



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**

NOVEMBER 21, 2012

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

REGULAR MEETING – 6:00 P.M.

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

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

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

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

COMMUNICATIONS FROM CITY STAFF

PUBLIC COMMENT - *Each person wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda.*

PRESENTATIONS (1)

None.

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.

City Manager's Recommendation: Approve the minutes of the Special Workshop Meeting of July 11, 2012, the Special Closed Session Meeting of November 7, 2012 and the Regular City Council Meeting of November 7, 2012.

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Any writings or documents provided to a majority of the City Council/Planning Commission/Public Financing Authority/Housing Authority/I.B. Redevelopment Agency Successor Agency regarding any item on this agenda will be made available for public inspection in the office of the City Clerk located at 825 Imperial Beach Blvd., Imperial Beach, CA 91932 during normal business hours.

CONSENT CALENDAR (Continued)

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 81459 through 81548 with a subtotal amount of \$1,564,581.12 and Payroll Checks/Direct Deposit 44952 through 44973 for P.P.E. 11/01/12 for a subtotal amount of \$140,740.63 for a total amount of \$1,705,321.75

2.3 RESOLUTION NO. 2012-7273 AWARDING A TEMPORARY CUSTODIAL CONTRACT TO JANI-KING OF CALIFORNIA, INC. (0900-20)

City Manager's Recommendation: Adopt resolution.

2.4 RESOLUTION NO. 2012-7271 APPROVING AND ADOPTING THE SIDELETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221 (SEIU). (0540-50)

City Manager's Recommendation: Adopt resolution.

2.5 RESOLUTION NO. 2012-7268 AUTHORIZING THE CITY MANAGER TO SIGN A COMMITMENT LETTER TO THE 2012 RECOVERY STRATEGY FOR THE TIJUANA RIVER VALLEY. (0770-87)

City Manager's Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3)

ORDINANCES – SECOND READING & ADOPTION (4.1)

4.1 ORDINANCE NO. 2012-1131, CHAPTER 13.14 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO THE REGULATION OF FATS, OILS AND GREASE DISPOSAL IN THE SEWER COLLECTION SYSTEM AND AMENDING SECTION 13.04.040 OF THE IMPERIAL BEACH MUNICIPAL CODE. (0830-95)

City Manager's Recommendation:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2012-1131 "ADDING CHAPTER 13.14 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO THE REGULATION OF FATS, OILS AND GREASE DISPOSAL IN THE SEWER COLLECTION SYSTEM AND AMENDING SECTION 13.04.040 OF THE IMPERIAL BEACH MUNICIPAL CODE";
3. City Clerk to read Ordinance 2012-1131; and
4. Motion to dispense with the second reading, to waive further reading, and adopt Ordinance No. 2012-1131 by title only.

PUBLIC HEARINGS (5.1)

5.1 RESOLUTION NO. 2012-7272 IMPLEMENTING THE PROVISIONS OF SENATE BILL 1186. (0390-40 & 0390-95)

City Manager's Recommendation:

1. Conduct a public hearing in accordance with Government Code section 66018;
2. Receive report and public testimony;
3. Close the public hearing;
4. Adopt Resolution 2012-7272 Approving the collection of a \$1 state fee imposed pursuant to the provisions of Senate Bill 1186; and
5. Authorize a supplemental of \$2,200 for FY 2012-13 in the Community Development, Building Division to cover the costs of implementing the CASp program. The funds are dedicated to pay for the costs for training and certification of existing staff to become an access specialist (CASp), to develop "best practices" guidelines, and to pay for development of more educational and training resources to promote compliance with ADA.

REPORTS (6.1-6.4)

6.1 DESIGN REVIEW BOARD – THREE (3) TERMS EXPIRING DECEMBER 31, 2012. (0120-30)

City Manager's Recommendation:

1. Mayor recommend reappointment of members Janet Bowman, Shirley Nakawatase, and Harold Phelps to the Design Review Board in accordance with Chapter 2.18.010.C of the I.B.M.C. New terms of office shall begin January 1, 2013 and expire December 31, 2016; and
2. City Council approve Mayor's appointment selections to the Design Review Board.

6.2 RESOLUTION NO. 2012-7267 AUTHORIZING CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SAN DIEGO UNIFIED PORT DISTRICT (PORT DISTRICT) FOR THE ALLOCATION AND USE OF UP TO \$150,000 OF THE PORT DISTRICT'S APPROVED FISCAL YEAR (FY) 2014-2018 CAPITAL IMPROVEMENT PROGRAM (CIP) FUNDS FOR CONSTRUCTION OF THE DATE AVENUE STREET END IMPROVEMENT. (0150-70 & 0720-20)

City Manager's Recommendation: Adopt resolution.

6.3 RESOLUTION NO. 2012-7269, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH CREATING THE TEMPORARY POSITION OF SPECIAL PROJECTS MANAGER AND ADOPTING THE JOB DESCRIPTION; AND RESOLUTION NO. 2012-7270, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH APPOINTING MICHAEL MCGRANE AS SPECIAL PROJECTS MANAGER AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL PROJECTS MANAGER EMPLOYMENT AGREEMENT. (0510-20 & 0530-50)

City Manager's Recommendation: Adopt resolutions.

6.4 AFFIRMATION OF ADVERTISEMENT OF REQUEST FOR BIDS (RFB) FOR THE ECO-BIKEWAY CONSTRUCTION PROJECT (CIP S05-104). (0680-20)

City Manager's Recommendation:

1. Receive report.
2. Discuss the pros and cons of affirming staff action; and
3. Authorize staff to proceed with the advertisement and opening of bids as described herein.

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

7.1 2003 TAX ALLOCATION BOND - NOVEMBER 2012 DEBT SERVICE PAYMENT. (0418-50)

City Manager's Recommendation: That the Successor Agency and City Council provide direction on options to address the debt service payment.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURNMENT

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

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

www.cityofib.com.

/s/
Jacqueline M. Hald, MMC
City Clerk

SPECIAL WORKSHOP MEETING

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

JULY 11, 2012 – 6:00 P.M.

**Community Room (Behind City Hall)
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

CALL TO ORDER BY MAYOR

MAYOR JANNEY called the Special Workshop Meeting to order at 6:10 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Bilbray, King, Bragg
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	Spriggs

PUBLIC COMMENT

DERIC FERNANDEZ spoke in support of infrastructure improvements along Seacoast Drive, particularly pedestrian scale street lighting. He asked the experts to comment on the impacts pedestrian scale street lighting has on safety, property values and the potential for business investment and improvements.

REPORTS

1. DISCUSSION ON CITY FISCAL SUSTAINABILITY AND ECONOMIC DEVELOPMENT. (0100-10)

ASSISTANT CITY MANAGER WADE introduced the following panelists:

- Gerald M. Trimble, Managing Principal, Keyser Marston Associates, Inc.
- Sherman D. Harmer, Jr., President, Urban Housing Partners
- Stephen M. Haase, Senior Vice President, Forward Planning, Baldwin & Sons
- Brett Miller, Chief Executive Officer, Eat Drink and Sleep
- Linville C. Martin, Real Estate Broker/Consultant – specializing in leasing and retail

and gave a PowerPoint presentation on the item.

ALLISON ROLFE, Project Manager for Pacifica Companies, asked the panel what can be done to rebrand Imperial Beach.

ROBIN CLEGG spoke about the lack of good restaurants and retail businesses along Seacoast Drive. She suggested that office spaces be located upstairs with retail businesses located downstairs.

BOB MILLER expressed concern about a gap between the opening of the new hotel and improvements to existing local businesses. The Seacoasters Group is working with local businesses to encourage them to make exterior and interior improvements. He spoke of the need to offer hotel guests a nighttime atmosphere and a reason to return to Imperial Beach.

City Council, along with City Staff and panelists discussed many ideas about economic development and came up with the following list of ideas:

1. Without redevelopment, non-governmental stakeholders will need to do more through special districts
2. Adopt commercial zoning and then explore amendments about height and other changes. What other zoning changes can be done to encourage development?
3. Growing property taxes is slow, but let's look into the possibility of New Market Tax Credits.
4. Work with small businesses to retain and improve their businesses.
 - a. Meet with Chamber, BID and others to see what they believe would improve their businesses as well as hindrances that we could reduce.
 - b. Learn more about the "Go Local" programs in Santa Rosa and Bellingham. Copy what we like.
5. Review city regulations, simplify and reduce them.
6. Ask Seacoast property owners if they want to create an assessment district for lighting, street and sidewalk cleaning, landscaping, public safety, and anything else.
7. Are there realistic ways to simplify and reduce building codes without harming the public's safety?
8. Assign staff to high priority projects to make sure they happen as quickly as possible.
9. Seek Council's early comments on projects so developers can receive feedback.
10. How to best let developers know that we're interested in public-private partnerships to make things happen?
 - a. Marketing, personal outreach—knock on doors
 - b. List all the tools we can that may prove helpful
11. Learn more about infrastructure districts and how the pending legislation may affect them.
12. Streamline entitlement process—explain how the program EIR works and again let the world know we have it.
13. How can we make the pedestrian experience more pleasant and fun in certain areas?
14. How best to market?
 - a. To outside developers and businesses
 - b. To the general public about Imperial Beach
 - c. To businesses in Imperial Beach

Who should be responsible for marketing? The Chamber? The BID? Other coalition of businesses?

What coalitions can be formed around the many opportunities—bicycling, hiking, nature walks, ocean, the bay, the new hotel, Seacoasters, horseback riding.

What organizations to involve in addition to the Chamber and BID—Seacoasters, the YMCA—Camp Surf, the Port's activation program, Seacoast Inn—Pacifica, Estuary staff, sailing and kayaking along the Strand, horse stables, Farmers Market, entertainment groups—who/what else?

15. Programming of events—see # 14 ideas
 - a. How can we simplify our processing of events, make it less costly and much faster?
16. Explore the feasibility of waiving development fees as well as make sure they cover impacts of development.
17. Finish survey of properties that present opportunities for development.
18. Contact property owners identified under #17. Work with them individually and well as in groups for assembly of land so it's more likely to be developed. Link property owners to potential developers.

19. Issues RFPs for property owners willing to partner with developers.
20. Signage: wayfaring signs, flags, banners. This is something that could be done through an assessment district.
21. Music events/ concerts—This goes with the programming/marketing actions.
22. Close the gap of quality and service between the new hotel and its surroundings. How? Must involve business people in the vicinity, Chamber and BID.
23. Let's get a map of the BID boundaries.
24. Explain how BID can work to promote its businesses.
25. How can the Chamber and BID be strengthened or create alternative organizations.
26. Can business unite to offer discount coupons through the hotel and each other?
27. How to make the hotel a hub of community and business activity? How to unify work and cooperation among the estuary, Camp Surf, the hotel, Sports Park, the Port, Bicycle Village, the Chula Vista Nature Center, and other South Bay activities. Also need to link to other San Diego activities such as SeaWorld, Old Town, the Zoo, Balboa Park, Safari Park, etc..
28. How to breakdown the psychological and physical distance between IB and the San Diego region?
29. How to link more with Tijuana and points south?
30. Neighborhoods—what incentives can we create to continue to improve neighborhoods?
 - a. Home improvement loans available to people of all incomes, energy efficiencies
 - b. Trees along parkways and on properties
 - c. Maintain high quality streets and sidewalks
 - d. Can we, should we re-energize neighborhood associations to do more for themselves?
 - e. Alley paving special districts.
 - f. Landscaping, lighting districts
31. In terms of “commercial neighborhoods”
 - a. Along Palm Ave-
 - i. Work with vacant property owners—Burger King, automotive parts place, Marissa's site, other properties identified on map.
 - ii. What can be done at Bernardo Shores and El Camino sites?
 - iii. Continue work to make Sudberry development happen
 - iv. Jim Algert's trailer park?
 - v. Other properties on Old Palm
 - b. Seacoast Drive
 - i. What are the businesses willing to do to help themselves?
 - ii. Mundt property
 - iii. Port properties and properties adjacent to Port property—bring owners together to create more value, investments and development
 - iv. Would Pacifica be interested in working with properties across the street?
 - c. Bayfront
 - i. Continue work to make Bicycle Village happen
 - ii. Pond 20
 - iii. Bernardo Shores/ El Camino
 - iv. Work with Port, federal and state agencies to get water access from IB to the Bay

City Manager Brown stated that staff would return to City Council at a future meeting with the next steps.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 8:30 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk

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

NOVEMBER 7, 2012

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

SPECIAL MEETING – 5:45 P.M.

CLOSED SESSION CALL TO ORDER

MAYOR JANNEY called the Special Closed Session Meeting to order at 5:53 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Bragg
Councilmembers absent:	Bilbray, King
Mayor present:	Janney
Mayor Pro Tem present:	Spriggs
Staff present:	City Manager Brown; Deputy City Attorney Parks; City Clerk Hald

CLOSED SESSION

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

- 1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to Government Code Section 54956.9 (b)(3)(C)
(5 cases)
- 2. CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code Section 54957.6:
Agency designated representatives: City Manager, Assistant City Manager, City Attorney
Employee Organization: SEIU

MOTION CARRIED BY THE FOLLOWING VOTE:

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

MAYOR JANNEY adjourned the meeting to Closed Session at 5:54 p.m. and he reconvened the meeting to Open Session at 6:01 p.m.

Reporting out of Closed Session, DEPUTY CITY ATTORNEY PARKS announced City Council discussed Item Nos. 1 and 2, City Council gave direction and no reportable action was taken.

