery and receipt of written notice one hundred twenty (120) calendar days prior to the proposed termination. City may terminate this Agreement for cause, without notice, should Leagues be in default of any covenant or condition hereof.

Upon termination or expiration of this Agreement, Leagues shall surrender all buildings, replacements, changes, additions or improvements constructed or placed by Leagues thereon to CITY in a serviceable, safe and sanitary condition and in good repair except reasonable wear and tear. All personal property of Leagues remaining upon the Park premises thirty (30) days after the expiration or termination of this Agreement shall become, at its election, the property of City. Leagues shall be responsible for any costs of removal of property.

7. Consideration for Use of Concession Operation

In consideration of City granting Leagues the right to store and sell food, snacks, drinks and other related items from the concession stand area, Leagues agrees to use all net proceeds from the concession stand sales exclusively for the benefit of and for the purpose of supporting Leagues' related activities in accordance with this Agreement, or for improvements to the Facilities. Leagues will also comply with all Health and Safety codes for the equipment and personnel in the operation of the concession stand.

8. Use

All scheduling of the Facilities shall be completed by an authorized representative of Leagues. Leagues games and practice schedules, including batting cages, will take priority for Facilities usage.

Outside leagues and/or private groups shall be required to complete a "Rental Use Permit" (included as Exhibit "C") and satisfy all of the requirements as stated in this Agreement. As indicated in the permit, City shall have the right to use the Facilities for any special event with no fee assessed. All fields shown in Exhibit "A" when not in use by Leagues or an authorized renter shall remain open for use to the citizens of Imperial Beach, except when the fields are closed for repair or maintenance.

City and Leagues shall meet on a monthly basis to discuss pertinent items or issues concerning the Facilities. The communication is intended to ensure that all parties are maintaining their part in this Agreement.

City and Leagues will endeavor to develop and adopt user policies and procedures for annual and seasonal recreational scheduling of designated fields including a 2-3 week time period in December for extended field maintenance and recovery. Any proceeds obtained from the use of the Facilities through user fees, grants, donations or other sources of revenue will be used to enhance and augment the Facilities.

Leagues shall not, nor shall Leagues permit employees, agents or representatives of the Leagues or individuals participating in Leagues' programs to violate provisions of the Imperial Beach Municipal Code when using the Facilities or Park, or allow the Facilities or Park to be used for civil insurrection, events contrary to acceptable community standards, or to contribute to general immorality.

9. Hazardous Materials

(i) Hazardous Materials Laws-Definition: As used in this Section 10, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., sec.9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., sec.1801 et seq.), and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., sec. 6901 et seq.), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, soil and ground water conditions or other similar substances or conditions.

(ii) Hazardous Materials – Definition: As used in this Section 10 the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

- a. is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
- b. is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
- c. gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or
- d. is any other material or substance giving rise to any liability, responsibility or duty upon the City or Leagues with respect to any third person under any Hazardous Materials Law.

(iii) Leagues' Representations and Warranties: Leagues represent and warrant that, during the Term of this Agreement or any extension thereof, Leagues shall comply with the following provisions of this Section unless otherwise specifically approved in writing by City, subject to the terms and conditions of Leagues' maintenance obligations provided elsewhere in this Agreement:

- a. Leagues shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Facilities by Leagues, its agents, employees, assigns, contractors or invitees, except as required by Leagues' permitted use of the Facilities in the normal course of operations;
- b. Any handling, transportation, storage, treatment or usage by Leagues of Hazardous Materials that is to occur on the Facilities following the

commencement date of this Agreement shall be in compliance with all applicable Hazardous Materials Laws;

- c. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Facilities following the commencement date of this Agreement shall be promptly and thoroughly cleaned and removed from the Facilities by Leagues at their sole expense, and any such discharge shall be promptly reported in writing to City, and to any other appropriate governmental regulatory authorities;
- d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Leagues in the Facilities
- e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Leagues on the Facilities without City's prior written consent;
- f. Leagues shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Facilities in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of City;
- g. Leagues shall promptly supply City with copies of all notices, reports, correspondence, and submissions made by Leagues to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and
- h. Leagues shall promptly notify City of any liens threatened or attached against the Facilities pursuant to any Hazardous Materials' Law. If such a lien is filed against the Facilities, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Facilities pursuant to the lien, Leagues shall either: (a) pay the claim and remove the lien from the Facilities, or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to City in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to City in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this Agreement, Leagues shall surrender the Facilities to City free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Facilities.

10. Dispute Resolution

City desires to reach consensus with and between the Leagues regarding use of the Facilities. All disputes between Leagues and/or City related to this Agreement will be decided by the City Manager or his/her designee. The decision of the City Manager or his/her designee will be final.

11. Compliance with Laws

Leagues expressly agree at all times during the term of this Agreement to comply, and cause compliance, with the Imperial Beach Municipal Code, and any and all present and future laws, general rules, or regulations of any governmental authority now, or at any time during the term of this Agreement, in force relating to sanitation or public health, safety, or welfare; and Leagues shall at all times faithfully obey and comply with all laws, rules and regulations applicable thereto, adopted by federal, state, or other governmental bodies or departments or officers thereof. This shall include, but not be limited to, compliance with the provisions of the Imperial Beach Municipal Code Chapter 12.56 related to the use of public parks and recreation facilities.

12. Operating Rules and Procedures

Leagues shall provide a copy of the rules, regulations, operating policies and procedures for its sports league activities to City upon request.

13. Audit of Records

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

14. Security and Reporting

All violations of law, abuse or damage to the Park or Facilities, or injuries to the public or Leagues' agents or employees, shall be reported immediately to City.

15. Leagues' Employees and Equipment

Leagues have secured or will secure at Leagues' own expense all persons, employees, and equipment required to perform the services required under this

Agreement and all such services will be performed by Leagues, or under Leagues' supervision, by persons authorized by law to perform such services at Leagues' sole expense. Leagues covenant and agree to comply with all local, state and federal laws in the employment of persons and equipment, and to require any of its sub-contractors to likewise comply.

16. Responsibility for Equipment

City shall not be responsible nor held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by Leagues or any of Leagues' employees or sub-contractors. The acceptance or use of any such equipment by Leagues, Leagues' employees, or sub-contractors shall be construed to mean that Leagues accept full responsibility for and agree to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

17. Independent Contractor

Leagues are, for all purposes arising out of this Agreement, independent contractors. Leagues have and shall retain the right to exercise full control and supervision of all persons assisting Leagues in the performance of said services hereunder, City only being concerned with the finished results of the work being performed. Neither Leagues nor Leagues' employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, Leagues being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

18. Hold Harmless

Leagues shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all claims for loss, damage or expense, by reasons of any act or omission of any employee, servant agent or sub-contractor of Leagues, including those, if any, originally employed by City and utilized by Leagues, and Leagues agree to defend, at Leagues' own expense, any suit or suits that may be brought against City by reason of any such act or omission.

Leagues shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against, and shall assume full responsibility for payment of all Federal and State income taxes with respect to

Leagues and Leagues' employees engaged in performance of this Agreement. City and its agents and employees shall not be, nor be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties or personal injury to or death of them, whether caused by, or resulting from, any negligent act or omission of Leagues.

Leagues shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all of the foregoing obligations and liabilities, and any and all costs and expenses incurred by City on which any claim arising therefrom is based. It is intended by both parties that Leagues shall indemnify, defend and hold City harmless from all claims arising by reason of the work done, or by reason of any act or omission of Leagues, their agents, employees and sub-contractors in the performance of this Agreement or any activities undertaken by Leagues on City's property, or resulting from any acts or omission by City resulting from any breach of Leagues under this Agreement, excepting those which arise out of the sole active negligence of City.

19. Insurance

Leagues agrees to maintain such insurance as will fully protect both Leagues and City from any and all claims under any workers' compensation act or employer's liability laws, and from any or all other claims of whatsoever kind or nature for the damage to property or from personal injury, including death, made by anyone whomsoever, which may arise from operations carried on under this Agreement, whether by Leagues, any sub-contractor or by anyone directly or indirectly engaged or employed by either of them.

Leagues shall, throughout the period of this Agreement, provide public liability and property damage insurance covering all operations of the Leagues, its agents and employees, including but not limited to, bodily injury, personal injury and property damage with minimum liability limits of \$1,000,000 per occurrence.

Leagues agree to provide City at or before the effective date of this Agreement with Certificates of Insurance of the policy or policies specified above and to keep insurance in effect during the entire term of this Agreement. Said policy or policies shall provide for thirty (30) days written notice to City of cancellation or material change thereto. Additionally, except for policies of workers' compensation and employer liability, City shall be named as an additional insured in said policy.

In no event will any document other than a Certificate of Insurance be acceptable as evidence of insurance. Failure to provide such document shall be grounds for immediate termination or suspension of this Agreement and use of the Facilities.

It is agreed that any insurance maintained by the City of Imperial Beach shall apply in excess of and not contribute with insurance provided by Leagues as required under this Agreement. Each insurance policy required of Leagues under this Agreement shall acknowledge this by an appropriate clause of similar statement.

20. Waiver of Subrogation

City agrees to continue fire and liability insurance coverage on Sports Park Recreation Center, concession stand and all City contents within; Leagues shall provide any insurance necessary for equipment owned by Leagues and placed in the Facilities.

21. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to:

IBLL:	Imperial Beach Little League P.O. Box 1041 Imperial Beach, CA 91933
IBSL:	Imperial Beach Girls Softball League Attn: Jim Laccone 225 Broadway, Ste. 2000 San Diego, CA 92101
City:	City Manager City of Imperial Beach 825 Imperial Beach Boulevard Imperial Beach CA 91932

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as herein provided.

22. Nondiscrimination and Nonsegregation

League and Leagues' employees, agents and sub-contractors, shall not segregate or discriminate because of race, religion, color, creed, ancestry, sex, age, national origin, marital status, or physical handicap against any person or group of persons by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public.

Leagues, their employees and agents are also prohibited from establishing or permitting the establishment of any practice or policy involving segregation or discrimination with respect to the use of the Park.

23. City Manager

The City Manager or his/her designee shall be the contract officer and shall receive communications from the Leagues and render decisions, unless otherwise stated by this Agreement, on behalf of the City of Imperial Beach.

24. Approvals

Approvals required by City shall not be unreasonably withheld.

25. Modification

Notwithstanding any of the provisions of this Agreement, City and Leagues may hereafter, by mutual consent, agree in writing to any lawful modification, addition or deletion of the terms and conditions of this Agreement.

26. Assignments

No transfer or assignment by the Leagues that affects this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first consented to in writing by City.