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City Council & IB Redevelopment Agency Successor Agency Special Meeting Minutes - **DRAFT**
November 7, 2012

ADJOURNMENT

Mayor Janney adjourned the meeting at 6:01 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk

**CITY OF IMPERIAL BEACH
CITY COUNCIL
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IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

NOVEMBER 7, 2012

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

REGULAR MEETING – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

MAYOR JANNEY called the Regular Meeting to order at 6:02 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present: Bragg, Bilbray
Councilmembers absent: King
Mayor present: Janney
Mayor Pro Tem present: Spriggs
Staff present: City Manager Brown; Deputy City Attorney Parks;
City Clerk Hald

PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

MOTION BY BRAGG, SECOND BY SPRIGGS, TO REMOVE ITEM NO. 6.2 AND SCHEDULE IT FOR A FUTURE AGENDA. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY, KING

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

COUNCILMEMBER BRAGG commended City Clerk Hald for her efforts on the 2012 Election.

MAYOR JANNEY congratulated Councilmember-Elect Bobby Patton on a successful campaign.

COMMUNICATIONS FROM CITY STAFF

None.

November 7, 2012

PUBLIC COMMENT

The following submitted speaker slips in support of the I.B. Little League and/or I.B. Girls Softball (they did not wish to speak):

JAVIER GAMOA

STACEY (last name not provided)

BRIAN COOK

NICK MURNIGHAN

MATTHEW MCCOY

KAREN ODERMATT

REGINA GARRISON

VALERIE ACEVEZ

DON SPICER

TONY PADILLA

CHRIS PADILLA

BRIAN POLTE

TIM O'NEAL

DANYALL BISHOP

ERICKA RALL

DOROTHY WEAKLEY

DOROTHY WEEKLY spoke in support of I.B. Girls Softball and I.B. Little League. She asked City Council to consider their contracts and was opposed to privatizing the Sports Park.

JERRI WENINO, volunteer with I.B. Little League, asked City Council to review their contract and was opposed to privatizing the Sports Park.

SHAWNA CHALMERS submitted a speaker slip in support of the I.B. Little League and/or the I.B. Girls Softball (she did not wish to speak).

ELIZABETH MCKAY, volunteer for I.B. Little League, stated that the I.B. Little League never received a response from the City regarding their contract submittal, she supported discussions involving all interested parties, she questioned the terms of the Jessops contract and noted that the I.B. Little League did a majority of the work relating to the ball fields, she believed that the Sports Park has been mismanaged and she questioned the negotiation process and if it went out to bid.

MAYOR JANNEY announced that a letter stating the City's position and a letter stating the YMCA's position were sent to both the I.B. Little League and I.B. Girls Softball. He noted that the City is trying to bring the best benefit to the citizens of Imperial Beach and open discussions on the matter are anticipated for January or February 2013.

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1-2.4)

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

AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY, KING

November 7, 2012

2.1 MINUTES.

Approved the minutes of the Regular City Council Meeting of October 17, 2012.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 81340 through 81458 with a subtotal amount of \$1,453,048.70 and Payroll Checks/Direct Deposit 44907 through 44951 for a subtotal amount of \$306,205.03 for a total amount of \$1,759,253.73.

2.3 RESOLUTION NO. 2012-7264 AUTHORIZING THE CITY OF IMPERIAL BEACH TO PARTICIPATE IN A REGIONAL WASTE TIRE ENFORCEMENT PROGRAM IN PARTNERSHIP WITH THE CITY OF SAN DIEGO – SOLID WASTE LOCAL ENFORCEMENT AGENCY – AND AUTHORIZING THE CITY OF SAN DIEGO TO ACT ON BEHALF OF THE CITY OF IMPERIAL BEACH TO EXECUTE ALL NECESSARY GRANT DOCUMENTS FOR THE PURPOSE OF SECURING GRANT FUNDS AND TO IMPLEMENT AND CARRY OUT THE WORK SPECIFIED IN THE GRANT THROUGH JUNE 30, 2017. (0270-30)

Adopted resolution.

2.4 RESOLUTION NUMBER 2012-7263, APPROVING A THREE-YEAR EXTENSION TO THE REGIONAL COMMUNICATION SYSTEM PARTICIPATING AGENCY AGREEMENT FOR RADIO COMMUNICATIONS IN SAN DIEGO AND IMPERIAL COUNTIES. (0210-10)

Adopted resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3.1-3.2)

3.1 ORDINANCE NO. 2012-1132 REPEALING CHAPTER 8.08 AND ADDING A NEW CHAPTER 8.08 TO TITLE 8 OF THE IMPERIAL BEACH MUNICIPAL CODE CONCERNING PERMANENT AND MOBILE FOOD FACILITIES. (0240-28)

CITY MANAGER BROWN introduced the item.

ASSISTANT CITY MANAGER WADE reported on the item.

CITY MANAGER BROWN stated that he will find out if mobile food vendors pay sales tax.

MAYOR JANNEY called for the first reading of the title of Ordinance No. 2012-1132.

CITY CLERK HALD read the title of Ordinance No. 2012-1132 “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, REPEALING CHAPTER 8.08 AND ADDING A NEW CHAPTER 8.08 TO TITLE 8 OF THE IMPERIAL BEACH MUNICIPAL CODE BY ADOPTING BY REFERENCE TITLE 6, DIVISION 1 OF THE SAN DIEGO COUNTY CODE OF REGULATORY ORDINANCES CONCERNING PERMANENT AND MOBILE FOOD FACILITIES.”

MOTION BY SPRIGGS, SECOND BY BRAGG, TO DISPENSE FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2012-1132 BY TITLE ONLY, SCHEDULE A PUBLIC HEARING FOR DECEMBER 5, 2012 TO CONSIDER THE SECOND READING AND ADOPTION OF ORDINANCE NO. 2012-1132 AND DIRECT STAFF TO PUBLISH NOTICE OF THE PUBLIC HEARING AS PRESENTED TO THE COUNCIL. MOTION CARRIED BY THE FOLLOWING VOTE:

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

November 7, 2012

3.2 ORDINANCE NO. 2012-1131, CHAPTER 13.14 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO THE REGULATION OF FATS, OILS AND GREASE DISPOSAL IN THE SEWER COLLECTION SYSTEM AND AMENDING SECTION 13.04.040 OF THE IMPERIAL BEACH MUNICIPAL CODE. (0830-95)

CITY MANAGER BROWN introduced the item.

ENVIRONMENTAL PROGRAM MANAGER HELMER gave a PowerPoint presentation on the item.

MAYOR JANNEY called for the first reading of the title of Ordinance No. 2012-1131.

CITY CLERK HALD read the title of Ordinance No. 2012-1131 "ADDING CHAPTER 13.14 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO THE REGULATION OF FATS, OILS AND GREASE DISPOSAL IN THE SEWER COLLECTION SYSTEM AND AMENDING SECTION 13.04.040 OF THE IMPERIAL BEACH MUNICIPAL CODE."

MOTION BY SPRIGGS, SECOND BY BRAGG, TO DISPENSE FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2012-1131 BY TITLE ONLY AND SET THE MATTER FOR ADOPTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING OF NOVEMBER 21, 2012.

MAYOR PRO TEM SPRIGGS suggested that staff provide additional notice to the business community.

COUNCILMEMBER BRAGG announced the next Chamber Board meeting is scheduled for November 14, 2012.

CITY MANAGER BROWN responded staff will inform the BID and Chamber of Commerce of this item.

VOTES WERE NOW CAST ON ORIGINAL MOTION BY SPRIGGS, SECOND BY BRAGG, TO DISPENSE FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2012-1131 BY TITLE ONLY AND SET THE MATTER FOR ADOPTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING OF NOVEMBER 21, 2012. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY, KING

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1)

5.1 ADOPTION OF RESOLUTION NO. 2012-7262 APPROVING THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ANNUAL REPORT AND AUTHORIZING THE LEVYING OF THE FISCAL YEAR 2012-13 ANNUAL ASSESSMENT FOR THE DISTRICT PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989. (0465-20)

MAYOR JANNEY declared the public hearing open.

November 7, 2012

CITY MANAGER BROWN reported on the item.

In response to Councilmember Bragg, ASSISTANT CITY MANAGER WADE explained that the BID funds collected were drastically lower (Item 8 of the Annual Report) because the City was holding on to some of the assessments until the BID presented the Annual Report to the City before releasing the funds.

MIKE OSBOURNE, President of the BID, concurred with the comments made by Assistant City Manager Wade.

COUNCILMEMBER BRAGG asked Mr. Osbourne to revise Item 8 to actually reflect the reason for the lower BID collection of funds.

In response to Councilmember Bragg, MIKE OSBOURNE stated that the Chamber of Commerce does not endorse candidates.

MAYOR PRO TEM SPRIGGS questioned if the BID planned on broadly promoting the City and partnering with Pier South to promote the grand opening of the hotel.

MIKE OSBOURNE stated that there is concern about focusing attention on one particular business rather than the full BID.

MAYOR JANNEY informed Mr. Osbourne that it is not necessary to wait until November of the next year to approach City Council about changes to the budget. The BID can approach City Council on an as needed basis to amend their budget.

CITY CLERK HALD announced no public speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2012-7262 APPROVING THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ANNUAL REPORT AND AUTHORIZING THE LEVYING OF THE FISCAL YEAR 2012-13 ANNUAL ASSESSMENT FOR THE DISTRICT PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY, KING

REPORTS (6.1-6.2)

6.1 QUARTERLY INVESTMENT REPORT FOR THE 4TH QUARTER OF FY 2011-2012 AS OF JUNE 30, 2012 (0350-90)

CITY MANAGER BROWN introduced the item.

FINANCE DIRECTOR VONACHEN gave a PowerPoint presentation on the item.

November 7, 2012

In response to Mayor Pro Tem Spriggs question about investing more into U.S. Corporate Bonds due to a higher yield, FINANCE DIRECTOR VONACHEN stated that there are opportunities to restructure the City's portfolio and she gave a brief overview of the regulations for holding U.S. Corporate Bonds.

CITY MANAGER BROWN added there is a fine balance when giving consideration to safety, liquidity and yield.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2012-7265 REVIEWING AND CONSIDERING THE QUARTERLY INVESTMENT REPORT FOR THE 4TH QUARTER OF THE FISCAL YEAR ENDING JUNE 30, 2012. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY, KING

6.2 RESOLUTION NO. 2012-7267 AUTHORIZING CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SAN DIEGO UNIFIED PORT DISTRICT (PORT DISTRICT) FOR THE ALLOCATION AND USE OF UP TO \$150,000 OF THE PORT DISTRICT'S APPROVED FISCAL YEAR (FY) 2014-2018 CAPITAL IMPROVEMENT PROGRAM (CIP) FUNDS FOR CONSTRUCTION OF THE DATE AVENUE STREET END IMPROVEMENT. (0150-70 & 0720-20)

Item removed from agenda by prior City Council action.

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

7.1 INVESTMENT POLICY – FY 2012-2013 UPDATE. (0350-95)

CITY MANAGER BROWN introduced the item.

FINANCE DIRECTOR VONACHEN gave a PowerPoint presentation on the item.

MAYOR PRO TEM SPRIGGS suggested that Ms. VonAchen look at other municipalities and/or check with the League of California Cities to see if Imperial Beach is adhering to better practices. He questioned what the better investment advisors are doing and who they are and suggested that this information be brought back at the next quarterly report.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2012-7266 ACCEPTING AND APPROVING THE INVESTMENT POLICY UPDATE FOR FY 2012-2013. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY, KING

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. SA-12-17 ACCEPTING AND APPROVING THE INVESTMENT POLICY UPDATE FOR FY 2012-2013. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, JANNEY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY, KING

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City Council & IB Redevelopment Agency Successor Agency Minutes - **DRAFT**

November 7, 2012

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURNMENT

Mayor Janney adjourned the meeting at 7:00 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER *AB*
MEETING DATE: November 21, 2012
ORIGINATING DEPT.: Kathleen VonAchen *KV*
SUBJECT: ADMINISTRATIVE SERVICES DIRECTOR/CITY TREASURER
 RATIFICATION OF WARRANT REGISTER

BACKGROUND:

None

DISCUSSION:

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

Vendor	Check	Amount	Description
City of San Diego	81459	\$594,859.00	Metro Sewer Charge 1 st Qtr 2013
PALGen. Engineering	81518	\$661,470.55	Street Improvement Phase 3-B

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
81459	10/29/12	\$ 594,859.00
81460-81486	11/01/12	78,320.70
81487-81548	11/09/12	891,401.42
	Sub-Total	<u>\$ 1,564,581.12</u>

PAYROLL CHECKS/DIRECT DEPOSIT:

44952-44973	P.P.E. 11/01/12	\$ 140,740.63
	Sub-total	<u>\$ 140,740.63</u>
	TOTAL	<u>\$ 1,705,321.75</u>

ENVIRONMENTAL DETERMINATION:
Not a project as defined by CEQA

FISCAL IMPACT:
Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:
Approve Department recommendation.