27. California Law; Venue

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in San Diego County, California. Leagues hereby waive any and all rights they might have pursuant to Section 394 of the California Code of Civil Procedure.

28. Severability

If any part of this Agreement is/should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed:

City of Imperial Beach:

Signature on file

City Manager

5/27/14

Date

Imperial Beach Little League (IBLL)

Signature on file

League President

Date

Imperial Beach Girls Softball League (IBGS)

Signature on file

League President

Date

Exhibit "A"

Map/Description of Facilities

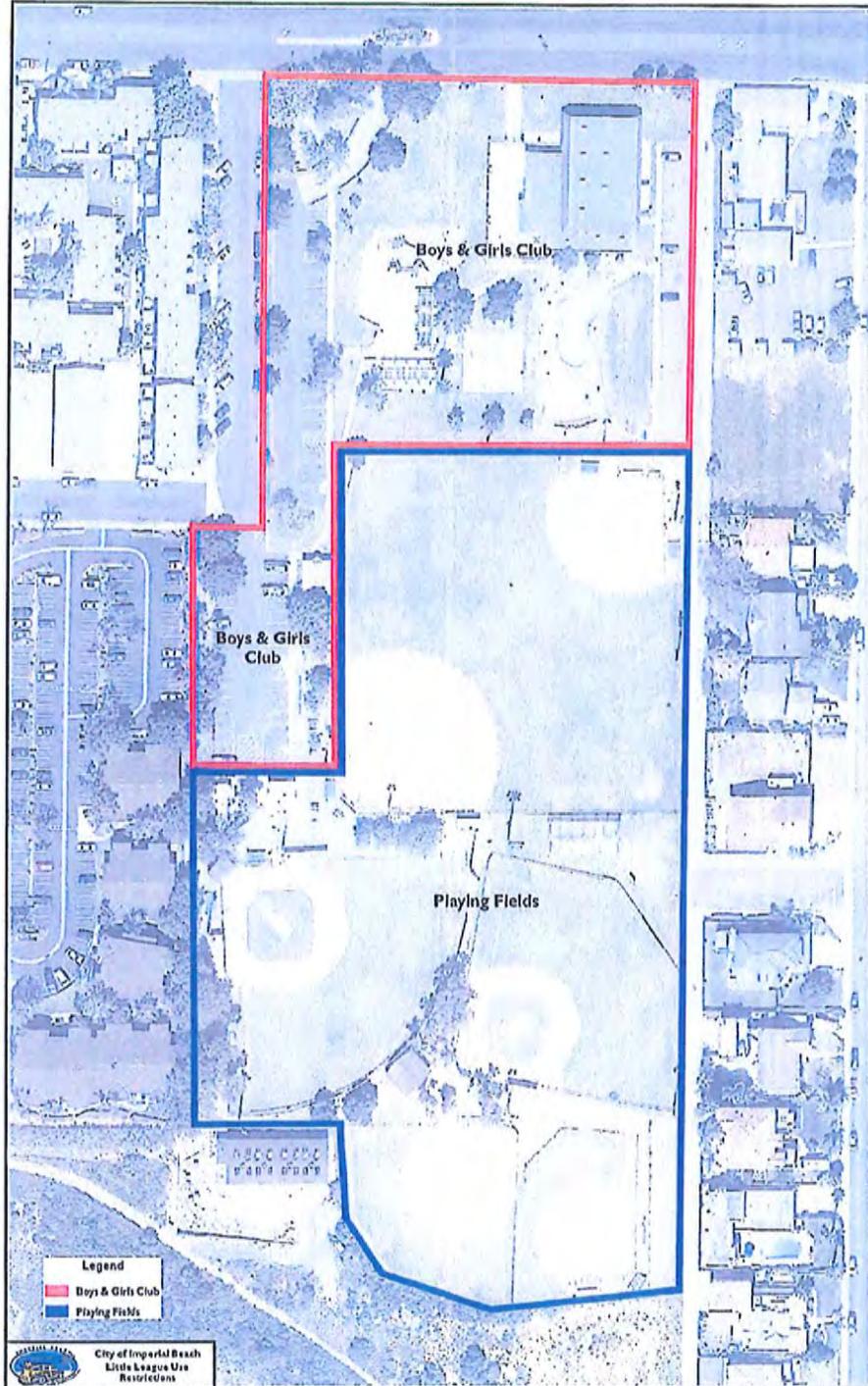


Exhibit "B"
Points of Concern

Imperial Beach Little League

1. Fencing east side of the fields separating the alley from the fields is bowed with bent sharp edges exposed. I have seen kids and adults climb under this fence. Matter of time before someone is cut bad from these exposed sharp edges.
2. Field D right field fencing is bent exposing sharp edges.
3. Field C dugout fencing is bent and wood is split and rotting. Trim wood is rotten and termites are present.
4. Wood fencing around area where security trailer was parked is falling down west side of snack bar.
5. On the west side of Field C there are exposed tree roots.
6. 2 small convex boxes are rusted and inside is completely covered in mold.
7. Outfield fence on Field E extending to Field F is falling down, replaced at the same height as new fencing installed by the Estuary.
8. Field E/F fencing separating left Field E from Field F is falling. Posts are rusted at ground level.
9. Watering system needs 3 new sprinkler heads added for proper watering. Major Field C Field 2 – 180/1 – 360 degree sprinkler heads needed for Fields D and E.
10. Trees at west side of parking lot are in need of trimming. Large dead branches and over weighted limbs are a danger of breaking off causing property damage or injury to people in the parking lot area. Trees on west side of Major Field D are also in need of trimming dead branches and overgrown limbs.
11. Right field fence (Field D) is bent caused by a falling tree branch.
12. Outside center field, Field C, near scoreboard: 2 pine trees in need of property trimming, branches are overloaded and beginning to sag. Planter box is rotten and has rusty nails.
13. Wood trim around snack bar is rotten.
14. Infields are in need of approximately 40 yards of Padre Gold.

Submitted by Imperial Beach Little League on May 12, 2014. See attached photos (Attachment B-1).

Exhibit "B"
Points of Concern

Girls Softball

1. Field A & B-we have 12 lights out of the 28 that shine the fields (per diagram: Attachment B-2)
2. Field B-electrical box has a short. Also, box is in path of water flow when it rains and keeps the box wet and box does not have a cover.
3. Field A-Water turn off has a leak at the shut off valve. Board on the back stop needs to be replaced. Fencing is bowed out (First & Third Base lines) and fencing needs to be tied down in various areas
4. Snack Bar-Eaves have termite damage, no main water shut off for snack bar.
5. Both Fields need Dirt
6. Batting Cages-water always pools up at front of batting cage door
7. Trash Can Fence is off hinges
8. Stands need repair-foot area
9. Sprinklers stay on too long-outfield grass always mushy in the mornings
10. Some sprinkler heads don't work
11. Need to change meters from being billed to City of Imperial Beach to Imperial Beach Girls Softball so we can get a better rate as we are non-profit.
12. Need steel grate to cover drain where Motor Home once was, car wheels have fallen into it in the past
13. Request to have doors/curtain for Women's Bathroom Toilet Stalls
14. Bathrooms have no way to dry hands or dispense soap
15. Sprinkler heads by Batting cages (near home plates) do not turn on (grass dying)
16. No Turn on valve for grass around trees (3rd base line)
17. Snack Bar Security Doors are rusted and need replacement/refinishing
18. Need yellow safety pads on top of short fences to protect players from getting hurt
19. Vent on restroom backside (none present)
20. No numbers on Light Poles
21. Leaks between Men's/Women's restrooms
22. Awnings for dugouts
23. Trees need to be trimmed
24. Fencing around area where Jessop's motor home was
25. Curtains for bathrooms by outfield of Field A

See Attached Diagram (Attachment B-2)