Attachments:

1. Warrant Registers

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
10/29/2012	81459	CITY OF SAN DIEGO	896				594,859.00
601-5060-436.21-04	07/30/2012	1ST QTR -FY 2013 METRO		1000058836		01/2013	594,859.00
11/01/2012	81460	AFLAC	120				1,036.68
101-0000-209.01-13	10/11/2012	PR AP PE 10/04/2012		20121011		04/2013	522.44
101-0000-209.01-13	10/25/2012	PR AP PE 10/18/2012		370744		04/2013	518.34
101-0000-209.01-13	10/25/2012	PR AP PE 10/18/2012		370744		04/2013	4.10-
11/01/2012	81461	ALLIANT INSURANCE SERVICES, IN	1194				528.75
502-1922-419.28-02	10/22/2012	IB BOO LIABILITY INS		84699		04/2013	528.75
11/01/2012	81462	ALPHA & OMEGA RESPIRATORY FIT	156				225.00
101-3020-422.29-04	10/08/2012	PUBLIC SAFETY QUANTITAVE		201210-1244		04/2013	225.00
11/01/2012	81463	ASBURY ENVIRONMENTAL SERVICES	277				661.65
101-5040-434.21-04	10/08/2012	LAMPS/SODIUM HYDROXIDE		130405077	130007	04/2013	661.65
11/01/2012	81464	AT&T	2430				2,948.83
503-1923-419.27-04	10/20/2012	3372571583448		3798493		04/2013	356.85
503-1923-419.27-04	10/20/2012	3393431504727		3796885		04/2013	178.43
503-1923-419.27-04	10/20/2012	3393439371447		3799582		04/2013	178.43
503-1923-419.27-04	10/20/2012	3393442323406		3799891		04/2013	178.43
101-1210-413.27-04	10/17/2012	6194235034		3789232		04/2013	16.47
101-3020-422.27-04	10/17/2012	6194237246664		3788451		04/2013	.68
101-5020-432.27-04	10/15/2012	6194238311966		3785129		04/2013	5.20
101-3030-423.27-04	10/15/2012	6194238322966		3785130		04/2013	5.45
503-1923-419.27-04	10/11/2012	6194243481712		3764933		04/2013	15.98
101-1230-413.27-04	10/17/2012	6196281356950		3788454		04/2013	9.19
101-1920-419.27-04	10/17/2012	6196282018442		3788460		04/2013	.10
601-5060-436.27-04	10/15/2012	C602221236777		3785121		04/2013	19.92
101-1920-419.27-04	10/15/2012	C602224829777		3786191		04/2013	102.08
101-1110-412.27-04	10/15/2012	C602224831777		3786193		04/2013	121.32
101-1020-411.27-04	10/15/2012	C602224832777		3786194		04/2013	59.86
101-1230-413.27-04	10/15/2012	C602224833777		3786195		04/2013	328.21
101-1130-412.27-04	10/15/2012	C602224834777		3786196		04/2013	51.75
101-1210-413.27-04	10/15/2012	C602224835777		3786197		04/2013	203.67
101-6030-453.27-04	10/15/2012	C602224836777		3786198		04/2013	77.27
101-6010-451.27-04	10/15/2012	C602224837777		3786199		04/2013	85.77
101-3020-422.27-04	10/15/2012	C602224838777		3786200		04/2013	294.01
101-3030-423.27-04	10/15/2012	C602224839777		3786201		04/2013	213.54
101-5020-432.27-04	10/15/2012	C602224840777		3786202		04/2013	294.79
601-5060-436.27-04	10/15/2012	C602224841777		3786203		04/2013	151.43
11/01/2012	81465	BARRETT ENGINEERED PUMPS	356				878.43
601-5060-436.28-01	10/04/2012	T-6 WEAR PLATES/IMPELLER		082636	130065	04/2013	878.43
11/01/2012	81466	BOYCE INDUSTRIES INC	486				6,998.36
101-6040-454.30-22	10/10/2012	HIGH PRESSURE WASHER		55155	130284	04/2013	6,998.36
11/01/2012	81467	CDW GOVERNMENT INC	725				647.12
503-1923-419.20-06	10/09/2012	CC LAPTOP		R758373	130120	04/2013	647.12

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
11/01/2012	81468	CITY OF SAN DIEGO	896			16,737.00
101-3020-422.20-06	10/03/2012	JUL-SEP 2012 FIRE DISPATC	1000063822		04/2013	16,737.00
11/01/2012	81469	COUNTY RECORDER	1818			50.00
101-1230-413.20-06	10/17/2012	NOTICE OF AVAILABILITY	MF 1060		04/2013	50.00
11/01/2012	81470	GEORGE BRAUDAWAY/DIXIELINE BUI	4			11,500.00
101-0000-221.01-05	10/16/2012	REFUND BOND DEPOSIT	TEP 08-06		04/2013	11,500.00
11/01/2012	81471	GEORGE E ARGOUD MD	4			4,000.00
101-0000-221.01-05	10/16/2012	REFUND BOND DEPOSIT	TEP 06-24		04/2013	4,000.00
11/01/2012	81472	GOOGLE, INC.	2009			71.40
503-1923-419.20-06	10/05/2012	SEP/OCT 2012	3539032	130104	04/2013	71.40
11/01/2012	81473	ISABEL OROSCO	2			330.00
101-0000-362.82-02	10/22/2012	REFUND MV RENTAL FEES	1605		04/2013	330.00
11/01/2012	81474	ISABEL OROSCO	2			590.00
101-0000-221.01-03	10/22/2012	REFUND MV RENTAL FEES	1656		04/2013	500.00
101-0000-362.82-02	10/22/2012	REFUND MV RENTAL FEES	2214		04/2013	90.00
11/01/2012	81475	JASON BELL	1432			194.83
101-3020-422.30-01	10/18/2012	REFUND FOR FD OPEN HOUSE	555080		04/2013	27.96
101-3020-422.30-01	10/18/2012	REFUND FOR FD OPEN HOUSE	240209		04/2013	166.87
11/01/2012	81476	KANE, BALLMER & BERKMAN	1828			6,757.50
101-0000-221.01-02	10/08/2012	SEP 2012-SEACOAST INN OPA	18517		04/2013	6,757.50
11/01/2012	81477	OFFICE DEPOT, INC	1262			320.16
101-1210-413.30-01	10/08/2012	POCKET FILES/HD STAPLER	627763328001	130002	04/2013	159.19
101-5020-432.30-01	10/12/2012	DRY ERASE BOARD	628620226001	130002	04/2013	157.51
101-5020-432.30-01	10/12/2012	GRIP PENS	628620353001	130002	04/2013	3.46
11/01/2012	81478	PADRE JANITORIAL SUPPLIES	1430			524.22
101-6040-454.30-02	10/03/2012	CLEANING SUPPLIES	334663	130025	04/2013	137.27
101-1910-419.30-02	10/05/2012	JANITORIAL SUPPLIES	334742	130025	04/2013	183.00
101-6040-454.30-02	10/10/2012	JANITORIAL SUPPLIES	334862	130025	04/2013	203.95
11/01/2012	81479	PMI	23			405.73
101-6040-454.30-02	10/08/2012	PROTECTIVE GLOVES	0376862	130015	04/2013	405.73
11/01/2012	81480	RANCHO AUTO & TRUCK PARTS	1685			449.60
501-1921-419.28-16	10/01/2012	PCV VALVES	7693-134053	130019	04/2013	2.58
501-1921-419.28-16	10/03/2012	OIL FILTERS/WIPERS	7693-134363	130019	04/2013	48.00
601-5060-436.30-02	10/09/2012	NON DETERGENT OIL	7693-134943	130019	04/2013	67.12
501-1921-419.28-16	10/08/2012	#606 BRAKE DRUMS/ROTORS	7693-134799	130019	04/2013	209.16
501-1921-419.28-16	10/08/2012	#606 ACORN	7693-134849	130019	04/2013	9.21
501-1921-419.28-16	10/10/2012	WIPER BLADES/FILTERS	7693-135058	130019	04/2013	26.55

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
501-1921-419.28-16	10/18/2012	OIL/AIR/FUEL FILTERS	7693-135895	130019	04/2013	86.98
11/01/2012	81481	ROBERT JAMES NAVARRETE	2			100.00
101-0000-121.00-00	10/16/2012	REFUND CITATION FEES	2232		04/2013	100.00
11/01/2012	81482	ROBERT STABENOW	199			25.00
101-3030-423.28-04	08/30/2012	REIMBURSE IBLA DUES	674078		04/2013	25.00
11/01/2012	81483	SAN DIEGO COUNTY SHERIFF	882			5,569.82
213-3037-421.20-06	10/19/2012	JUL-SEP 2012 JAG GRANT	10-19-2012		04/2013	5,569.82
11/01/2012	81484	TREASURER, COUNTY OF S.D.	688			15,547.00
101-3020-422.20-06	10/10/2012	FY 2012/2013 MEMBERSHIP	HIRT-2012-008		04/2013	15,547.00
11/01/2012	81485	WESTERN HOSE & GASKET	836			398.62
601-5050-436.30-02	10/04/2012	35' HOSE FOR TRUCK #152	270677	130059	04/2013	398.62
11/01/2012	81486	WHITE NELSON DIEHL EVANS, LLP	1171			825.00
101-1210-413.28-07	10/22/2012	VONACHEN/SHOUSE/BERNAL	12-07-2012		04/2013	825.00
11/09/2012	81487	AMERICAN EXPRESS	1895			26.06
101-1130-412.30-02	10/12/2012	REFRESHMENTS FOR HEALTH F	6192051501	F13023	04/2013	26.06
11/09/2012	81488	ARROWHEAD MOUNTAIN SPRING WATE	1340			92.73
101-5020-432.30-02	10/23/2012	OCT 2012	02J0026726646	130202	04/2013	92.73
11/09/2012	81489	AT&T DATACOMM, INC.	1854			875.05
503-1923-419.20-06	09/19/2012	WIRELESS INSTALLATION	319-014062	130373	03/2013	875.05
11/09/2012	81490	AZTEC LANDSCAPING INC	310			6,581.13
101-5010-431.21-04	10/16/2012	PLANT & IRRIGATION REPLCM	12638L-IN	130092	04/2013	4,991.13
101-5010-431.21-04	10/31/2012	OCT 2012	0024043-IN	130091	04/2013	1,540.00
101-5010-431.21-04	10/31/2012	PLANTING/LABOR PALM AVE	12665L-IN	130091	04/2013	50.00
11/09/2012	81491	CDW GOVERNMENT INC	725			396.79
503-1923-419.20-06	10/10/2012	I T SOFTWARE LICENSE	R795935	130120	04/2013	147.60
503-1923-419.20-06	10/10/2012	HP HARD DRIVE	R808990	130120	04/2013	98.05
503-1923-419.20-06	10/15/2012	HP HARD DRIVE	R951464	130120	04/2013	151.14
11/09/2012	81492	CHRISTOPHER SEFCIK	2442			100.00
101-3030-423.28-04	10/25/2012	REIMBURSE EMT FEES	010739		04/2013	54.00
101-3030-423.28-04	10/20/2012	REIMBURSE ENROLLMENT FEES	10390532		04/2013	46.00
11/09/2012	81493	COUNTY OF SAN DIEGO	1050			11,121.00
101-1020-411.21-06	10/15/2012	2012 ELECTION-2 COUNCIL	2243	130441	04/2013	6,564.00
101-1020-411.21-06	10/15/2012	2012 ELECTION-PROP S	2244	130441	04/2013	4,557.00
11/09/2012	81494	COUNTY OF SAN DIEGO	1055			1,935.50
101-3010-421.21-04	10/29/2012	SEP 2012 PARKING PENALTY	09/12		04/2013	1,935.50
11/09/2012	81495	COUNTY OF SAN DIEGO (PW)	1440			28,701.00
601-5050-436.29-04	10/19/2012	STORMWATER PROGRAM	2012-PWCP-1009	130440	04/2013	28,701.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
11/09/2012	81496	COUNTY RECORDER	1818	50.00
245-1240-513.20-06	10/30/2012	NOTICE OF INTENT TO APPRO	MF 1060	04/2013 50.00
11/09/2012	81497	CYNTHIA TITGEN	2340	1,520.00
101-1130-412.20-06	10/17/2012	09/28/12-10/12/12	10-17-2012	130075 04/2013 1,520.00
11/09/2012	81498	DEPARTMENT OF INDUSTRIAL RELAT	2257	225.00
101-6040-454.30-02	10/16/2012	SAFETY CENTER ELEVATOR	E1047824SD	04/2013 225.00
11/09/2012	81499	FIRE ETC	924	19.00
101-3020-422.30-02	10/04/2012	FIREHOUSE REPAIR	40704	130229 04/2013 4,981.00-
101-3020-422.30-02	10/04/2012	FIREHOUSE REPAIR	40704	130229 04/2013 5,000.00
11/09/2012	81500	FOCUS ON INTERVENTION	1490	395.50
502-1922-419.30-02	10/03/2012	CORTEZ,N-ERGO EVAL	49491	130377 04/2013 395.50
11/09/2012	81501	GOVERNMENT FINANCE OFFICERS AS	1021	225.00
101-1210-413.28-12	10/19/2012	2012/2013 MEMBERSHIP-VONA	0164001	F13022 04/2013 225.00
11/09/2012	81502	GRAINGER	1051	640.93
601-5060-436.30-02	10/18/2012	PROTECTIVE GLOVES	9955770202	130011 04/2013 178.22
101-6040-454.30-02	10/18/2012	CABLE PROTECTOR	9954725645	130011 04/2013 337.15
101-1910-419.30-02	10/18/2012	HAND SANITIZER	9954725652	130011 04/2013 7.24
601-5060-436.28-01	10/25/2012	AIR CYL	9961333425	130011 04/2013 46.34
501-1921-419.30-02	10/25/2012	ANTI SEIZE COMPOUND	9961333433	130011 04/2013 18.67
101-1910-419.28-01	10/30/2012	TUBING	9963638805	130011 04/2013 53.31
11/09/2012	81503	GRAY & SONS FLEET INSPECTIONS	1054	50.00
501-1921-419.28-01	10/30/2012	DIESEL SMOG INSPECTION	456675	04/2013 50.00
11/09/2012	81504	HUDSON SAFE-T LITE RENTALS	2382	790.07
101-5010-431.21-23	10/16/2012	TRAFFIC PAINT/STENCIL GUA	00012659	130071 04/2013 708.51
101-5010-431.21-23	10/26/2012	PAVEMENT MARKERS	00012905	130071 04/2013 81.56
11/09/2012	81505	IB BUSINESS IMPROVEMENT DISTRI	487	27,285.00
101-0000-203.22-00	06/30/2012	APR - JUN 2012 BID FEES	06-30-2012	12/2012 27,285.00
11/09/2012	81506	JEFF NEW	4	3,773.25
101-0000-221.01-02	10/23/2012	253-255 ELM AVE-DEP REFND	MF 788	04/2013 3,773.25
11/09/2012	81507	JEFF NEW	4	810.50
101-0000-221.01-02	10/23/2012	253-255 ELM AVE-DEP REFND	MF 1037	04/2013 810.50
11/09/2012	81508	JETER SYSTEMS	483	153.83
101-1210-413.30-01	10/18/2012	A/P EXPANDABLE FILING FOL	2133938	F13021 04/2013 153.83
11/09/2012	81509	JOHN DEERE LANDSCAPES	1986	510.96
101-6020-452.30-02	10/11/2012	NITRILE GLOVES	62967831	130031 04/2013 8.32
101-6020-452.28-01	10/15/2012	TREE STAKES/BUBBLER/TIES	62998834	130031 04/2013 117.38