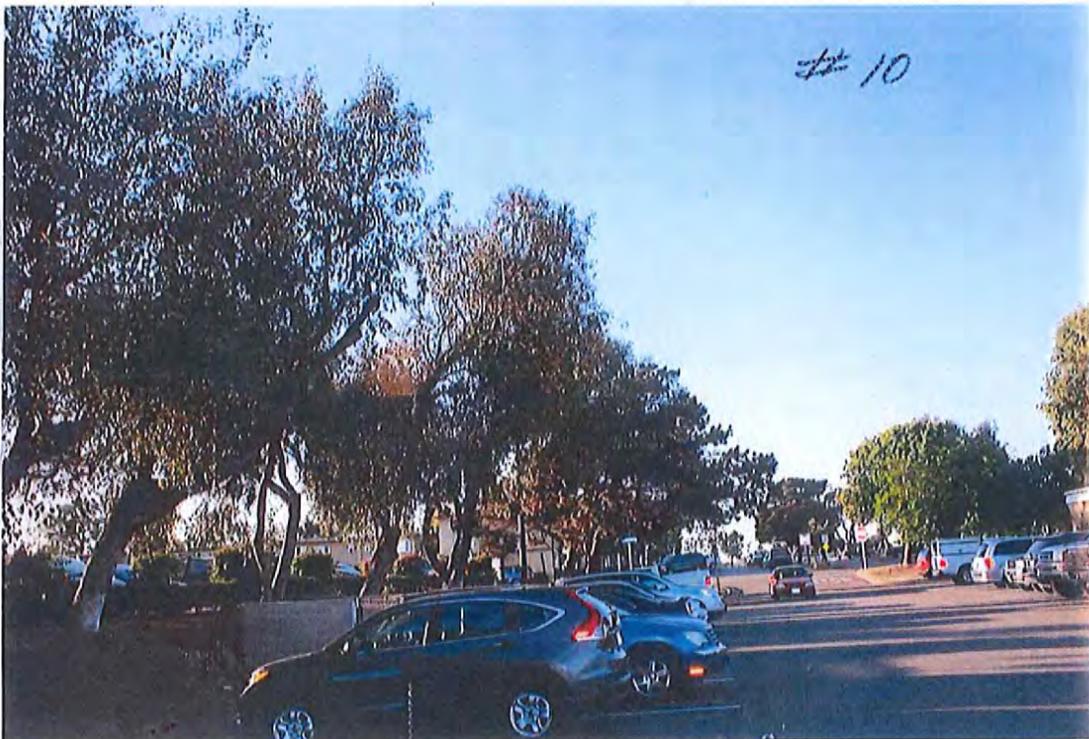


Exhibit B -- Attachment B1



Exhibit B – Attachment B1



Exhibit B – Attachment B1

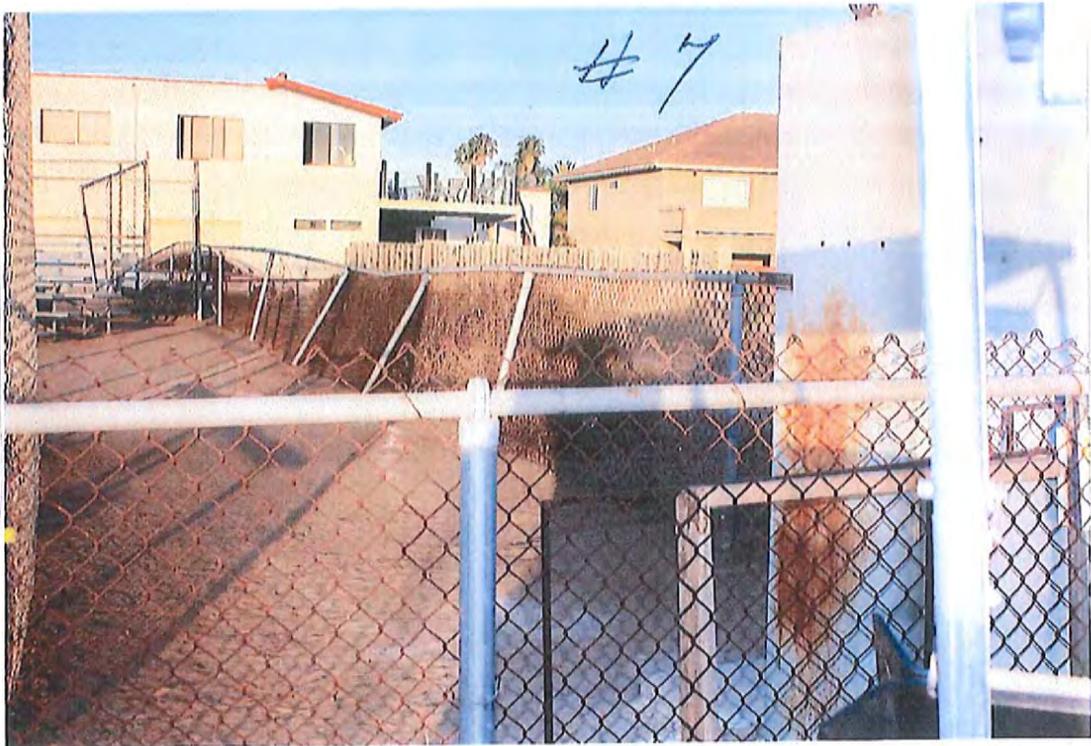
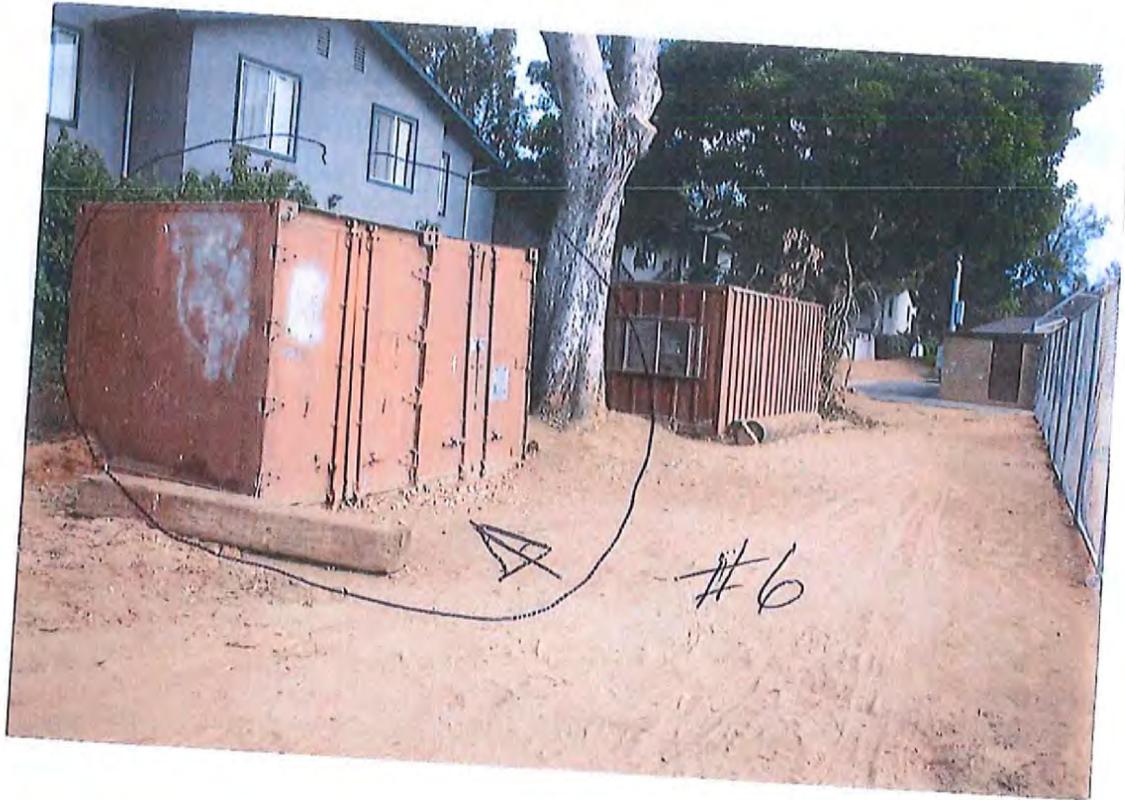