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT	
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR	TRN AMOUNT
101-6020-452.28-01	10/17/2012	TECHLINE CV	63026142	130031 04/2013	77.26
101-6040-454.30-02	10/25/2012	PVC TEE/COUPLING REDUCER	63107586	130031 04/2013	78.82
101-5010-431.30-02	11/06/2012	VALVE BOXES	63194750	130031 05/2013	75.59
101-5010-431.30-02	11/07/2012	VALVE BOXES	63198425	130031 05/2013	59.04
101-6020-452.30-02	09/14/2012	ELECTRIC VALVE BRASS	62663798	130031 03/2013	94.55
11/09/2012	81510	KATHLEEN VONACHEN	2466		123.95
101-1130-412.21-04	09/17/2012	REIMBURSE PRE-EMPLOYMENT	820379221308828	04/2013	84.00
101-1130-412.21-04	09/17/2012	REIMBURSE PRE-EMPLOYMENT	09-17-2012	04/2013	39.95
11/09/2012	81511	KOA CORPORATION	611		457.50
101-5010-431.20-06	09/30/2012	SEP 2012 AS NEEDED TRAFFI	JB14106X8	130364 03/2013	195.00
101-5010-431.20-06	09/30/2012	SEP 2012 AS NEEDED TRAFFI	JB14106X8	130364 03/2013	262.50
11/09/2012	81512	LANCE, SOLL & LUNGHARD LLP	716		10,000.00
405-1260-413.20-06	09/30/2012	HOUSING DUE DILIGENCE RVW	5197	130212 03/2013	10,000.00
11/09/2012	81513	MASON'S ALIGNMENT, BRAKES	921		120.48
501-1921-419.28-01	10/10/2011	REFRIGERANT/COMPRESSR OIL	21584	130044 04/2013	120.48
11/09/2012	81514	MANAGED HEALTH NETWORK	2432		400.40
101-1130-412.20-06	10/17/2012	NOV 2012	3200042337	130072 04/2013	400.40
11/09/2012	81515	MOBILE HOME ACCEPTANCE CORPORA	1533		296.31
101-5020-432.25-01	10/24/2012	11/07-12/06 PW TRAILER	168234	130124 04/2013	296.31
11/09/2012	81516	OFFICE DEPOT, INC	1262		640.46
101-1110-412.28-11	10/05/2012	ENVELOPES/BUS CARDS	626910118001	130002 04/2013	75.41
101-1130-412.28-11	10/05/2012	ENVELOPES/BUS CARDS	626910118001	130002 04/2013	75.42
101-1210-413.30-01	10/05/2012	ENVELOPES/BUS CARDS	626910118001	130002 04/2013	36.82
101-1110-412.30-01	10/09/2012	OFFICE & CLEANING SUPPLY	628130381001	130002 04/2013	45.78
101-1130-412.30-01	10/09/2012	OFFICE & CLEANING SUPPLY	628130381001	130002 04/2013	115.64
101-1020-411.30-01	10/12/2012	CORTEZ, N-BUSINESS CARDS	628130458001	130002 04/2013	36.82
101-1210-413.30-01	10/17/2012	DESK SORTERS/FILE FLODERS	629233165001	130002 04/2013	59.14
101-1210-413.30-01	10/26/2012	BINDERS/DIVIDERS/DATE STP	630393998001	130002 04/2013	55.91
101-1110-412.30-01	10/24/2012	ENVELOPES	630002574001	130002 04/2013	7.11
101-1130-412.30-01	10/24/2012	ENVELOPES	630002574001	130002 04/2013	7.10
101-1110-412.30-01	10/24/2012	ENVELOPES	630002606001	130002 04/2013	7.20
101-1130-412.30-01	10/24/2012	ENVELOPES	630002606001	130002 04/2013	7.18
101-1130-412.30-01	10/25/2012	PRIVACY FILTER SCREEN	630002607001	130002 04/2013	110.93
11/09/2012	81517	OFFICETEAM	1266		970.80
101-1020-411.21-01	10/15/2012	ARMENDARIZ,E W/E 10/12/12	36528201	130127 04/2013	970.80
11/09/2012	81518	PAL GENERAL ENGINEERING INC.	2411		661,470.55
402-5000-532.20-06	10/22/2012	ST IMPRVMENTS P-3B	4	04/2013	661,470.55
11/09/2012	81519	PAL GENERAL ENGINEERING INC.	2411		31,054.50
210-1235-513.20-06	10/22/2012	13TH ST/EBONY AVE RAMPS	2	130135 04/2013	1,944.00
210-1235-513.20-06	10/23/2012	13TH ST/EBONY AVE RAMPS	3	130135 04/2013	29,110.50

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
11/09/2012	81520	PARS	2425	400.00
101-1920-419.20-06	10/09/2012	AUG 2012	24040-A	130076 04/2013 80.00
101-3020-422.20-06	10/09/2012	AUG 2012	24040-A	130076 04/2013 80.00
101-3030-423.20-06	10/09/2012	AUG 2012	24040-A	130076 04/2013 80.00
101-6010-451.20-06	10/09/2012	AUG 2012	24040-A	130076 04/2013 80.00
101-6040-454.20-06	10/09/2012	AUG 2012	24040-A	130076 04/2013 80.00
11/09/2012	81521	PITNEY BOWES INC	271	213.37
101-1920-419.28-09	10/17/2012	POSTAGE MACHINE SUPPLIES	5502047420	F13024 04/2013 213.37
11/09/2012	81522	PROTECTION ONE ALARM MONITORIN	69	286.97
601-5060-436.20-23	10/21/2012	NOV 2012	90258101	130087 04/2013 286.97
11/09/2012	81523	PRUDENTIAL OVERALL SUPPLY	72	726.68
101-5020-432.25-03	10/03/2012	10/03/12 PW UNIFORMS	30291147	130090 04/2013 156.52
101-5020-432.25-03	10/10/2012	10/10/12 PW UNIFORMS	30292688	130090 04/2013 133.61
101-5020-432.25-03	10/17/2012	10/17/2012 PW UNIFORMS	30294168	130090 04/2013 149.33
101-5020-432.25-03	10/24/2012	10/24/12 PW UNIFORMS	30295674	130090 04/2013 139.06
101-5020-432.25-03	10/31/2012	10/31/12 PW UNIFORMS	30297183	130090 04/2013 148.16
11/09/2012	81524	RBF CONSULTING	1756	4,720.00
402-5000-532.20-06	10/19/2012	SEP 2012 PW YARD IMPRVMT	12090434	070418 04/2013 370.00
601-5060-436.20-06	10/19/2012	SEP 2012 SEWER MODELING A	12090432	130299 04/2013 2,500.00
402-5000-532.20-06	09/28/2012	AUG 2012 PW YARD IMPRVMTS	12080929	070418 03/2013 1,850.00
11/09/2012	81525	ROBERT HALF TECHNOLOGY	1826	87.50
503-1923-419.20-06	10/17/2012	MORENO,D W/E 10/12/2012	36550275	130446 04/2013 87.50
11/09/2012	81526	ROBERTSON'S	2454	614.83
101-5010-431.30-02	10/10/2012	5YRDS CONCRETE	28619	130199 04/2013 614.83
11/09/2012	81527	SDGE	289	5,512.38
101-6020-452.27-01	10/31/2012	0175 275 3776 09/28-10/29	11-15-2012	04/2013 412.37
101-5010-431.27-01	10/31/2012	0824 329 2041 09/28-10/29	11-15-2012	04/2013 199.12
101-6020-452.27-01	10/31/2012	2081 689 1273 09/28-10/29	11-15-2012	04/2013 521.06
101-6010-451.27-01	10/31/2012	2081 692 3399 09/28-10/29	11-15-2012	04/2013 14.06
101-6020-452.27-01	10/31/2012	2083 847 9032 09/28-10/29	11-15-2012	04/2013 42.58
101-6010-451.27-01	10/31/2012	3206 700 9265 09/28-10/29	11-15-2012	04/2013 131.01
101-5010-431.27-01	10/30/2012	3448 930 9646 09/27-10/26	11-14-2012	04/2013 9.88
101-5010-431.27-01	10/30/2012	5153 272 6717 09/27-10/26	11-14-2012	04/2013 13.45
101-6020-452.27-01	10/31/2012	5456 692 8951 09/28-10/29	11-15-2012	04/2013 30.33
101-6020-452.27-01	10/31/2012	6921 003 2109 09/28-10/29	11-15-2012	04/2013 412.85
101-5010-431.27-01	10/31/2012	7706 795 7872 09/28-10/29	11-15-2012	04/2013 11.96
101-6020-452.27-01	10/31/2012	9327 898 1346 09/28-10/29	11-15-2012	04/2013 567.78
101-6010-451.27-01	10/31/2012	9956 693 6272 09/28-10/29	11-15-2012	04/2013 133.41
101-5010-431.27-01	10/30/2012	0646 753 1938 09/27-10/26	11-14-2012	04/2013 10.05
101-5010-431.27-01	10/30/2012	1694 230 1484 09/27-10/26	11-14-2012	04/2013 21.11
101-5010-431.27-01	10/26/2012	1912 409 2723 09/25-10/24	11-10-2012	04/2013 10.23
101-6010-451.27-01	10/31/2012	2081 689 7619 09/28-10/29	11-15-2012	04/2013 254.35

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101-5010-431.27-01	11/01/2012	2741 969 9359 09/30-10/31	11-16-2012	04/2013 137.67
215-6026-452.27-01	11/01/2012	2819 871 6315 09/30-10/31	11-16-2012	04/2013 1,843.45
101-5010-431.27-01	10/30/2012	3062 843 3719 09/27-10/26	11-14-2012	04/2013 12.15
101-5010-431.27-01	10/26/2012	5280 340 6641 09/25-10/24	11-10-2012	04/2013 65.77
101-5010-431.27-01	10/26/2012	5576 188 0541 09/25-10/24	11-10-2012	04/2013 10.05
601-5060-436.27-01	10/30/2012	8773 823 6424 09/27-10/26	11-14-2012	04/2013 647.69
11/09/2012	81528	SHARP REES-STEALY MEDICAL CNTR 390		94.00
101-1130-412.21-04	10/13/2012	SEP 2012-AGUILAR,O	253	130086 04/2013 94.00
11/09/2012	81529	SKS INC. 412		11,135.80
501-1921-419.28-15	10/18/2012	1000 GAL REG FUEL	1251423-IN	130049 04/2013 4,030.68
501-1921-419.28-15	10/25/2012	865.4 GAL REG FUEL	1251552-IN	130049 04/2013 3,081.83
501-1921-419.28-15	10/31/2012	1140 GAL REG FUEL	1251674-IN	130049 04/2013 4,023.29
11/09/2012	81530	SOUTH WEST SIGNAL 488		160.00
101-5010-431.21-04	10/31/2012	OCT 2012	50927	130038 04/2013 160.00
11/09/2012	81531	SOUTHWESTERN COLLEGE 492		5,462.00
101-3030-423.28-04	09/24/2012	PS MARINE SAFETY TRNG	3925	130438 03/2013 3,920.00
101-3030-423.28-04	09/21/2011	LG MARINE SAFETY TRNG	3825	130437 01/2013 1,542.00
11/09/2012	81532	SPARKLETTS 2341		16.52
101-1210-413.30-01	10/20/2012	OCT 2012	10552239 102012	130206 04/2013 16.52
11/09/2012	81533	TARGETSAFETY.COM, INC. 2319		2,749.00
101-3020-422.28-04	01/30/2012	2012 USER LICENSE FEE	TSC8251	04/2013 841.00
101-3030-423.28-04	01/30/2012	2012 USER LICENSE FEE	TSC8251	04/2013 1,908.00
11/09/2012	81534	TERRA BELLA NURSERY, INC. 1946		93.59
101-6020-452.30-02	10/16/2012	PLANTS	81512	130034 04/2013 93.59
11/09/2012	81535	TRAFFIC SAFETY MATERIALS, LLC. 2369		26.88
101-5010-431.21-23	08/08/2012	TITAN SPRAY TIP & SEAL	2040	130068 02/2013 26.88
11/09/2012	81536	VALLEY POWER SYSTEMS, INC 760		3,170.01
501-1921-419.28-04	10/30/2012	E-39 TRUCK REPAIRS	C27327	04/2013 3,170.01
11/09/2012	81537	VERONICA TAM AND ASSOCIATES LL 2398		8,946.00
245-1240-513.20-06	10/04/2012	SEP 2012 IB HE	1423	120466 04/2013 8,946.00
11/09/2012	81538	WAXIE SANITARY SUPPLY 802		872.82
101-6040-454.30-02	10/23/2012	JANITORIAL SUPPLIES	73573012	130016 04/2013 872.82
11/09/2012	81539	WHITE CAP CONSTRUCTION SUPPLY 1434		58.23
101-5010-431.30-02	10/26/2012	CONCRETE GROUT	15071084-00	130018 04/2013 58.23
11/09/2012	81540	CALIFORNIA ENV CONTROLS INC 642		1,202.51
601-5060-436.28-01	10/15/2012	TR IMPELLER/SUCTION GUAGE	2765	130058 04/2013 1,202.51
11/09/2012	81541	COX COMMUNICATIONS 1073		600.00
503-1923-419.21-04	10/27/2012	10/25-11/24 3110039780701	11-15-2012	130126 04/2013 600.00