Exhibit B – Attachment B1



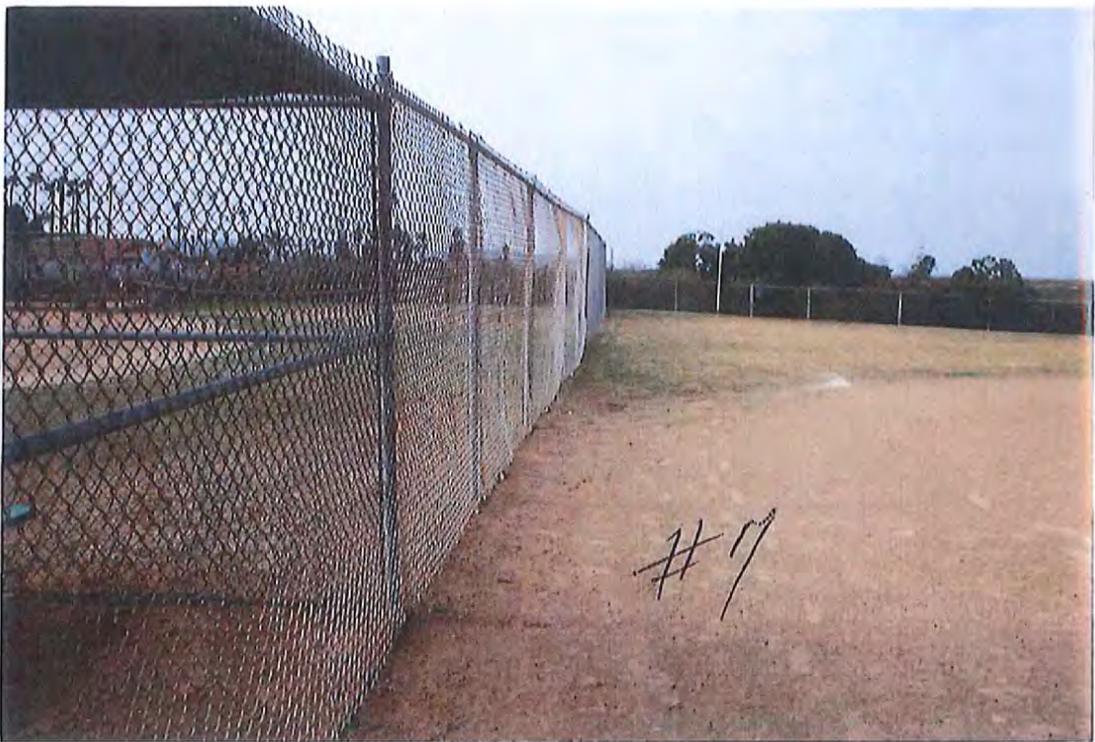


Exhibit B – Attachment B1



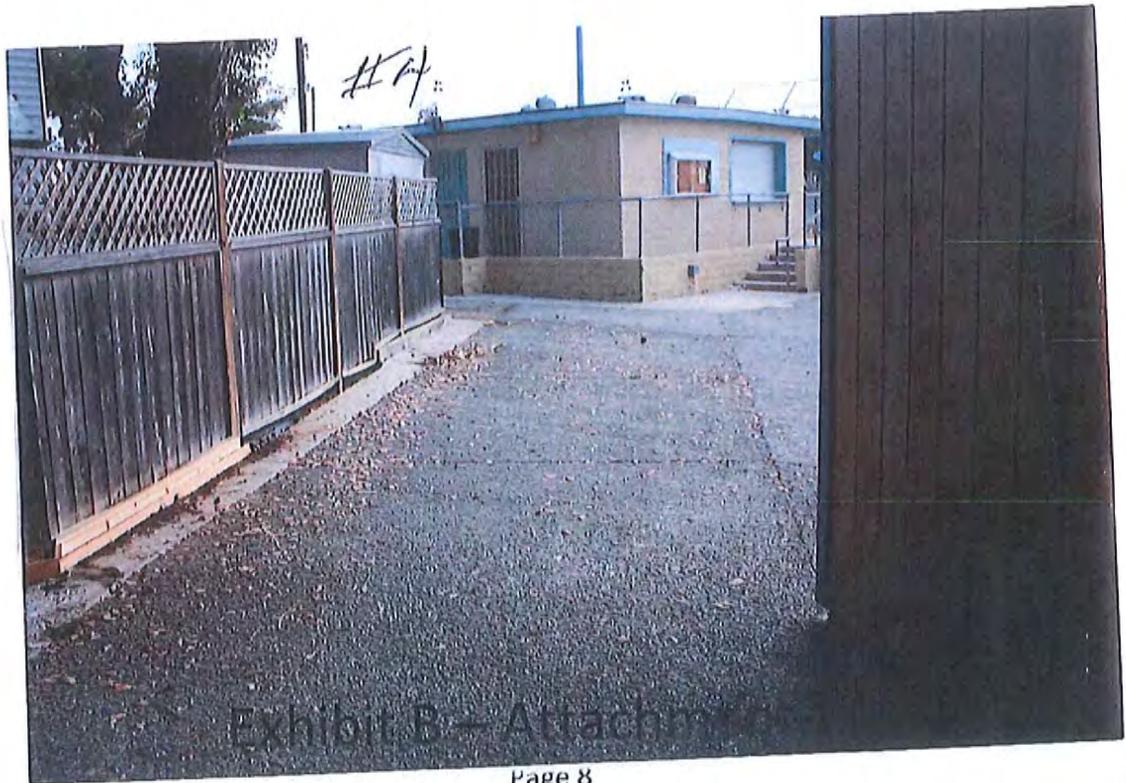


Exhibit B - Attachment

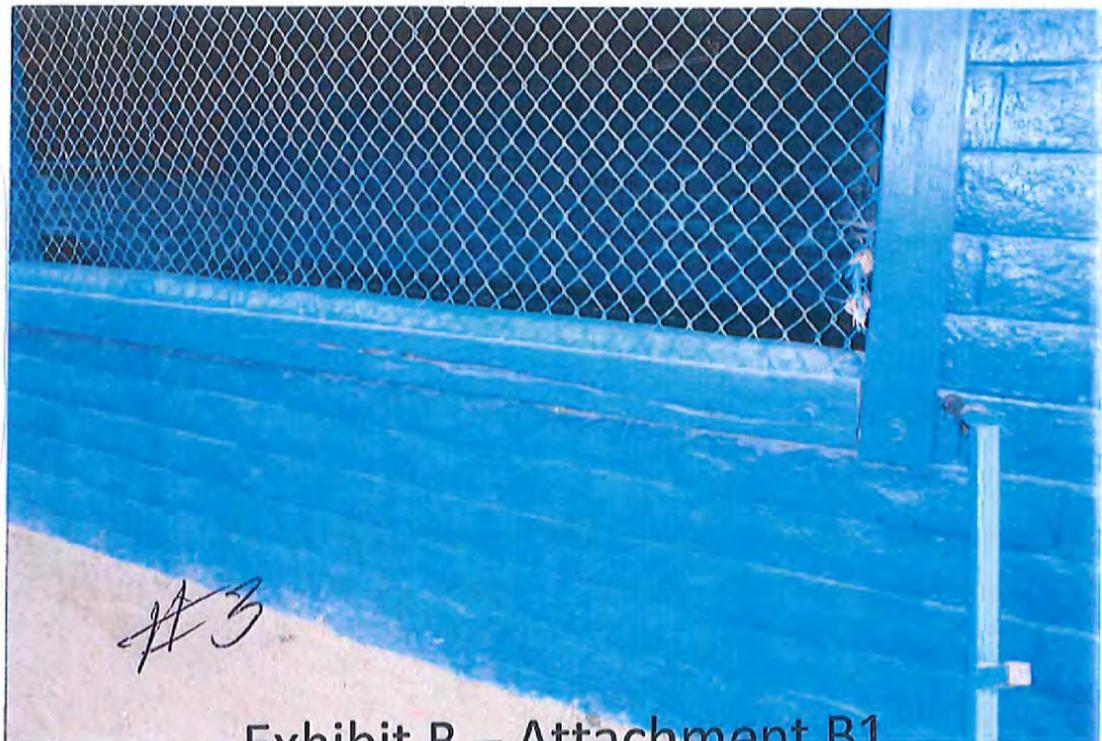
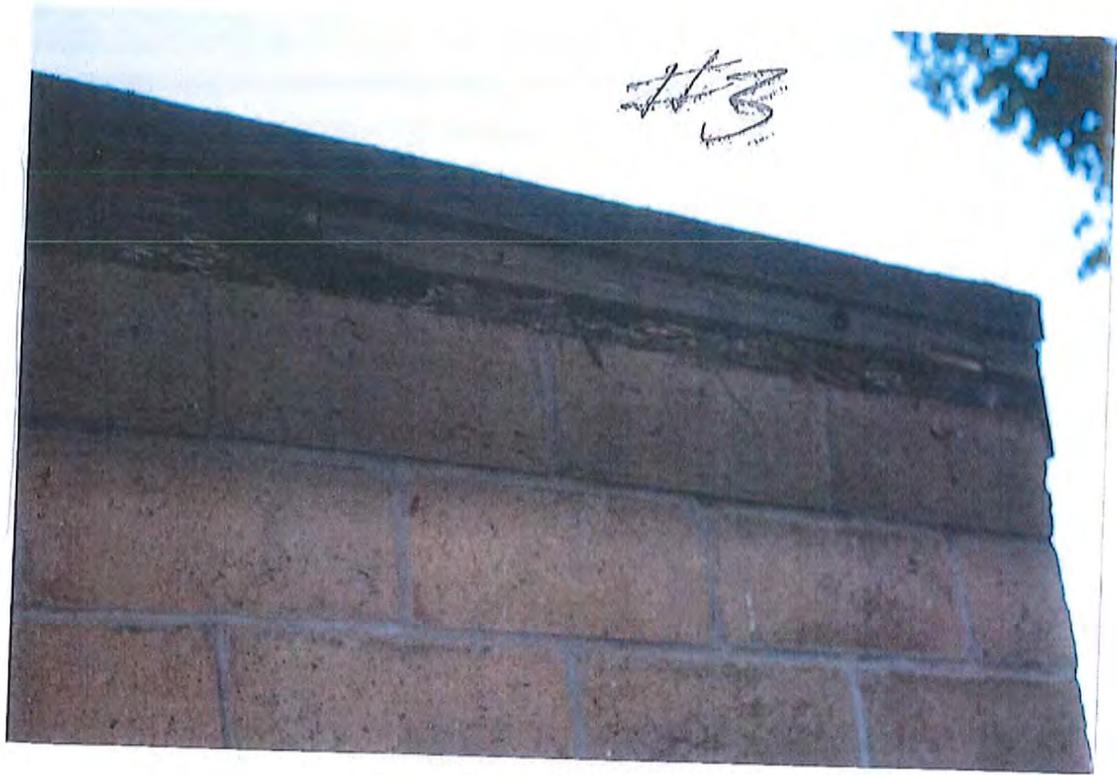


Exhibit B – Attachment B1

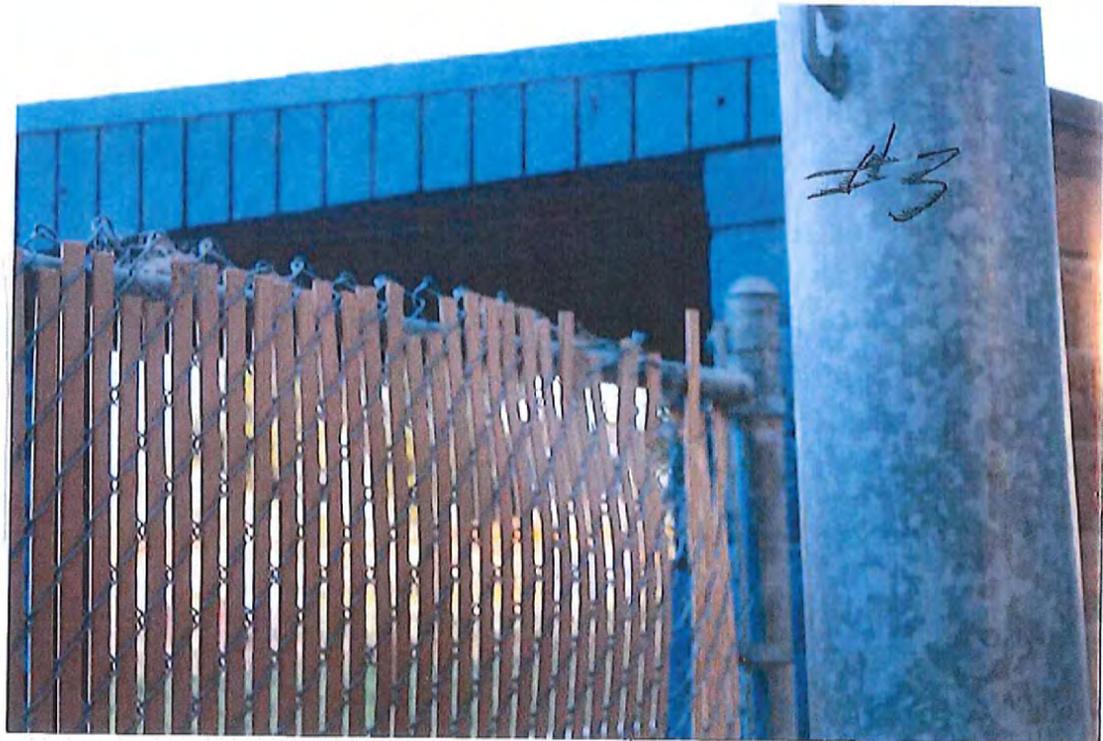


Exhibit B – Attachment B1

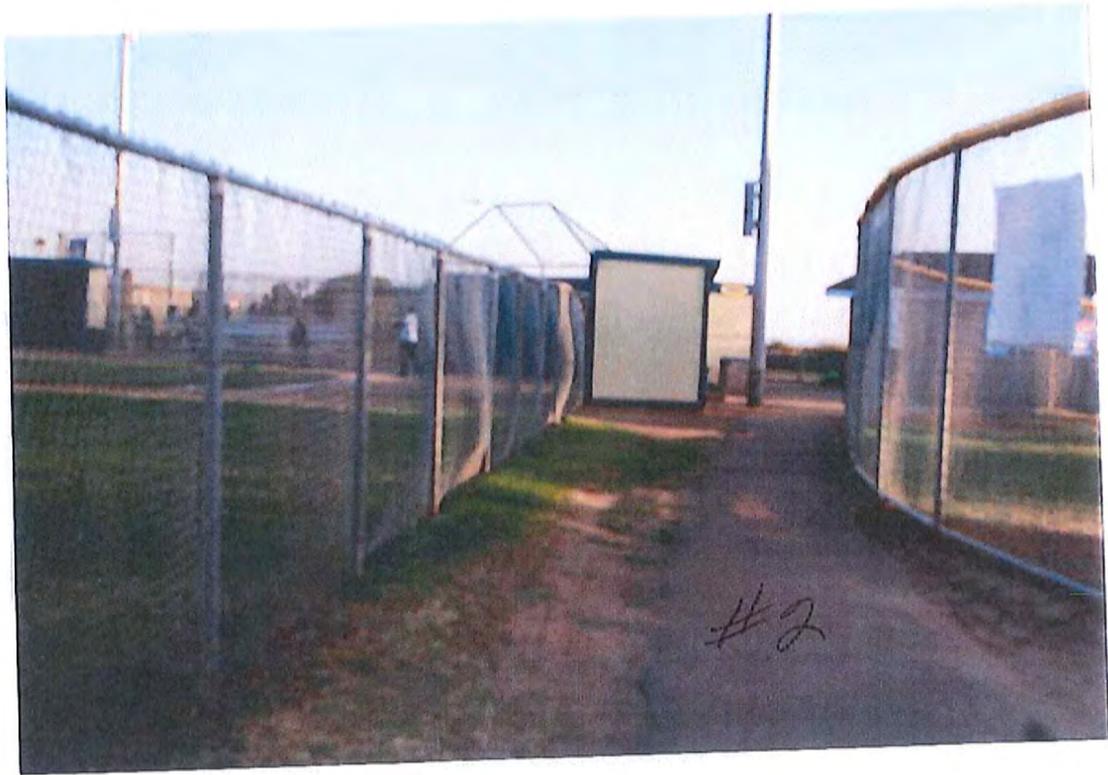


Exhibit B – Attachment B1

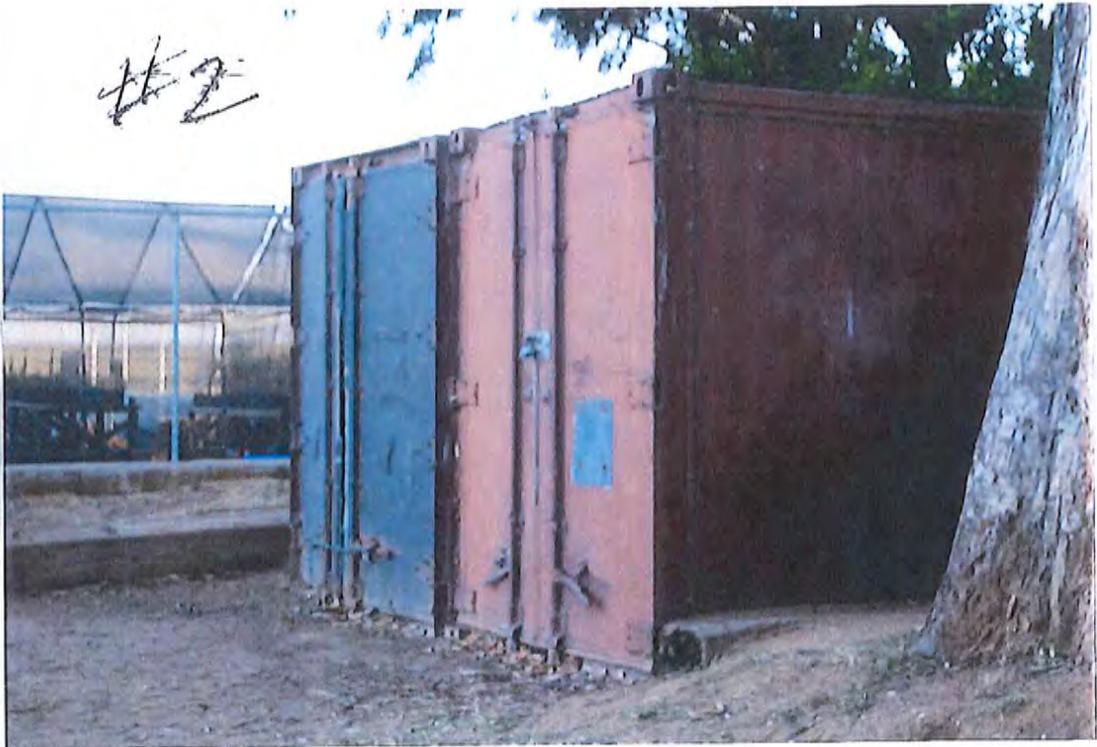


Exhibit B – Attachment B1



Exhibit B – Attachment B1

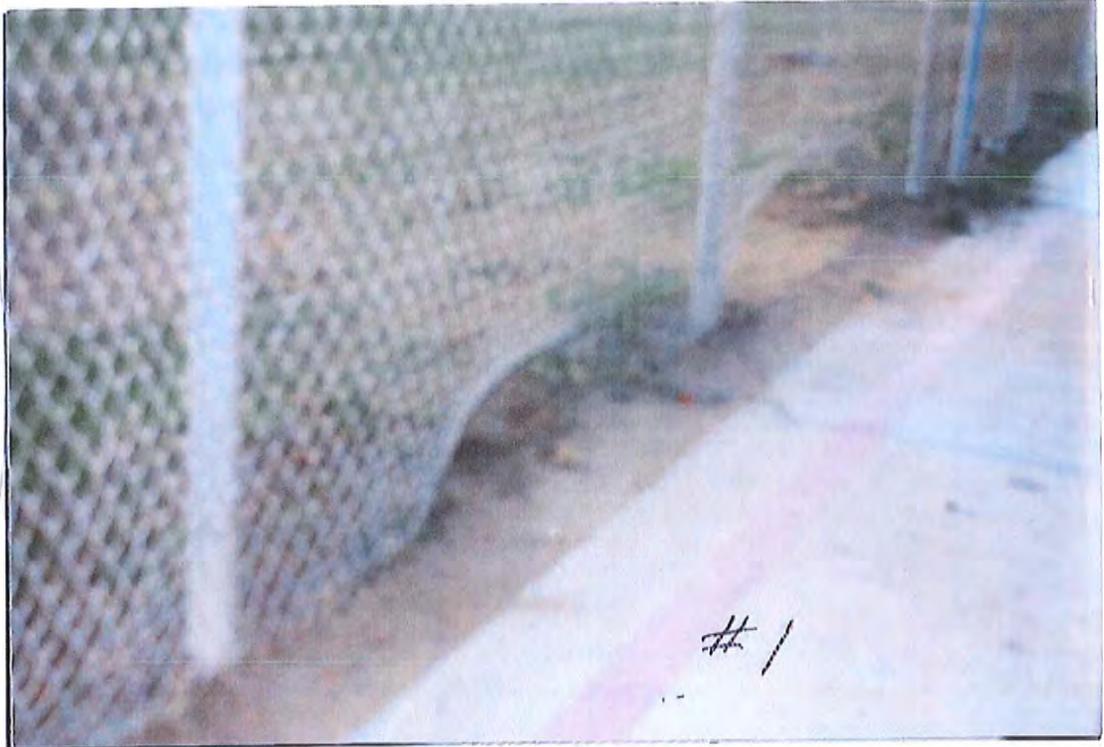


Exhibit B – Attachment B1

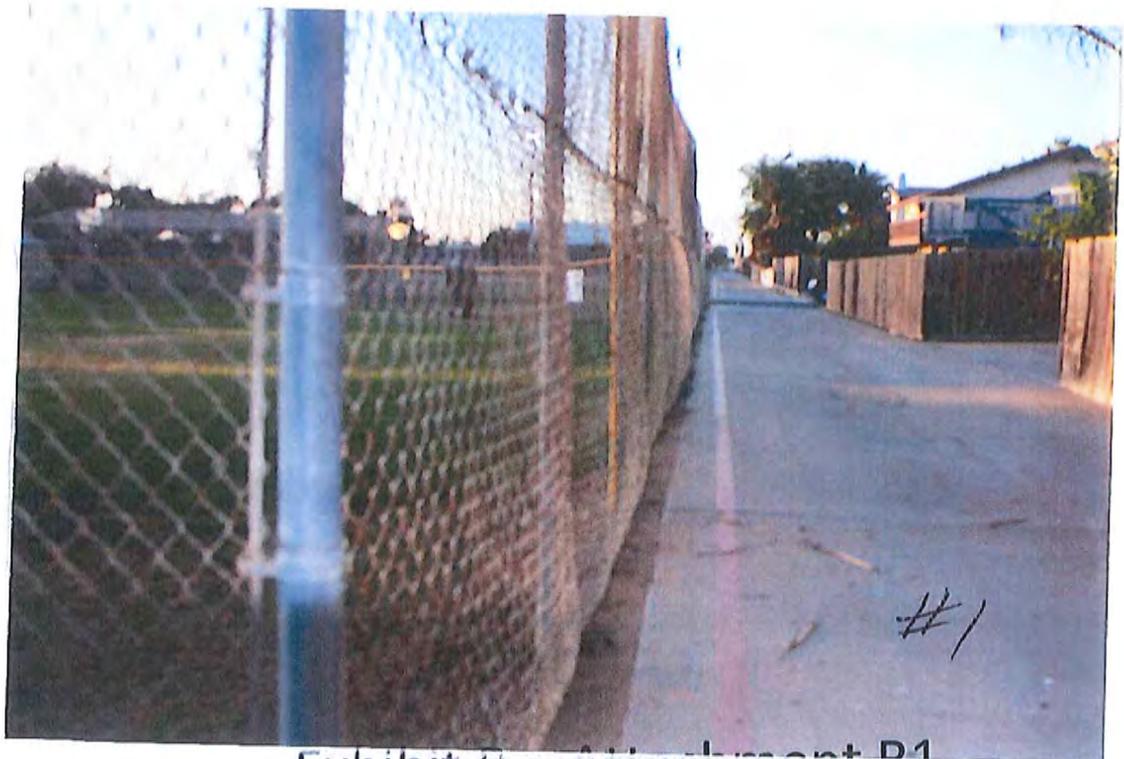


Exhibit B – Attachment B1



Exhibit B – Attachment B1

FIELD A & B W/LIGHTS OUT

13
lights
out

LIGHT
OUT

LIGHT
OUT

2
LIGHTS
OUT

3
LIGHTS
OUT

LIGHT
OUT

9
LIGHTS
OUT

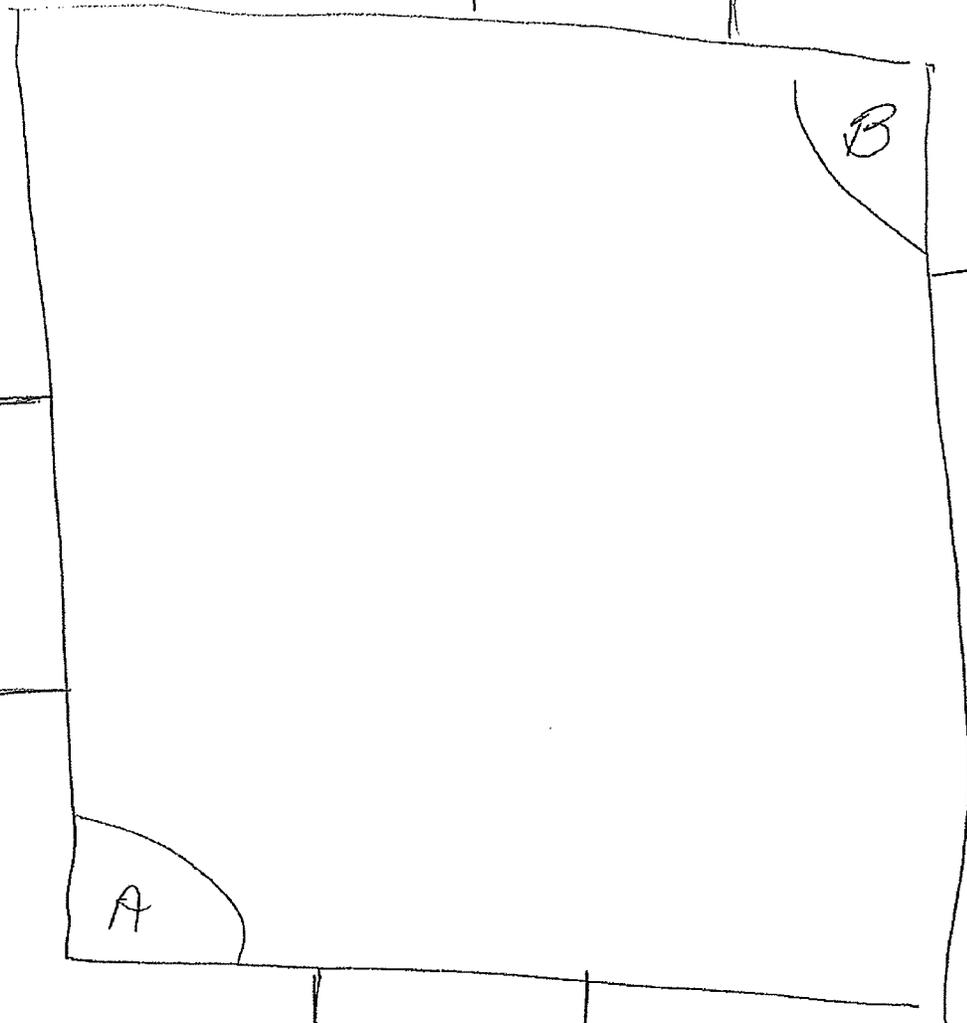


Exhibit "C"

Rental Use Agreement

ATTACHMENT 2

SPORTS PARK FIELD USE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND IMPERIAL BEACH LITTLE LEAGUE

This Agreement is made and entered into by and between the City of Imperial Beach, a municipal corporation (hereinafter referred to as "City") and Imperial Beach Little League - a 501(c)(3) nonprofit corporation (hereinafter referred to as "IBLL").

1. Purpose

The purpose of this Agreement is to provide for certain terms and conditions for the use by IBLL of the City's Sports Park fields and facilities.

2. Facility Description

City's Sports Park facility is located at 425 Imperial Beach Boulevard, Imperial Beach, California (hereinafter referred to as the "Park").

IBLL shall have certain limited rights to use designated athletic recreational fields, facilities and grounds at the Park (with the exception of the Gym Complex and Sports Park Picnic Area) for sports league activities. Fields "A", "B", "C", "D", "E", and "F" are generally available for seasonal use by organized leagues as approved and scheduled by the City in advance. In addition, the City will make the southern portion of the concession stand area (as shown on Exhibit "A") available for IBLL use during approved league play.

3. Other Activities

IBLL agrees to acquire necessary Special Event Permits and Noise Amplification Permits, pursuant to provisions of the Imperial Beach Municipal Code and subject to approval by the City, for activities of IBLL which require said permits (e.g., Opening and Closing Day ceremonies, league tournaments, etc.) other than those authorized by this Agreement.

4. Condition of Park

IBLL agrees during the term of this Agreement to maintain and operate those designated ball fields and concession stand areas of the Park in a clean, safe, and sanitary condition, free of trash. IBLL will inspect their designated ball fields and concession stand area after each use to ensure they are maintained in a clean, safe, and sanitary condition, free of trash.

IBLL will solely be responsible for dragging the infield and chalking the base lines before each game. City agrees to provide daily litter control and trash disposal services for Park facility. However, IBLL will be responsible for emptying full trash cans during their activities and trash pick-up after each athletic activity.

An inspection and report on the condition of the Park, fields, facilities, and concession stand, based on a joint inspection between the City and IBLL, will be completed not later than December 15 of each year. In addition, IBLL shall report any immediate maintenance issues to the City as they are identified.

5. Inspection, Entry and Control

The City, shall maintain control over, have access to, and have the right at any time to inspect and assess the conditions of all facilities within the Sports Park. The City reserves the

unfettered right of ingress and egress to its Park by authorized City representatives for the purpose of repairs, preservation and maintenance of its Park and its facilities. If such repairs, preservation or maintenance would interrupt IBLL's use of Park, except in emergency situations requiring immediate work, IBLL will be given reasonable notice when such work may become necessary and shall adjust operations in such a manner that City may proceed expeditiously.

IBLL shall not change, modify or re-key any locks at the Park, structures, facilities or gates without prior approval from the City. At all times the City shall have key access to the entire Park including structures, facilities, buildings, storage rooms or gates on City property.

6. Term

This Agreement shall commence on January 1, 2007 and continue through December 31, 2009 for a total contract period of three (3) years. The City shall have the option to extend this Agreement for an additional two (2) one (1) year increments after the end of the current term. Should City desire to exercise an option to extend, it shall give IBLL thirty (30) days notice prior to the end of the then current term.

Notwithstanding the above, this Agreement may be terminated by either party without cause upon delivery and receipt of written notice one hundred twenty (120) calendar days prior to the proposed termination. City may terminate this Agreement for cause, without notice, should IBLL be in default of any covenant or condition hereof.

All personal property of IBLL remaining upon the Park premises thirty (30) days after the expiration or termination of this Agreement shall be, at its election, become the property of City.

7. Consideration for Use of Concession Operation

In consideration of the City granting IBLL the right to store and sell food, snacks, drinks and other related items from the concession stand area, IBLL shall use all net proceeds from the concession stand sales exclusively for the benefit of and for the purpose of supporting IBLL related activities in accordance with this Agreement. IBLL will also comply with all Health and Safety codes for the equipment and personnel in the operation of the concession stand.