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11/09/2012	81543	ICMA RETIREMENT TRUST 457	242	101-0000-209.01-10	11/08/2012	PR AP PPE 11/01/2012	20121108		05/2013	6,882.10	6,882.10
11/09/2012	81544	KANE, BALLMER & BERKMAN	1828	101-5000-532.20-06	09/06/2012	AUG 2012-9TH/PALM	18353	130372	03/2013	37,723.14	7,055.00
				405-1260-413.20-01	08/06/2012	AUG 2012-SUCCESSOR AGENCY	18354	130372	02/2013	13,917.54	4,612.50
				101-5000-532.20-06	10/08/2012	SEP 2012 9TH/PALM-DDA	15212	130439	04/2013	137.50	60.00
				101-5000-532.20-06	10/08/2012	SEP 2012-9TH/PALM -OPA	18513	130439	04/2013	50.00	11,890.60
				101-1920-419.20-06	10/08/2012	SEP 2012-GENERAL	18514	130439	04/2013		
				217-5000-532.20-06	10/08/2012	SEP 2012-HABITAT AHA	18515	130439	04/2013		
				405-1260-413.20-06	10/08/2012	SEP 2012-SUCCESSOR AGENCY	18516	130439	04/2013		
11/09/2012	81545	PRINCIPAL FINANCIAL GROUP	2414	101-0000-209.01-14	10/11/2012	PR AP PE 10/04/2012	20121011		04/2013	3,422.56	545.46
				101-0000-209.01-16	10/11/2012	PR AP PE 10/04/2012	20121011		04/2013	552.12	623.94
				101-0000-209.01-21	10/11/2012	PR AP PE 10/04/2012	20121011		04/2013	545.46	552.12
				101-0000-209.01-14	10/25/2012	PR AP PE 10/18/2012	20121025		04/2013	604.22	.75-
				101-0000-209.01-16	10/25/2012	PR AP PE 10/18/2012	20121025		04/2013	.01-	
				101-0000-209.01-21	10/25/2012	PR AP PE 10/18/2012	20121025		04/2013		
				101-0000-209.01-16	10/30/2012	OCT 2012 -LTD, STD, LIFE,	11-01-2012		04/2013		
				101-0000-209.01-21	10/30/2012	OCT 2012 -LTD, STD, LIFE,	11-01-2012		04/2013		
11/09/2012	81546	PRINCIPAL FINANCIAL GROUP	2428	101-0000-209.01-13	10/11/2012	PR AP PE 10/04/2012	20121011		04/2013	1,260.45	611.22
				101-0000-209.01-13	10/25/2012	PR AP PE 10/18/2012	20121025		04/2013	649.22	.01
				101-0000-209.01-13	09/17/2012	OCT 2012 - VOL LIFE INS	10-01-2012		04/2013		
11/09/2012	81547	SEIU LOCAL 221	1821	101-0000-209.01-08	11/08/2012	PR AP PPE 11/01/2012	20121108		05/2013	1,283.73	1,271.26
				101-0000-209.01-08	11/08/2012	PR AP PPE 11/01/2012	20121108		05/2013	12.47	
11/09/2012	81548	US BANK	2458	101-0000-209.01-20	11/08/2012	PR AP PPE 11/01/2012	20121108		05/2013	1,567.10	1,517.92
				101-0000-209.01-20	11/08/2012	PR AP PPE 11/01/2012	20121108		05/2013	49.18	

DATE RANGE TOTAL * 1,564,581.12 *



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER *GB*
MEETING DATE: NOVEMBER 21, 2012
ORIGINATING DEPTS.: HANK LEVIEN, PUBLIC WORKS DIRECTOR *HL*
SUBJECT: RESOLUTION NO. 2012-7273 AWARDING A TEMPORARY CUSTODIAL CONTRACT TO JANI-KING OF CALIFORNIA, INC.

BACKGROUND:

Until July of this year, a city employee performed basic custodial duties, mostly comprising of general housekeeping duties, in certain City buildings such as City Hall. Soon after the employee retired on June 30, 2012, the City entered into a contract with Jani-King of California, Inc. ("Jani-King") to perform these services on a temporary basis to allow the City to properly assess how to best provide these services in the future.

Imperial Beach Municipal Code Section 3.04.190 allows the City, when purchasing goods or services, to "piggy-back" on another government agency's contract (accepting the terms that agency negotiated with the goods or services provider) instead of performing a full bidding process, as long as the other government agency obtained its contract through a competitive bidding process.

DISCUSSION:

City staff selected Jani-King as the temporary service provider by "piggy-backing" on the County of San Diego's contract with Jani-King. Staff determined Jani-King's rates to be reasonable. Further, staff had been able to previously evaluate Jani-King's performance since it is and has been responsible for similar maintenance work at the City Library and the Sheriff's Substation temporary facilities.

Staff confirmed that the County obtained its contract with Jani-King through a competitive bidding process. Attachment 1 is the County's Service Source Committee Report ("SSC Report") for the Jani-King contract (#525606, later amended by #534845). The SSC Report demonstrates that the County awarded its contract to Jani-King based on a competitive bidding process. This supports Staff's decision to "piggy-back" on the County's contract as permitted by the Municipal Code.

A copy of the City's contract with Jani-King is Attachment 2. Currently, the City has spent \$17,328.95 on the contract. The attached Resolution (Attachment 3) ratifies this expenditure and authorizes Staff to continue contracting with Jani-King on a temporary basis.

Staff hopes to rely on this contract until it can reach a permanent solution to the City's custodial needs. In no event will this temporary contract last beyond June 30, 2013, when the County's contract with Jani-King expires.

ENVIRONMENTAL DETERMINATION:

Not a project for purposes of the California Environmental Quality Act (CEQA).

FISCAL IMPACT:

The monthly cost of the Jani-King contract is \$4,013.02. The monthly cost for the Janitor employee was \$4,509.83. There is a net savings of approximately \$500 per month with the Jani-King contract.

DEPARTMENT RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2012-7273, ratifying the City's agreement with Jani-King and allowing the City to continue to engage Jani-King's custodial services on a temporary basis.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. San Diego County SSC Report for Contract with Jani-King
2. City's agreement with Jani-King
3. Resolution No. 2012-7273 ratifying and approving a temporary agreement with Jani-King for custodial services.



ATTACHMENT 1

APRIL F. HEINZE, P.E.
Director
(858) 694-2527
FAX (858) 694-8929

County of San Diego

DEPARTMENT OF GENERAL SERVICES

5555 OVERLAND AVE., STE. 2240, SAN DIEGO, CA 92123-1294

FACILITIES OPERATIONS
(858) 694-3510
FLEET MANAGEMENT
(858) 694-2876
MAIL SERVICES
(858) 694-3018
PROJECT MANAGEMENT
(858) 694-2040
REAL ESTATE SERVICES
(858) 694-2291

June 3, 2008

TO: Winston McColl, Director
Department of Purchasing and Contracting

FROM: April F. Heinze, Director
Department of General Services

*Approved
WPM
11 June, 2008*

SOURCE SELECTION COMMITTEE RESULTS – REQUEST FOR PROPOSAL NO. 2918 CUSTODIAL SERVICES.

I have reviewed the Department of General Service, Source Selection Committee's (SSC) recommendations for Request For Proposal No. 2918 – Custodial Services. I agree with the recommendations made by the SSC.

I recommend the award of contracts as stated in the SSC report, pending successful negotiations.

If you have any questions, please contact Michael Furlong, DGS, Service Contract Administrator, at (858) 694-3380.

Sincerely,


April F. Heinze, Director
Department of General Services

MISSION: To provide cost-effective, efficient, high quality and timely support services to County departments, groups and agencies

SOURCE SELECTION COMMITTEE REPORT – RFP # 2918 (LOTS 1 THROUGH 13) DGS CUSTODIAL SERVICES

1. Background

The Source Selection Committee (SSC), appointed by the Director, Department of General Services (DGS) who is the Source Selection Authority (SSA), has completed their review of the proposals submitted in response to Request for Proposals (RFP) 2918 to provide Custodial Services for various County Facilities.

- 1.1. The goal of this contract, as stated in the RFP, is to provide quality and timely custodial services for various County facilities.

The following providers submitted a proposal:

Gina Solutions, Inc.

Nova Commercial Co., Inc.

T&T Janitorial, Inc.

Singh Group, Inc (DBA Baja Pacific)

Aztec Landscaping, Inc. (BDA Aztec Janitorial)

California Janitorial, Inc.

Jani-King of California, Inc.

We Buff it to Biz

Hai Long, Inc, (DBA T&N Janitorial Services)

2. Recommendations

- 2.1. The Source Selection Committee (SSC) found Nova Commercial Co., California Janitorial, Singh Group (DBA Baja Pacific), T&T Janitorial, Jani-King of California proposals to be in the competitive range. The SSC recommends the County negotiate with and upon completion of successful negotiations, award a contract to Nova Commercial, Co. Lot 1, California Janitorial Lots 4 & 10, Singh Group (BDA Baja Pacific) Lots 6 & 8, T&T Janitorial Lots 3, 9 12 & 13 and Jani-King of California Lots 2,5,7, and 11, to provide Custodial Services to various County Facilities.
- 2.2. The Source Selection Committee (SSC) recommends the proposals by Gina Solutions, Inc., Hai Long, Inc. (DBA T&N Janitorial), Aztec Landscaping (DBA Aztec Janitorial), and We Buff It To Biz, not be found in the competitive range, and therefore, will not be considered for award.

3. Evaluation of Proposals

- 3.1. The SSC met on May 8, 2008 to receive an orientation on their role as members of the SSC and the source selection process. Each member was given the RFP, the addendums, the proposals, the evaluation guidelines, and completed a Conflict of Interest and Disclosure Statement.
-

SOURCE SELECTION COMMITTEE REPORT – RFP # 2918 (LOTS 1 THROUGH 13) DGS CUSTODIAL SERVICES

3.2. The SSC reconvened on May 22, 2008 to discuss and evaluate the proposals submitted.

4. SSC Findings of Proposal Evaluations

The Department of General Services (DGS) has requirements to provide custodial services at over 150 sites including Downtown Courthouse, Hall of Justice, All other Court facilities, Juvenile Hall, Polinsky Children's Center, Family Resource Centers, Regional Centers, Libraries, Sheriff Stations, Public Health Clinics, Animal Shelters, Assessor's Offices and various other facilities.

Because of difficulties and poor performance experienced with the current low bid contract, an RFP process was chosen to allow the County to seek best value. The successful proposal must show that the vendor has experience in providing custodial services for all of DGS's requirements and the ability to handle accounts of similar scope. To that end, the RFP sought information on the firm's experience, its proposed program to deliver the full range of required services, and its financial stability to continue providing service for the term of the contract.

4.1 Gina's Solutions

The SSC found that, though this proposal had some strong points, it has significant weaknesses that keep it from reaching the competitive range. Overall this proposal lacked several critical elements.

The Training Plan submitted in response to paragraph 1.5.5 of the submittal requirements lacked the required detail to determine if effective training would be provided.

The proposal lacked a complete program description and the required information for Training, Supervision, Providing additional services including emergency services, Meeting special statement of work requirements and Providing and maintaining Material Safety Data Sheets and safety training records for chemical cleaning products were not provided, as required by paragraph 2.1.6, 2.1.7, 2.1.8, 2.1.9 and 2.1.10 of the submittal requirements.

The Program Description provided in response to paragraph 2 of the submittal requirements did not give any detail on how the offeror proposed to cover the geographic service area, meet the general requirements, meet the contractor requirements, provide sufficient qualified personnel, supervise those personnel, or meet the objective and special statement of work requirements and in general was a presentation of marketing documentation rather than a response to the Statement of Work.

The Implementation Plan submitted in response to paragraph 2.2 of the submittal requirements lacked sufficient detail to determine whether it would be effective. No recruitment plan was submitted as required by paragraph 2.3.2 of the submittal requirements.

The Financial response to paragraph 3.4 of the submittal requirements was incomplete. No audited financial reports were provided, only a balance sheet.

4.2 Nova Commercial Co., Inc.

The completeness and detail in this proposal showed a level of interest in responding to the County's requirements. The firm's wide experience in large government contracts, combined with the interest displayed in their proposal bodes well for a successful association.

The proposal was very well organized. The Submittal Requirements were restated in dark font followed by the response in a lighter font, allowing for ease in reviewing the proposal.

SOURCE SELECTION COMMITTEE REPORT – RFP # 2918 (LOTS 1 THROUGH 13) DGS CUSTODIAL SERVICES

The Offeror's Resume provided in response to paragraph 1.1 of the submittal requirements listed numerous contracts with government establishments of a size and scope comparable to the County.

The References listed in response to paragraph 1.4 of the submittal requirements, detailed what the offeror does for each company and how their experience was pertinent to the County requirements. There have been three positive telephone responses from the references listed.

The Organization and Staffing Charts provided in response to paragraph 1.5.1 of the submittal requirements were complete for all levels. The References for Key Personnel provided under paragraph 1.5.3 of the submittal requirements were complete and reflected good experience levels.

The Job descriptions were complete and covered all required positions.

The proposal included a very complete response to paragraph 1.5.5 of the submittal requirements covering training. The proposal also provided a good plan for training new hires, refresher training of incumbents, on the job training, and a supervisor's workshop.

The Litigation information provided in response to paragraph 1.6 of the submittal requirements provided sufficient detail to address County's concerns.

The Program Description was generally very well detailed, especially the sections on Meeting General and Contractor Requirements and providing Emergency Services. Also of note was a well detailed response to paragraph 2.1.10 of the submittal requirements laying out their proposal for providing services during emergencies.

The Quality Control Plan offered in response to paragraph 2.2 of the submittal requirements provided for a continuous improvement program with a realistic Corrective Action plan. The plan listed good metrics for monitoring and control of the contract, a complete inspection plan, and specific supervisor qualifications.