Upon 24 hour notice, the City shall retain the right to use said concession stand area for the purpose of selling food, snacks, drinks and other related items when not in use by IBLL. The City will not use any consumable products owned by IBLL without prior consent of IBLL. Both IBLL and the City will be responsible to repair any fixtures, appliances, and equipment damaged by their use. Both IBLL and the City agree to leave said concession stand area in a clean and sanitary condition after every use.

Net revenue earned by City from concession sales shall be used by City to offset cost of services provided by City in the Sports Park.

8. Use

IBLL shall only use the Park for sports league activities as scheduled and approved by the City in advance. However, any fields not in use (regardless if scheduled but subsequently not used) shall be available for use by City, other authorized leagues, the general public, or private groups pursuant to the policies, rules and regulations of the City. Any unscheduled use of fields will be considered temporary and immediately terminated if and when the approved scheduled league or user arrives at the field.

City and IBLL will endeavor to develop and adopt user policies and procedures for annual and seasonal recreational scheduling of designated fields including a 2-3 week time period in December for extended field maintenance and recovery. City will meet annually (in November and/or December) to set the schedule for the upcoming year and meet at other times as necessary to finalize each season's schedule. No later than December 15 of each year, IBLL shall present its tentative schedule for the upcoming year to the City. The City recognizes that IBLL's peak periods of use will be during the months of January - June for spring competition activities. In order to schedule each season's league play in a timely manner, IBLL shall provide City reasonable advance notice of their desired field use schedule including information on fee amount charged to participants, number of age divisions, team names in each division, player names, player residency, names of coaches and managers and contact information. A minimum of fifty percent (50%) of IBLL league players must be Imperial Beach residents.

IBLL shall not, nor shall IBLL permit employees, agents or representatives of the IBLL or individuals participating in IBLL's programs to violate provisions of the Imperial Beach Municipal Code when using the Park, or allow the Park to be used for civil insurrection, events contrary to acceptable community standards, or to contribute to general immorality.

9. Dispute Resolution

The City desires to reach consensus with and between the authorized leagues regarding scheduled use of the Park fields. In the event the league(s) and the City cannot reach agreement on a Park field use schedule within a reasonable time period prior to the start of each league's season then the City's Recreation Coordinator will decide the upcoming season's schedule. If IBLL desires to appeal the decision of the Recreation Coordinator they must do so in writing to the City Manager within five business days of the decision. The City Manager will then appoint an appeal panel of three representatives to hear the appeal. The decision of the appeal panel will be final.

All other non-schedule related disputes between leagues and/or the City will be decided by the Recreation Coordinator. Any appeal of non-schedule related disputes shall be directed to the City Manager or his/her designee. The decision of the City Manager or his/her designee will be final.

10. Compliance with Laws

IBLL expressly agrees at all times during the term of this Agreement to comply, and cause compliance, with the Imperial Beach Municipal Code, and any and all present and future laws, general rules, or regulations of any governmental authority now, or at any time during the term of this Agreement, in force relating to sanitation or public health, safety, or welfare; and IBLL shall at all times faithfully obey and comply with all laws, rules and regulations applicable

thereto, adopted by federal, state, or other governmental bodies or departments or officers thereof.

11. Maintenance and Care

IBLL shall be responsible for dragging and chalking athletic fields for all their designated youth activities and trash pick-up during and after each athletic event. City shall be responsible for all electricity costs associated with field and park facility lighting, except for electricity costs for concession stand operations, which shall be the responsibility of the IBLL.

City shall be responsible for daily maintenance and repair of all recreational fields Park grounds, parking lots, landscaping, turf maintenance, field lighting maintenance and housekeeping activities for all Park and grounds structures, including structural concession stand area maintenance.

No later than December 15 of each year, IBLL will submit a project list to the City to be considered for inclusion in City's next succeeding fiscal year Capital Improvement Project (CIP) Plan. This list shall include any desired major maintenance or repair items for recreational fields, grounds or structures (i.e., playing fields, dugouts, fencing, etc.) or any other public facility improvements for the following contract year. In the event IBLL's CIP list differs from the City's CIP Plan, the City's CIP Plan shall prevail.

IBLL may perform minor maintenance or repair for certain recreational grounds or facilities if approved by the City in advance. IBLL shall provide notice to City regarding any proposed minor maintenance or repair and such minor maintenance or repair shall be subject to prior approval by the City and will become the property of the City unless otherwise agreed to in writing.