The Implementation Plan offered in response to paragraph 2.3 of the submittal requirements was very well detailed. It gave a specific and realistic timeline. Of particular note was that corporate specialists would be brought in and assigned specific tasks to ensure timely completion.

The financial information provided in response to paragraph 3.4 of the submittal requirements was complete including an Auditor's Report.

The SSC agreed this proposal far exceeded the minimum requirements of the RFP and in fact is an extremely well drafted response to the RFP reflecting time and effort in researching the Counties needs and matching the proposal to these needs.

4.3 T&T Janitorial, Inc:

The completeness and detail in this proposal showed a level of interest in responding to the County's requirements. The SSC agreed that the firm's experience with several large city custodial contracts is sufficient to meet the County's contracting requirements, combined with the interest displayed in their proposal bodes well for a successful association.

SOURCE SELECTION COMMITTEE REPORT – RFP # 2918 (LOTS 1 THROUGH 13) DGS CUSTODIAL SERVICES

The proposal was very well organized. The Offeror's Resume provided in response to paragraph 1.1 of the submittal requirements listed numerous contracts with government establishments of a size and scope comparable to the County.

The References listed in response to paragraph 1.4 of the submittal requirements, detailed what the offeror does for each company and how their experience was pertinent to the County requirements. There have been three positive telephone responses from the references listed.

The Organization and Staffing Charts provided in response to paragraph 1.5.1 of the submittal requirements were complete for all levels. The References for Key Personnel provided under paragraph 1.5.3 of the submittal requirements were complete and reflected good experience levels.

The Job descriptions were complete and covered all required positions.

The proposal included a very complete response to paragraph 1.5.5 of the submittal requirements covering training. The proposal also provided a good plan for training new hires, refresher training of incumbents, on the job training, and a supervisor's workshop.

The Litigation information did not provide sufficient information in response to paragraph 1.6 of the submittal requirements to address County's concerns.

The Program Description was generally very well detailed, especially the sections on Meeting General and Contractor Requirements and providing Emergency Services.

The Quality Control Plan offered in response to paragraph 2.2 of the submittal requirements provided for a continuous improvement program with a realistic Corrective Action plan. The plan listed good metrics for monitoring and control of the contract, a complete inspection plan, and specific supervisor qualifications.

The Implementation Plan offered in response to paragraph 2.3 of the submittal requirements was very well detailed. It gave a specific and realistic timeline.

The financial information provided in response to paragraph 3.4 of the submittal requirements was complete with the exception of not submitting an Auditor's Report.

The SSC found this proposal meets the minimum requirements of the RFP and in fact is a well drafted response the RFP reflecting time and effort in researching the Counties needs and matching the proposal to these needs.

4.4 Singh Group, Inc. (DBA Baja Pacific)

The completeness and detail in this proposal showed a level of interest in responding to the County's requirements. The SSC concurs that the firm's wide experience in large government contracts, combined with the interest displayed in their proposal bodes well for a successful association.

The Offeror's Resume provided in response to paragraph 1.1 of the submittal requirements listed numerous contracts with government establishments of a size and scope comparable to the County.

SOURCE SELECTION COMMITTEE REPORT – RFP # 2918 (LOTS 1 THROUGH 13) DGS CUSTODIAL SERVICES

The References listed in response to paragraph 1.4 of the submittal requirements, detailed what the offeror does for each company and how their experience was pertinent to County requirements. There have been two positive telephone responses and one non-response from the references listed.

The Organization and Staffing Charts provided in response to paragraph 1.5.1 of the submittal requirements were complete for all levels. The References for Key Personnel provided under paragraph 1.5.3 of the submittal requirements were complete and reflected good experience levels.

The Job descriptions were complete and covered all required positions.

The proposal included a very complete response to paragraph 1.5.5 of the submittal requirements covering training. The proposal also provided a good plan for training new hires, refresher training of incumbents, on the job training, and a supervisor's workshop.

The Litigation information provided in response to paragraph 1.6 of the submittal requirements provided sufficient detail to address County's concerns.

The Program Description was generally very well detailed, especially the sections on Meeting General and Contractor Requirements and providing Emergency Services. Also of note was a well detailed response to paragraph 2.1.10 of the submittal requirements laying out their proposal for providing services during emergencies.

The Quality Control Plan offered in response to paragraph 2.2 of the submittal requirements provided for a continuous improvement program with a realistic Corrective Action plan. The plan listed good metrics for monitoring and control of the contract, a complete inspection plan, and specific supervisor qualifications.

The Implementation Plan offered in response to paragraph 2.3 of the submittal requirements was very well detailed. It gave a specific and realistic timeline. Of particular note was that corporate specialists would be brought in and assigned specific tasks to ensure timely completion.

The financial information provided in response to paragraph 3.4 of the submittal requirements was complete including an Auditor's Report.

The SSC is in agreement that this proposal meets the minimum requirements of the RFP and in fact is a very well drafted response the RFP reflecting time and effort in researching the Counties needs and matching the proposal to these needs.

4.5 Aztec Landscaping, Inc. (DBA Aztec Janitorial)

The SSC concluded that, though this proposal had some strong points, it has significant weaknesses that keep it from reaching the competitive range.

The Training Plan submitted in response to paragraph 1.5.5 of the submittal requirements lacked the required detail to determine if effective training would be provided.

The Organization and Staffing charts in response to paragraph 1.6.1.3 did not provide a narrative description that explains how the proposed staffing as reflected in the staffing chart will be adequate to meet the minimum requirements of exhibit A – Statement of Work.

SOURCE SELECTION COMMITTEE REPORT – RFP # 2918 (LOTS 1 THROUGH 13) DGS CUSTODIAL SERVICES

The proposal lacked a complete program description and the required information for Training, Supervision, Providing additional services including emergency services, Meeting special statement of work requirements and Providing and maintaining Material Safety Data Sheets and safety training records for chemical cleaning products were not provided, as required by paragraph 2.1.6, 2.1.7, 2.1.8, 2.1.9 and 2.1.10 of the submittal requirements.

The Program Description provided in response to paragraph 2 of the submittal requirements did not give any detail on how the offeror proposed to cover the geographic service area, meet the general requirements, meet the contractor requirements, provide sufficient qualified personnel, supervise those personnel, or meet the objective and special statement of work requirements and in general was a presentation of marketing documentation rather than a response to the Statement of Work.

The Implementation Plan submitted in response to paragraph 2.2 of the submittal requirements lacked sufficient detail to determine whether it would be effective. No description of how the offeror will facilitate a smooth transition of client services from the existing provider as required by paragraph 2.3.1 of the submittal requirements. No recruitment plan was submitted as required by paragraph 2.3.2 of the submittal requirements.

The Financial response to paragraph 3.4 of the submittal requirements was incomplete. No audited financial reports were provided, only a balance sheet.

4.6 California Janitorial, Inc.

The completeness and detail in this proposal showed a level of interest in responding to the County's requirements. The firm's experience with several large County of San Diego custodial contracts is sufficient to meet the County's contracting requirements, combined with the interest displayed in their proposal bodes well for a successful association.

The proposal was well organized. The Offeror's Resume provided in response to paragraph 1.1 of the submittal requirements listed numerous County of San Diego contracts of a size and scope comparable to the County. The offeror's only has contracts with the County of San Diego.

The References listed in response to paragraph 1.4 of the submittal requirements, detailed what the offeror does for each company and how their experience was pertinent to County requirements. There have been three positive responses from the references listed.

The Organization and Staffing Charts provided in response to paragraph 1.5.1 of the submittal requirements were complete for all levels. The References for Key Personnel provided under paragraph 1.5.3 of the submittal requirements were complete and reflected good experience levels.

The Job descriptions were complete and covered all required positions.

The Litigation information did not provide sufficient information in response to paragraph 1.6 of the submittal requirements to address County's concerns.

The Program Description was generally very well detailed, especially the sections on Meeting General and Contractor Requirements and providing Emergency Services.

The Quality Control Plan offered in response to paragraph 2.2 of the submittal requirements provided for a continuous improvement program with a realistic Corrective Action plan. The plan

SOURCE SELECTION COMMITTEE REPORT – RFP # 2918 (LOTS 1 THROUGH 13) DGS CUSTODIAL SERVICES

listed good metrics for monitoring and control of the contract, a complete inspection plan, and specific supervisor qualifications.

The Implementation Plan offered in response to paragraph 2.3 of the submittal requirements was very well detailed. It gave a specific and realistic timeline.

The financial information provided in response to paragraph 3.4 of the submittal requirements was complete with the exception of not submitting an Auditor's Report.

The SSC agreed the proposal meets the minimum requirements of the RFP and in fact is a very well drafted response the RFP reflecting time and effort in researching the Counties needs and matching the proposal to these needs.

4.7 Jani-King of California, Inc.

The completeness and detail in this proposal showed a level of interest in responding to the County's requirements. The firm's wide experience as a national custodial provider, combined with the interest displayed in their proposal bodes well for a successful association.

The Offeror's Resume provided in response to paragraph 1.1 of the submittal requirements listed numerous contracts with government and private industry nationwide establishments of a size and scope comparable to the County.

The References listed in response to paragraph 1.4 of the submittal requirements, detailed what the offeror does for each company and how their experience was pertinent to County requirements. There have been three positive telephone responses from the references listed.

The Organization and Staffing Charts provided in response to paragraph 1.5.1 of the submittal requirements were complete for all levels. The References for Key Personnel provided under paragraph 1.5.3 of the submittal requirements were complete and reflected good experience levels.

The Job descriptions were complete and covered all required positions.

The proposal included a very complete response to paragraph 1.5.5 of the submittal requirements covering training. The proposal also provided a good plan for training new hires, refresher training of incumbents, on the job training, and a supervisor's workshop.

The Litigation information provided in response to paragraph 1.6 of the submittal requirements provided sufficient detail to address County's concerns.

The Program Description was generally very well detailed, especially the sections on Meeting General and Contractor Requirements and providing Emergency Services. Also of note was a well detailed response to paragraph 2.1.10 of the submittal requirements laying out their proposal for providing services during emergencies.

The Quality Control Plan offered in response to paragraph 2.2 of the submittal requirements provided for a continuous improvement program with a realistic Corrective Action plan. The plan listed good metrics for monitoring and control of the contract, a complete inspection plan, and specific supervisor qualifications.

SOURCE SELECTION COMMITTEE REPORT – RFP # 2918 (LOTS 1 THROUGH 13) DGS CUSTODIAL SERVICES

The Implementation Plan offered in response to paragraph 2.3 of the submittal requirements was very well detailed. It gave a specific and realistic timeline.

The financial information provided in response to paragraph 3.4 of the submittal requirements was complete including an Auditor's Report.

The SSC found this proposal meets the minimum requirements of the RFP and in fact is a very well drafted response the RFP reflecting time and effort in researching the Counties needs and matching the proposal to these needs.

4.8 We Buff It To Biz

Overall this proposal lacked organization and was incomplete and missing most of the required proposal elements. The SSC reached consensus on the fact that the proposal showed a lack of interest in fulfilling the County's needs.

The Offeror's Resume, provided in response to paragraph 1.1 of the submittal requirements did not include any large contracts or government accounts. The company has only three small companies that it currently maintains and does not meet the knowledge and experience requirement as required by paragraph 1.1; and the proposal does not provide information for similar services to a comparable Government agency with requirements for custodial service at various facilities.

The offeror did not provide a confirmation letter, as required by paragraph 1.3 of the submittal requirements, from a surety firm stating that the company can obtain a performance bond equal to one hundred percent of the contract amount for each contract year within 60 working days after notice is received from the County that the contract has been awarded.

The offeror did not provide, as required by paragraph 1.5.4, a summary of the applicable services provided by the offeror for reference organization, objectives, and results. The offeror did not explain how the experience gained could be beneficially applied to the program.

The proposal is missing the following required submittal elements:

Organization and Staffing Charts. 1.6.1, 1.6.1.1, 1.6.1.2, 1.6.1.3; Job Descriptions 1.6.2; Resumes for Key Executives and Management Staff 1.6.3; Training 1.6.4; Litigation 1.7; Program Description 2.1, 2.1.1, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.1.10; Quality and Performance Management 2.2; Implementation Plan 2.3, 2.3.1, 2.3.2; Fiscal Management 3.2; Financial Statements 3.3, 3.3.1, 3.3.2, 3.3.3, 3.3.4.

Due to the incomplete proposal package and lack of most of the required submittals the SSC found this company unacceptable for any contract award.

4.9 Hai Long, Inc., (DBA T&N Janitorial Services)

This proposal was not organized and was incomplete and missing some of the required proposal elements.

Overall the SSC believes this proposal focused on a low price rather than service delivery and staffing. The offeror missed the point of the RFP which was to find best value not the lowest price.

**SOURCE SELECTION COMMITTEE REPORT – RFP # 2918 (LOTS 1 THROUGH 13)
DGS CUSTODIAL SERVICES**

This proposal was not sequentially numbered to match submittal requirements making it hard to read and find information.

In response to submittal requirement paragraph 1.5 the offeror provided Resumes of Key Personnel and a Staffing Chart that did not correlate. This made it difficult to determine the lines of authority. The Job Descriptions provided in response to paragraph 1.5.2 of the submittal requirements did not list requirements for experience and qualifications.

The offeror did not provide, as required by paragraph 1.5.4, a summary of the applicable services provided by the offeror for reference organization, objectives, and results. The offeror did not explain how the experience gained could be beneficially applied to the program.

The Program Description submitted in response to paragraph 2 of the submittal requirements lacked detail on covering the service area, meeting general and contractor requirements, and supervision. The Program Description also did not address emergency service, wages and benefits, or meeting special work requirements.

The Implementation Plan submitted in response to paragraph 2.2 of the submittal requirements lacked sufficient detail to determine whether it would be effective. No recruitment plan was submitted as required by paragraph 2.3.2 of the submittal requirements.

The proposal states that no litigation is pending.

The Financial response to paragraph 3.4 of the submittal requirements was incomplete. No audited financial reports were provided, only a balance sheet.

The proposal is missing the following required submittal elements:

Organization and Staffing Charts. 1.6.1, 1.6.1.1, 1.6.1.2, 1.6.1.3; Training 1.6.4; Program Description 2.1, 2.1.1, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.1.10; Quality and Performance Management 2.2; Implementation Plan 2.3, 2.3.1, 2.3.2; Fiscal Management 3.2; Financial Statements 3.3.1, 3.3.3, 3.3.4.

Due to the incomplete proposal package and lack of most of the required submittals the SSC found this company unacceptable for any contract award.

5. Source Selection Committee

5.1. Members:

Michael A. Furlong, Chairman, FSM, Custodial COTR, DGS, Facilities Operations

Jack Keirse, Facility Support Manager, DGS, Facilities Operations

Pete Carrasco, Facility Contract specialist II, DGS, Contracts Office, Facilities Operations

5.2. Procurement Contracting Officer

Vera Konstantinova, Contracting Officer, Department of Purchasing and Contracting

Submitted By: _____

Michael Furlong

**SOURCE SELECTION COMMITTEE REPORT – RFP # 2918 (LOTS 1 THROUGH 13)
DGS CUSTODIAL SERVICES**

Michael A. Furlong, Source Selection Committee Chair

Date: 6/3/08

Approved as to Form and Content

Vera Konstantinova
Procurement and Contracting Officer.

Date: _____



ATTACHMENT 2

Jani-King of California, Inc.
San Diego Region
6170 Cornerstone Court
Suite 330
San Diego, CA 92121
(619) 682-3400
Fax: (619) 682-3404

United States
Albuquerque • Alexandria
Atlanta • Augusta
Austin • Baltimore
Boston/Rouge • Birmingham
Boston • Buffalo
Charleston • Charlotte
Chattanooga • Chicago
Cincinnati • Cleveland • Colton
Columbus • Columbus
Dallas • Dayton
Denver • Detroit • Fort Myers
Fort Worth • Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Huntsville
Indianapolis • Jacksonville
Kansas City • Knoxville
Lafayette/Lake Charles
Las Vegas • Lexington
Little Rock • Los Angeles
Louisville • Madison
Macon/Memphis • Miami
Milwaukee • Minneapolis
Mississippi Coast • Mobile
Montgomery • Monroe
Myrtle Beach
Nashville • New Jersey
New Orleans • New York
Oakland • Oklahoma City
Omaha • Orlando
Reno • Philadelphia
Phoenix • Pittsburgh
Portland • Raleigh/Durham
Reno • Rhode Island
Richmond • Roanoke/Lynchburg
Sacramento • Salt Lake City
San Antonio • San Diego
San Francisco • Savannah
Seattle • St. Louis
Shreveport • Springfield
St. Louis • Tri-Cities
Tampa Bay • Tucson • Tulsa
Washington, D.C. • Wichita

International
Australia
Bahrain
Belgium
Brazil
Canada
France
Great Britain
Greece
Hong Kong
Mexico
New Zealand
Portugal
Russia
South Korea
Spain
Taiwan
Toronto/Windsor

July 12, 2012

Imperial Beach City Hall
825 Imperial Beach Boulevard
Imperial Beach, CA 91932
Attn: Tony Sorzano

Dear Mr. Sorzano:

Thank you for the time and interest you have afforded me concerning the subject of housekeeping for your facility. Jani-King of California, Inc. appreciates this opportunity.

Enclosed is our completed proposal for a professionally operated cleaning program, including the cleaning schedule.

The total monthly charge represents your only cost, and is inclusive of:

- All labor
- All supervision
- All equipment for cleaning
- All payroll, payroll taxes, insurance, etc.

Each Jani-King representative is fully covered by an insurance program that protects you and your business in several ways. This comprehensive program provides complete coverage, including General Liability, Workers' Compensation, Destruction, Dishonesty, and Disappearance Crime Insurance and Lost Key Insurance.

Please contact me at (619) 682-3400 in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Trusting we may be of service,

Randall Frazine
Regional Director
Jani-King of California, Inc.

RF/b/nb

PDF FILE ATTACHMENT
11 AM 11/17/12
Reference # 521030
Your initials SR

JANI-KING® MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Jani-King of California, Inc. ("Jani-King") and Imperial Beach City Hall ("Client").

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the 23 day of July, 2012.
 1.2. The term of this Agreement shall be on a month to month basis from the date services are scheduled to begin.
 1.3. Jani-King will provide the services described in Exhibit A ("Services") to the "Named Areas" which are defined in Exhibit A.
 1.4. The services shall be performed at the location(s) listed on Exhibit A of this Agreement.
 1.5. Jani-King agrees to provide the Service to the Named Areas five (5) times per week on the days circled:

Monday	Tuesday	Wednesday	Thursday	Friday
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- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services.
 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any and all liability resulting from any Jani-King personnel's exposure to hazardous or harmful materials located in the Named Areas.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit A, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any additional cleans options, as described in Exhibit A, and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.
 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such increase.
 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made advances if it deems Client to be a credit risk.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that Services will be provided by an authorized Jani-King franchise owner and employees of the franchise owner.
 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for an additional month on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
 4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party. In the event the

defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second notice is not received within five (5) days from the end of Cure Period, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

4.4. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.

5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.

5.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations and understandings of the parties. No changes to this agreement will be effective unless signed by both parties and attached hereto.

5.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 23RD day of July, 2012.

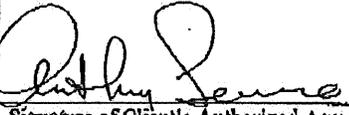
<p>Jani-King of California, Inc.</p>  <p>Signature of Jani-King's Authorized Agent</p> <p>Randall Frazine Regional Director</p>	<p>Imperial Beach City Hall</p>  <p>Signature of Client's Authorized Agent</p> <p>Ground/Facilities Supervisor Print Name/Title</p>
<p>Notice Address for Jani-King:</p> <p>6170 Cornerstone Court E, Suite 330 San Diego, CA 92121</p>	<p>Billing and Notice Address of Client:</p> <p>825 Imperial Beach Boulevard Imperial Beach, CA 91932</p>

EXHIBIT A
TO JANI-KING MAINTENANCE AGREEMENT
Pricing Schedule, Additional Cleans Options, Cleaning Schedule

PRICING SCHEDULE

The Service, as defined in the Agreement, will be performed for the monthly charge of:

Four Thousand Thirteen Dollars and Fifty Nine Cents (\$4,013.02)
(City is closed every other Friday, Sheriff Department only one serviced every Friday.)

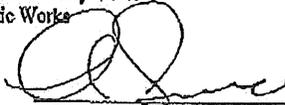
At the following location(s):

- City Hall
- Police Station
- Lounge Library/ Senior Center
- Community Center
- Marina Vista Community Center
- Public Works



Jani-King Signature

 Randall Frazzini, Regional Director
 Print Name/Title



Client Authorizing Signature

 Grounds/Facilities Supervisor
 Print Name/Title

ADDITIONAL CLEANS OPTION

By authorizing below, the following services will be performed for the additional fee listed below for each service:

Carpet Shampoo	\$.15 per square foot (\$50 minimum)	Initial To Authorize
Strip, reseal and refinish tile floors	\$.20 per square foot (\$75 minimum)	Initial To Authorize
Window Washing (Interior)	\$.07 per square foot of surface glass	Initial To Authorize
Window Washing (Exterior)	\$.07 per square foot of surface glass	Initial To Authorize

RESOLUTION NO 2012- 7273

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH
RATIFYING AND ACCEPTING A CONTRACT WITH JANI-KING TO PERFORM
CUSTODIAL SERVICES ON A TEMPORARY BASIS**

WHEREAS, the City employee previously performing custodial duties separated from City employment; and

WHEREAS, the City temporarily contracted with Jani-King of California, Inc. (“Jani-King”) to prevent a lapse in custodial services; and

WHEREAS, the City selected Jani-King because that company provides similar services to the County of San Diego, including custodial services at the County Library and Sheriff’s substation in Imperial Beach; and

WHEREAS, the County obtained the Jani-King contract through a competitive bidding process; and

WHEREAS, Imperial Beach Municipal Code Section 3.04.190 allows the City, when purchasing goods or services, to “piggy-back” on another government agency’s contract (accepting the terms that agency negotiated with the goods or services provider) instead of performing a full bidding process, as long as the other government agency obtained its contract through a competitive bidding process; and

WHEREAS, it is the hope of City staff to reach a permanent solution to the City’s custodial needs prior to the expiration of the County’s Jani-King contract at the end of June of 2013; and

WHEREAS, it is the intent of the City Council to ratify and authorize the City’s temporary agreement with Jani-King, with the agreement lasting until the end of June 2013 unless City staff presents an alternative solution to the City Council at an earlier date.

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

Section 1: That the above recitals are true and correct.

Section 2: The City Council hereby ratifies the agreement dated July 23, 2012 between the City of Imperial Beach and Jani-King and authorizes the agreement to continue until June 30, 2013 unless City staff presents an alternative solution to the City Council at an earlier date.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 21st day of November, 2012, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY R. BROWN, CITY MANAGER *GRB*

MEETING DATE: NOVEMBER 21, 2012

ORIGINATING DEPT.: CITY MANAGER & CITY ATTORNEY
GREG WADE, ASSISTANT CITY MANAGER *GW*
JENNIFER LYON, CITY ATTORNEY

SUBJECT: ADOPTION OF RESOLUTION NO. 2012-7271 APPROVING AND ADOPTING THE SIDELETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221 (SEIU)

BACKGROUND:

Members of the City's Miscellaneous Classified Service are represented by the Service Employees International Union, Local 221 ("SEIU"). The City entered into a two-year Memorandum of Understanding ("MOU") with SEIU effective July 1, 2011 through June 30, 2013. This item is before Council to approve a Sideletter to the SEIU MOU to allow for the use of sick leave for baby bonding time after the birth or adoption of a child.

DISCUSSION:

Effective in early 2012, the City changed providers for the City's Short Term Disability (STD) and Long Term Disability (LTD) Plans. With these changes, City employees no longer pay into State Disability Insurance (SDI). Under SDI, employees were eligible for Paid Family Leave of 55% of an employee's salary for up to 6 weeks for bonding time after the birth or adoption of a child. The City's new STD and LTD plans do not provide for paid leave for bonding time after the birth or adoption of a child. As part of the discussions surrounding the changes to the City's disability plans, the City committed to SEIU to discuss options for baby bonding time at a later date.

Subsequently, SEIU approached the City to request that the City's sick leave policy as contained in the MOU be amended to allow City employees to use sick leave for bonding time after the birth or adoption of a child. The City met and conferred in good faith with SEIU regarding changes to the City's policy regarding use of sick leave.

The changes to the sick leave policy will now allow employees to use up to 132 hours of accrued sick leave for bonding time after the birth or adoption of a child, provided that the employee maintains a minimum sick leave balance of 44 sick leave hours after the use of the

sick leave for bonding time, and provided that the leave is in accordance with Federal and State laws. The use of 132 hours of sick leave is equivalent to the benefit employees previously received under SDI. Additionally, SEIU requested that, for illnesses including contagious disease or injury and for authorized medical care and/or appointments, employees be allowed to use accrued sick leave with pay for the first fourteen (14) days for such absences and, thereafter, as a supplement to STD or LTD.

The parties agreed to these changes to the sick leave policy, and signed a Sideletter of Agreement to the MOU to reflect the changes. Except as amended by this Sideletter of Agreement, all other terms and conditions of the MOU shall remain in full force and effect. The Sideletter of Agreement has been ratified and approved by the membership of the SEIU.

ENVIRONMENTAL IMPACT

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

FISCAL IMPACT:

Pursuant to the terms of the Sideletter of Agreement, employees could use up to 14 days of accrued sick leave both for certain illnesses or absences and up to 132 hours of accrued sick leave for baby bonding, provided they have a minimum sick leave balance of 44 hours of sick leave after the use of sick leave for baby bonding. This could result in potential savings to the City if employees opt to use sick leave for these purposes thereby reducing the amount of accrued sick leave an employee may otherwise receive as sick leave pay-off upon separation from the City. Though undetermined, this savings would not be significant. Conversely, some additional costs to the City could result from employees opting to take sick leave rather than STD or LTD for the certain illnesses or medical absences. Again, these costs are not expected to be significant and would likely be offset by the afore-mentioned savings.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2012-7271 approving and adopting the Sideletter of Agreement to the Memorandum of Understanding between the City and SEIU.

CITY MANAGER'S RECOMMENDATION:

Approve Department's recommendation.

Attachments:

1. Resolution 2012-7271
2. Sideletter of Agreement between the City and SEIU
3. SEIU MOU effective July 1, 2011 through June 30, 2013

RESOLUTION NO 2012-7271

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH APPROVING AND ADOPTING THE SIDELETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/ SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, "City") are governed by California Government Code section 3500 through 3511, known as the Meyers-Milias-Brown Act; and

WHEREAS, the Service Employees International Union, Local 221 ("SEIU") is the exclusive bargaining agent and representative of the City's Miscellaneous Classified Service; and

WHEREAS, the City and SEIU entered into a Memorandum of Understanding ("MOU") effective July 1, 2011 through June 30, 2013 (Exhibit A); and

WHEREAS, the parties met and conferred in good faith regarding the use of sick leave for bonding time after the birth or adoption of a child; and

WHEREAS, the parties agree to a policy for the use of sick leave for bonding time after the birth or adoption of a child and desire to amend the current MOU; and

WHEREAS, this agreement shall serve as a Side Letter Agreement to the MOU for July 1, 2011 through June 30, 2013; and

WHEREAS, the attached Side Letter Agreement (Exhibit B) has been ratified and approved by the membership of the SEIU; and

WHEREAS, except as amended by the Side Letter Agreement, all other terms and conditions of the MOU from July 1, 2011 through June 30, 2013 shall remain in full force and effect.