12. Specialty Leagues and/or Traveling Teams

Any specialty leagues or traveling teams directly or indirectly associated with IBLL are not included in this agreement and are subject to the same procedures, rules and regulations as other non-recognized groups in regards to use of the Park.

13. Operating Rules and Procedures

IBLL shall provide a copy of the rules, regulations, operating policies and procedures for its sports league activities to the City upon request.

14. Security and Reporting

All violations of law, abuse or damage to the Park, or injuries to the public or IBLL's agents or employees, shall be reported immediately to the City.

15. IBLL's Employees and Equipment

IBLL has secured or will secure at IBLL's own expense all persons, employees, and equipment required to perform the services required under this Agreement and that all such services will be performed by IBLL, or under IBLL's supervision, by persons authorized by law to perform such services. IBLL covenants and agrees to comply with all local, state and federal laws in the employment of persons and equipment, and to require any of its sub-contractors to likewise comply.

16. Responsibility for Equipment

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

17. Independent Contractor

IBLL is, for all purposes arising out of this Agreement, an independent contractor. IBLL has and shall retain the right to exercise full control and supervision of all persons assisting the IBLL in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither IBLL nor IBLL's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, IBLL being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

18. Hold Harmless

IBLL shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all claims for loss, damage or expense, by reasons of any act or omission of any employee, servant agent or sub-contractor of IBLL, including those, if any, originally employed by City and utilized by IBLL, and IBLL agrees to defend, at IBLL's own expense, any suit or suits that may be brought against City by reason of any such act or omission.

IBLL shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against, and shall assume full responsibility for payment of all Federal and State income taxes with respect to IBLL and IBLL's employees engaged in performance of this Agreement. City and its agents and employees shall not be, nor be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties or personal injury to or death of them, whether caused by, or resulting from, any negligent act or omission of IBLL.

IBLL shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all of the foregoing obligations and liabilities, and any and all costs and expenses incurred by City on

which any claim arising therefrom is based. It is intended by both parties that IBLL shall indemnify and hold City harmless from all claims arising by reason of the work done, or by reason of any act or omission of IBLL its agents, employees and sub-contractors, excepting those which arise out of the sole active negligence of City.

19. Insurance

IBLL agrees to maintain such insurance as will fully protect both IBLL and City from any and all claims under any workers' compensation act or employer's liability laws, and from any or all other claims of whatsoever kind or nature for the damage to property or from personal injury, including death, made by anyone whomsoever, which may arise from operations carried on under this Agreement, whether by IBLL, any sub-contractor or by anyone directly or indirectly engaged or employed by either of them.

IBLL shall, throughout the period of this Agreement, provide public liability and property damage insurance covering all operations of the IBLL, its agents and employees, including but not limited to, bodily injury, personal injury and property damage with minimum liability limits of \$1,000,000 per occurrence.

IBLL agrees to provide City at or before the effective date of this Agreement with a Certificate of Insurance of the policy or policies specified above and to keep insurance in effect during the entire term of this Agreement. Said policy or policies shall provide for thirty (30) days written notice to City of cancellation or material change thereto. Additionally, except for policies of workers' compensation and employer liability, City shall be named as an additional insured in said policy.

In no event will any document other than a Certificate of Insurance be acceptable as evidence of insurance. Failure to provide such document shall be grounds for immediate termination or suspension of this Agreement and use of the fields.

It is agreed that any insurance maintained by the City of Imperial Beach shall apply in excess of and not contribute with insurance provided by IBLL as required under this Agreement. Each insurance policy required of IBLL under this Agreement shall acknowledge this by an appropriate clause of similar statement.

20. Waiver of Subrogation

City agrees to continue fire and liability insurance coverage on Sports Park Recreation Center, concession stand and all City contents within; IBLL shall provide any insurance necessary for equipment owned by IBLL and placed in Park facilities.

21. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to:

IBLL: Imperial Beach Little League
P.O. Box 1041
Imperial Beach, CA 91933

City: City Manager
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach CA 91932

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as herein provided.

22. Nondiscrimination and Nonsegregation

IBLL and IBLL's employees, agents and sub-contractors, shall not segregate or discriminate because of race, religion, color, creed, ancestry, sex, age, national origin, marital status, or physical handicap against any person or group of persons by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public.

IBLL, its employees and agents are also prohibited from establishing or permitting the establishment of any practice or policy involving segregation or discrimination with respect to the use of the Park.

23. City Manager

The City Manager or his/her designee shall be the contract officer and shall receive communications from the IBLL and render decisions, unless otherwise stated by this Agreement, on behalf of the City of Imperial Beach.

24. Approvals

Approvals required by City shall not be unreasonably withheld.

25. Modification

Notwithstanding any of the provisions of this Agreement, City and IBLL may hereafter, by mutual consent, agree in writing to any lawful modification, addition or deletion of the terms and conditions of this Agreement.

26. Assignments

No transfer or assignment by the IBLL that affects this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first consented to in writing by City.

27. California Law; Venue

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in San Diego County, California. IBLL hereby waives any and all rights it might have pursuant to Section 394 of the California Code of Civil Procedure.

28. Severability

If any part of this Agreement is/should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed:

City of Imperial Beach:

Imperial Beach Little League (IBLL)

Signature on file

Signature on file

3/8/07

12/19/06

City Manager

Date

League President

Date

Approved as to Content:

Signature on file

Assistant City Manager

**SPORTS PARK FIELD USE AGREEMENT
BETWEEN THE CITY OF IMPERIAL BEACH
AND IMPERIAL BEACH GIRL'S SOFTBALL**

This Agreement is made and entered into by and between the City of Imperial Beach, a municipal corporation (hereinafter referred to as "City") and Imperial Beach Girls' Softball - a 501(c)(3) nonprofit corporation (hereinafter referred to as "IBGS").

1. Purpose

The purpose of this Agreement is to provide for certain terms and conditions for the use by IBGS of the City's Sports Park fields and facilities.

2. Facility Description

City's Sports Park facility is located at 425 Imperial Beach Boulevard, Imperial Beach, California (hereinafter referred to as the "Park").

IBGS shall have certain limited rights to use designated athletic recreational fields, facilities and grounds at the Park (with the exception of the Gym Complex and Sports Park Picnic Area) for sports league activities. Fields "A", "B", "C", "D", "E", and "F" are generally available for seasonal use by organized leagues as approved and scheduled by the City in advance. In addition, the City will make the northern portion of the concession stand area (as shown on Exhibit "A") available for IBGS use during approved league play.

3. Other Activities

IBGS agrees to acquire necessary Special Event Permits and Noise Amplification Permits, pursuant to provisions of the Imperial Beach Municipal Code and subject to approval by the City, for activities of IBGS which require said permits (e.g., Opening and Closing Day ceremonies, league tournaments, etc.) other than those authorized by this Agreement.

4. Condition of Park

IBGS agrees during the term of this Agreement to maintain and operate those designated ball fields and concession stand areas of the Park in a clean, safe, and sanitary condition, free of trash. IBGS will inspect their designated ball fields and concession stand area after each use to ensure they are maintained in a clean, safe, and sanitary condition, free of trash.

IBGS will solely be responsible for dragging the infield and chalking the base lines before each game. City agrees to provide daily litter control and trash disposal services for Park facility. However, IBGS will be responsible for emptying full trash cans during their activities and trash pick-up after each athletic activity.

An inspection and report on the condition of the Park, fields, facilities, and concession stand, based on a joint inspection between the City and IBGS, will be completed not later than December 15 of each year. In addition, IBGS shall report any immediate maintenance issues to the City as they are identified.

5. Inspection, Entry and Control

The City, shall maintain control over, have access to, and have the right at any time to inspect and assess the conditions of all facilities within the Sports Park. The City reserves the

unfettered right of ingress and egress to its Park by authorized City representatives for the purpose of repairs, preservation and maintenance of its Park and its facilities. If such repairs, preservation or maintenance would interrupt IBGS's use of Park, except in emergency situations requiring immediate work, IBGS will be given reasonable notice when such work may become necessary and shall adjust operations in such a manner that City may proceed expeditiously.

IBGS shall not change, modify or re-key any locks at the Park, structures, facilities or gates without prior approval from the City. At all times the City shall have key access to the entire Park including structures, facilities, buildings, storage rooms or gates on City property.

6. Term

This Agreement shall commence on January 1, 2007 and continue through December 31, 2009 for a total contract period of three (3) years. The City shall have the option to extend this Agreement for an additional two (2) one (1) year increments after the end of the current term. Should City desire to exercise an option to extend, it shall give IBGS thirty (30) days notice prior to the end of the then current term.

Notwithstanding the above, this Agreement may be terminated by either party without cause upon delivery and receipt of written notice one hundred twenty (120) calendar days prior to the proposed termination. City may terminate this Agreement for cause, without notice, should IBGS be in default of any covenant or condition hereof.

All personal property of IBGS remaining upon the Park premises thirty (30) days after the expiration or termination of this Agreement shall be, at its election, become the property of City.

7. Consideration for Use of Concession Operation

In consideration of the City granting IBGS the right to store and sell food, snacks, drinks and other related items from the concession stand area, IBGS shall use all net proceeds from the concession stand sales exclusively for the benefit of and for the purpose of supporting IBGS related activities in accordance with this Agreement. IBGS will also comply with all Health and Safety codes for the equipment and personnel in the operation of the concession stand.

Upon 24 hour notice, the City shall retain the right to use said concession stand area for the purpose of selling food, snacks, drinks and other related items when not in use by IBGS. The City will not use any consumable products owned by IBGS without prior consent of IBGS. Both IBGS and the City will be responsible to repair any fixtures, appliances, and equipment damaged by their use. Both IBGS and the City agree to leave said concession stand area in a clean and sanitary condition after every use.

Net revenue earned by City from concession sales shall be used by City to offset cost of services provided by City in the Sports Park.

8. Use

IBGS shall only use the Park for sports league activities as scheduled and approved by the City in advance. However, any fields not in use (regardless if scheduled but subsequently not used) shall be available for use by City, other authorized leagues, the general public, or private groups pursuant to the policies, rules and regulations of the City. Any unscheduled use of fields will be considered temporary and immediately terminated if and when the approved scheduled league or user arrives at the field.

City and IBGS will endeavor to develop and adopt user policies and procedures for annual and seasonal recreational scheduling of designated fields including a 2-3 week time period in December for extended field maintenance and recovery. City will meet annually (in November and/or December) to set the schedule for the upcoming year and meet at other times as necessary to finalize each season's schedule. No later than December 15 of each year, IBGS shall present its tentative schedule for the upcoming year to the City. The City recognizes that IBGS's peak periods of use will be during the months of January - June for spring competition activities. In order to schedule each season's league play in a timely manner, IBGS shall provide City reasonable advance notice of their desired field use schedule including information on fee amount charged to participants, number of age divisions, team names in each division, player names, player residency, names of coaches and managers and contact information. A minimum of fifty percent (50%) of IBGS league players must be Imperial Beach residents.

IBGS shall not, nor shall IBGS permit employees, agents or representatives of the IBGS or individuals participating in IBGS's programs to violate provisions of the Imperial Beach Municipal Code when using the Park, or allow the Park to be used for civil insurrection, events contrary to acceptable community standards, or to contribute to general immorality.

9. Dispute Resolution

The City desires to reach consensus with and between the authorized leagues regarding scheduled use of the Park fields. In the event the league(s) and the City cannot reach agreement on a Park field use schedule within a reasonable time period prior to the start of each league's season then the City's Recreation Coordinator will decide the upcoming season's schedule. If IBGS desires to appeal the decision of the Recreation Coordinator they must do so in writing to the City Manager within five business days of the decision. The City Manager will then appoint an appeal panel of three representatives to hear the appeal. The decision of the appeal panel will be final.

All other non-schedule related disputes between leagues and/or the City will be decided by the Recreation Coordinator. Any appeal of non-schedule related disputes shall be directed to the City Manager or his/her designee. The decision of the City Manager or his/her designee will be final.

10. Compliance with Laws

IBGS expressly agrees at all times during the term of this Agreement to comply, and cause compliance, with the Imperial Beach Municipal Code, and any and all present and future laws, general rules, or regulations of any governmental authority now, or at any time during the term of this Agreement, in force relating to sanitation or public health, safety, or welfare; and IBGS shall at all times faithfully obey and comply with all laws, rules and regulations applicable

thereto, adopted by federal, state, or other governmental bodies or departments or officers thereof.

11. Maintenance and Care

IBGS shall be responsible for dragging and chalking athletic fields for all their designated youth activities and trash pick-up during and after each athletic event. City shall be responsible for all electricity costs associated with field and park facility lighting, except for electricity costs for concession stand operations, which shall be the responsibility of the IBGS.

City shall be responsible for daily maintenance and repair of all recreational fields Park grounds, parking lots, landscaping, turf maintenance, field lighting maintenance and housekeeping activities for all Park and grounds structures, including structural concession stand area maintenance.

No later than December 15 of each year, IBGS will submit a project list to the City to be considered for inclusion in City's next succeeding fiscal year Capital Improvement Project (CIP) Plan. This list shall include any desired major maintenance or repair items for recreational fields, grounds or structures (i.e., playing fields, dugouts, fencing, etc.) or any other public facility improvements for the following contract year. In the event IBGS's CIP list differs from the City's CIP Plan, the City's CIP Plan shall prevail.

IBGS may perform minor maintenance or repair for certain recreational grounds or facilities if approved by the City in advance. IBGS shall provide notice to City regarding any proposed minor maintenance or repair and such minor maintenance or repair shall be subject to prior approval by the City and will become the property of the City unless otherwise agreed to in writing.

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Any specialty leagues or traveling teams directly or indirectly associated with IBGS are not included in this agreement and are subject to the same procedures, rules and regulations as other non-recognized groups in regards to use of the Park.

13. Operating Rules and Procedures

IBGS shall provide a copy of the rules, regulations, operating policies and procedures for its sports league activities to the City upon request.

14. Security and Reporting

All violations of law, abuse or damage to the Park, or injuries to the public or IBGS's agents or employees, shall be reported immediately to the City.

15. IBGS's Employees and Equipment

IBGS has secured or will secure at IBGS's own expense all persons, employees, and equipment required to perform the services required under this Agreement and that all such services will be performed by IBGS, or under IBGS's supervision, by persons authorized by law to perform such services. IBGS covenants and agrees to comply with all local, state and federal laws in the employment of persons and equipment, and to require any of its sub-contractors to likewise comply.

16. Responsibility for Equipment

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

17. Independent Contractor

IBGS is, for all purposes arising out of this Agreement, an independent contractor. IBGS has and shall retain the right to exercise full control and supervision of all persons assisting the IBGS in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither IBGS nor IBGS's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, IBGS being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

18. Hold Harmless

IBGS shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all claims for loss, damage or expense, by reasons of any act or omission of any employee, servant agent or sub-contractor of IBGS, including those, if any, originally employed by City and utilized by IBGS, and IBGS agrees to defend, at IBGS's own expense, any suit or suits that may be brought against City by reason of any such act or omission.

IBGS shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against, and shall assume full responsibility for payment of all Federal and State income taxes with respect to IBGS and IBGS's employees engaged in performance of this Agreement. City and its agents and employees shall not be, nor be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties or personal injury to or death of them, whether caused by, or resulting from, any negligent act or omission of IBGS.

IBGS shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all of the foregoing obligations and liabilities, and any and all costs and expenses incurred by City on

which any claim arising therefrom is based. It is intended by both parties that IBGS shall indemnify and hold City harmless from all claims arising by reason of the work done, or by reason of any act or omission of IBGS its agents, employees and sub-contractors, excepting those which arise out of the sole active negligence of City.

19. Insurance

IBGS agrees to maintain such insurance as will fully protect both IBGS and City from any and all claims under any workers' compensation act or employer's liability laws, and from any or all other claims of whatsoever kind or nature for the damage to property or from personal injury, including death, made by anyone whomsoever, which may arise from operations carried on under this Agreement, whether by IBGS, any sub-contractor or by anyone directly or indirectly engaged or employed by either of them.

IBGS shall, throughout the period of this Agreement, provide public liability and property damage insurance covering all operations of the IBGS, its agents and employees, including but not limited to, bodily injury, personal injury and property damage with minimum liability limits of \$1,000,000 per occurrence.

IBGS agrees to provide City at or before the effective date of this Agreement with a Certificate of Insurance of the policy or policies specified above and to keep insurance in effect during the entire term of this Agreement. Said policy or policies shall provide for thirty (30) days written notice to City of cancellation or material change thereto. Additionally, except for policies of workers' compensation and employer liability, City shall be named as an additional insured in said policy.

In no event will any document other than a Certificate of Insurance be acceptable as evidence of insurance. Failure to provide such document shall be grounds for immediate termination or suspension of this Agreement and use of the fields.

It is agreed that any insurance maintained by the City of Imperial Beach shall apply in excess of and not contribute with insurance provided by IBGS as required under this Agreement. Each insurance policy required of IBGS under this Agreement shall acknowledge this by an appropriate clause of similar statement.

20. Waiver of Subrogation

City agrees to continue fire and liability insurance coverage on Sports Park Recreation Center, concession stand and all City contents within; IBGS shall provide any insurance necessary for equipment owned by IBGS and placed in Park facilities.

21. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to:

IBGS: Imperial Beach Girls' Softball (IBGS) (ASA Affiliated)
P.O. Box 1358
Imperial Beach, CA 91933

City: City Manager
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach CA 91932

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as herein provided.

22. Nondiscrimination and Nonsegregation

IBGS and IBGS's employees, agents and sub-contractors, shall not segregate or discriminate because of race, religion, color, creed, ancestry, sex, age, national origin, marital status, or physical handicap against any person or group of persons by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public.

IBGS, its employees and agents are also prohibited from establishing or permitting the establishment of any practice or policy involving segregation or discrimination with respect to the use of the Park.

23. City Manager

The City Manager or his/her designee shall be the contract officer and shall receive communications from the IBGS and render decisions, unless otherwise stated by this Agreement, on behalf of the City of Imperial Beach.

24. Approvals

Approvals required by City shall not be unreasonably withheld.

25. Modification

Notwithstanding any of the provisions of this Agreement, City and IBGS may hereafter, by mutual consent, agree in writing to any lawful modification, addition or deletion of the terms and conditions of this Agreement.

26. Assignments

No transfer or assignment by the IBGS that affects this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first consented to in writing by City.

27. California Law; Venue

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in San Diego County, California. IBGS hereby waives any and all rights it might have pursuant to Section 394 of the California Code of Civil Procedure.

28. Severability

If any part of this Agreement is/should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed:

City of Imperial Beach:

Signature on file _____
City Manager _____
Date 3/8/07

Imperial Beach Girls' Softball (IBGS)

Signature on file _____
League President _____
Date 2-7-07

Approved as to Content:

Signature on file _____
Assistant City Manager _____

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER. *SD for AH*
MEETING DATE: AUGUST 5, 2015
ORIGINATING DEPT.: CITY CLERK *JMH*
SUBJECT: DESIGNATION OF VOTING DELEGATE AND ALTERNATE(S)
FOR LEAGUE OF CALIFORNIA CITIES ANNUAL
CONFERENCE – SEPTEMBER 30 - OCTOBER 2, 2015

EXECUTIVE SUMMARY:

In accordance with the bylaws for the League of California Cities, the City Council must select a voting delegate and up to two alternates in order to participate in the League of California Cities Annual Business Meeting.

RECOMMENDATION:

1. That City Council designates a voting delegate and up to two alternates for the 2015 League Annual Conference Business Meeting and
2. Directs the City Clerk to complete and submit a Voting Delegate/Alternate Form to the League's office by Friday, September 18, 2015.

RATIONALE:

The League of California Cities 2015 Annual Conference is scheduled for September 30 through October 2, 2015 in San Jose. An important part of the Annual Conference is the Annual Business Meeting, scheduled for noon on Friday, October 2. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

OPTIONS:

- That City Council designate a voting delegate and up to two alternates for the 2015 League Annual Conference Business Meeting and direct the City Clerk to complete and submit a Voting Delegate/Alternate Form to the League's office by Friday, September 18, 2015.
- Do not designate a voting delegate or alternates to participate in the League of California Cities Annual Business Meeting.

BACKGROUND:

Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by City Council. If alternate voting delegates are selected, one alternate may vote in the event that the designated voting delegate is unable to serve in that capacity.

ANALYSIS:

Currently, Councilmember Spriggs serves as the Primary representative to the League of California Cities, San Diego Division and Mayor Dedina serves as the alternate representative. Mayor Pro Tem Bilbray serves as the Primary representative to the League of California Cities Legislative Sub-Committee and Councilmember Spriggs serves as the alternate representative.

Mayor Pro Tem Bilbray, Councilmember Bragg and Councilmember Spriggs will be attending the conference.

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL IMPACT:

None associated with this report.