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

Section 1: That the above recitals are true and correct.

Section 2: That the attached Side Letter Agreement between the City and SEIU is hereby adopted.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 21st day of November, 2012, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK

SIDE LETTER OF AGREEMENT
between the City of Imperial Beach
and Service Employees International Union (SEIU) Local 221

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, "City") are governed by California Government Code section 3500 through 3511, known as the Meyers-Milias-Brown Act ("MMBA"); and

WHEREAS, the Service Employees International Union, Local 221 ("SEIU") is the exclusive bargaining agent and representative of the City's Miscellaneous Classified Service; and

WHEREAS, the City and SEIU entered into a Memorandum of Understanding ("MOU") effective July 1, 2011 through June 30, 2013; and

WHEREAS, the parties met and conferred in good faith regarding the use of sick leave for bonding time after the birth or adoption of a child; and

WHEREAS, the parties agree to a policy for the use of sick leave for bonding time after the birth or adoption of a child and desire to amend the current MOU;

WHEREAS, this agreement shall serve as a Side Letter Agreement to the MOU for July 1, 2011 through June 30, 2013.

NOW THEREFORE, the City and SEIU mutually agree as follows:

- 1) The following changes will be made to MOU Article 10.0 "Sick Leave and Industrial Accident Benefits":

"2. Sick Leave Permitted: Employees may use accrued sick leave with pay for absences necessitated as follows:

- a. Illness, including contagious disease, or injury **for the first seven fourteen (14) days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance.**
- b. Authorized absence for medical care and/or appointments **for the first seven fourteen (14) days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance.**
- c. Death, illness, or injury of a member of the immediate family or domestic partner. To be eligible for the domestic partner benefit, the employee must register their domestic partner with the ~~CITY~~ **State of California and provide proof to the City.**
- d. **Bonding time after the birth or adoption of a child as specified in Section 3 below.**

3. Sick Leave Usage for Family Bonding Time: Employees are permitted to use up to 132 hours of sick leave for bonding time after the birth or adoption of a child, in accordance with Federal or State laws, provided that the employee maintains a minimum sick leave balance of 44 sick leave hours after the use of the sick leave for bonding time.

An employee who is eligible for and claims State Disability Insurance for baby bonding will not be permitted to use any accrued sick leave for bonding time after the birth or adoption of a child.”

2) The following changes will be made to MOU Article 13 “Insurance Benefits”:

~~“4. State Disability Insurance and Individual~~ **Group** Term Life Insurance: Each employee will be provided by City ~~State Disability Insurance and Individual~~ **Group** Term Life Insurance as agreed to through negotiations.

Employees may purchase Voluntary Life Insurance at an EMPLOYEE’s own cost as ~~an~~, such insurance will not be part of the Flexible Benefits Plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.”

3) The following changes will be made to MOU Article 17.0:

~~“State Disability Insurance~~ **Short Term Disability (STD) and Long Term Disability (LTD):**

Each employee will participate in the City’s STD and LTD Plans. Employees are required to file for STD or LTD after fourteen (14) consecutive days of absence due to illness, contagious disease, injury or an authorized absence for medical care and/or appointments. STD and LTD premiums are paid by the EMPLOYEE as an after-tax deduction.

The CITY shall make available State Disability Insurance coverage to those employees who elect to participate, provided that all research and preparation necessary for implementation shall be accomplished by the UNION. Payment for said plan shall be made by the individual employee at no cost to the City.

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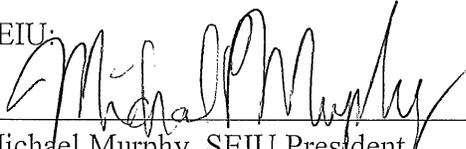
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- 4) Except as amended by this Sideletter of Agreement, all other terms and conditions of the MOU from July 1, 2011 through June 30, 2013 shall remain in full force and effect.

Executed in Imperial Beach, California by:

SEIU:



Michael Murphy, SEIU President



DATE

City of Imperial Beach:

Gary Brown, City Manager

DATE



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, CA. 91932

And

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 221
4004 Kearny Mesa Road
San Diego, CA. 92111

TERM:

July 1, 2011 – June 30, 2013

FINAL

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Exhibits:

Exhibit "A"	Article X – Grievance Procedure
Exhibit "B"	Article IX – Disciplinary Procedure
Exhibit "C"	Article VII, Section 4 – Vacation Leave
Exhibit "D"	SEIU Recognition of Miscellaneous Service Classifications – FY 09-10 & 10-11
Exhibit "E"	City's Salary & Compensation Plan, Effective July 1, 2011
Exhibit "F"	City Section 125 Election Documents
Exhibit "G"	City Manager Memorandum – Stand by Pay Authorization
Exhibit "H"	Alternative 9/80 Work Schedule Side Letter & Policy

Preamble

Representatives of the City of Imperial Beach and the Service Employees International Union (SEIU) Local 221, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding hereinafter referred to as “M.O.U” is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties.

This M.O.U shall constitute the whole and entire existing agreement for salary and fringe benefits applicable to members of the SEIU Local 221 hereinafter referred to as “UNION”, and it supersedes all prior agreements, commitments, and practices.

It is understood by the parties that part-time seasonal employees continue to be entitled to the benefits that they were receiving as of the effective date of this agreement. It is further understood that those benefits which the part-time seasonal employees are not currently receiving will not apply to them for the duration of this agreement, with the exception of benefits contained in this agreement.

This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a two-year (2) period commencing July 1, 2011, and ending June 30, 2013.

The CITY recognizes that the UNION is the sole and exclusive bargaining agent and representative of the City’s Miscellaneous Classified Service which are currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law. All UNION representative classifications are referenced in Exhibit “D” of this agreement.

Article 1.0 Management Rights

It is agreed that the City of Imperial Beach, hereafter to be referred to as the “CITY” has the exclusive right to determine the mission of each of its constituent departments, divisions, boards, and commissions; to set standards of selection for employment and promotion; to exercise control and discretion over its organization and operations; to direct its employees and to take disciplinary action for proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted; to determine the context of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over the technology of performing its work.

The exercise of such rights shall be reasonable and shall not preclude employees of the SEIU Local 221 hereafter to be referred to as the “UNION”, from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

Article 2.0 Employee Rights

It is agreed that each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the CITY, or to refuse to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, or other employees, or employees organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized UNION representative.

It is agreed that whenever a CITY employee desires to represent himself/herself in consulting with CITY management during his/her regular hours of work, he/she shall first request and obtain from his/her department head permission to take time off to do so, which permission shall not be unreasonably withheld.

Article 3.0 Responsibilities of the Union

Recognizing the crucial role of the CITY in the preservation of the public health, safety and welfare of a free society, the UNION agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all of their assigned duties, rendering loyal and efficient service to the very best of their abilities.

The UNION, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represent; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

The UNION further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of all City services during the term of this agreement.

Article 4.0 Unfair Employee Relations Practices

1. It is agreed that it shall be unfair employee relations practice for the City and its management representatives:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.

- b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this M.O.U. shall not be construed as financial support.
 - c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
2. It is agreed that it shall be an unfair employee relations practice for the UNION, its representatives, or members:
- a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To refuse to meet and confer in good faith CITY officials on matters within the scope of representation.
 - c. To refuse to furnish the CITY in writing the names of its representatives, shop stewards and/or their alternates.

Article 5.0 Grievance Procedure

It is agreed that the UNION shall have the right to assist any employee covered by this M.O.U. who requests representation of his/her grievance and/or work safety measures for consideration of CITY representatives. The City shall release authorized personnel during normal work hours to resolve such grievances, and the pay for such personnel will continue during this period, but overtime pay will not be authorized.

It is agreed that the Grievance Procedure shall be as outlined in the attached Exhibit “A” and made part of this M.O.U. Refer to Article X – Grievance Procedure, of the City of Imperial Beach Personnel Rules for additional information.

Article 6.0 Discharge or Other Disciplinary Action

It is agreed that the CITY shall advise the employee involved of his/her right to representation and a statement in writing for the reason or reasons for taking any disciplinary action against him/her.

It is agreed that all appeals relating to disciplinary action shall be submitted in writing to the CITY in accordance with Article IX – Disciplinary Procedure, of the City of Imperial Beach Personnel Rules, a copy of which is attached as Exhibit “B” and made part of this M.O.U.

Article 7.0 General Provisions

1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the initial twelve (12) month probationary period. Such discharge shall not be subject to the Grievance Procedure or to the Discipline Procedure of the City of Imperial Beach Personnel Rules.

2. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the UNION by reason of age, sex, creed, color, national origin, UNION membership or non-UNION membership.
3. Bulletin Boards: It is agreed that the CITY shall provide bulletin boards in the following locations which may be used by UNION in posting appropriate UNION notices and announcements and related material.
 - a. City Hall
 - b. Fire Department
 - c. Public Works Facility
 - d. Lifeguard Station
4. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of the Human Resources Manager or designee. Access shall be scheduled at the convenience of the employee and Human Resources Manager or designee. Copies of all materials to be included in personnel folders shall be provided to individual employees.
5. Visitation Rights: It is agreed that the authorized representatives of the ASSOCIATION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this M.O.U. is being observed, to have access to the bulletin boards, and the right to be present at any meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hours operations or cause unnecessary loss of time to the CITY.
6. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the M.O.U. by attempting to contact the employee through the last address of record.
7. Supervisory Meetings: Any Supervisor covered by this agreement who is required to attend any meeting on CITY business either before or after scheduled work hours shall receive compensatory time exclusive of travel time.
8. Training Sessions: In addition, all other departmental personnel shall be required to attend an established number of training sessions necessary to job indoctrination and performance, which will be on CITY time.
9. New Employees: The CITY will provide the UNION President and UNION Field Representative with names and departments of newly hired employees.
10. Human Resources Manager: Where questions arise as to the benefits employees may receive under the CITY's rules, the employee should direct those questions to the CITY's Human Resources Manager.
11. Mileage Reimbursement: Employees shall be reimbursed at the current rate allowed by the Internal Revenue Service for the authorized use of their private vehicle on City business. Employees shall also be reimbursed for parking fees paid while using their vehicle on City business.

An employee who uses his/her automobile for City business must provide the minimum automobile insurance coverage required by the State of California. Evidence of current insurance must be on file with the City.

12. Salary Increases: Salary increases that are based on a known date, such as longevity pay and step increase, shall be paid from the first day of the pay period in which the anniversary occurs.
13. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5 percent higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid higher in base salary than the highest step of the pay range of the classification to which they are being promoted.
14. Inoculations: Employees who in the course of their regular duties are exposed to raw sewage will receive inoculations as medically necessary at City expense. Those employees who in the course of their regular duties may be exposed to sewage contaminated water will be offered inoculations as medically appropriate at City expense.
15. Outsource: The City shall notify the Union prior to issuance of any solicitation of work traditionally performed by regular employees of the City. The CITY shall notify the UNION in writing thirty (30) days prior to the effective date of any services contract which will require the performance of labor previously provided by CITY employees. In such an event, the UNION may request in writing the discussion of alternatives to such subcontracting. A request to this effect must be received by the City Manager within seven (7) days from receipt by the UNION of the aforementioned notice from the CITY. The CITY shall forestall, for a reasonable period of time, the implementation of any such services contract to allow for a period of negotiation between the CITY and UNION on such alternatives to subcontracting out work previously provided by CITY employees.
16. Bi-lingual Pay Differential: When an employee possesses competent bi-lingual skills, that full-time employee shall be granted \$50.00 a month for use of this skill, with part-time employees receiving \$.40 cents per hour, not to exceed \$50 per month. Competence shall be determined by an oral and written test mutually agreed to by the CITY and UNION.
17. Skin Cancer Prevention: The CITY shall make available sunscreen for all employees that spend the majority of the workday in an outside environment. The CITY shall provide an annual education session on skin cancer, and how to prevent it.
18. Pay Differential: As designated by the Public Works Director a maximum of two (2) employees with Backflow Certification and a maximum of three (3) employees with Hazardous Materials Labeling & Packaging Standards Certification shall receive an additional \$40 per month to maintain and utilize said Certifications for the benefit of the CITY. In addition, as designated by the Public Works Director, a maximum of five (5) employees with Collection System Maintenance Grade Certification shall receive either \$20 per month for Grade 1, \$30 per month for Grade 2, \$40 per month for Grade 3, or \$50 per month for Grade 4.
19. Ergonomics: The City will offer ergonomic equipment to meet the reasonable individual needs of employees at a reasonable cost.

20. Direct Deposit: All employees are encouraged to sign up for direct deposit. If the need arises to replace a payroll check for any employee that does not utilize direct deposit, the check will be reissued with the next regularly scheduled payroll distribution.
21. Notary Pay Differential: Effective the first full pay period in July 2011, the City will provide \$50.00 per month to employees who maintain a public notary and who are designated by the City as a Public Notary.

Article 8.0 Out-of-Classification Pay

An employee who is assigned in writing to work in a higher classification during the fiscal year for five (5) or more cumulative working days within two (2) consecutive pay periods will be paid at the salary schedule for the higher classification at the lowest step or 5 percent above the current salary, whichever is higher.

Article 9.0 Hours of Work

1. Work Week: Eight (8) hours per day for not more than five (5) days per week, forty (40) hours, shall constitute a normal workweek for employees of the CITY covered by this agreement. A schedule other than eight (8) hours per day, five (5) days per week may be established with mutual agreement by both the affected employees and management.

The work day will include a minimum thirty (30) minute lunch period and two, fifteen (15) minute rest periods in compliance with State regulations.

Section 1 does not apply to the lifeguard employees' work week schedule.

2. Alternative 9/80 Schedule: The City and the Union will continue to study the impact and feasibility of an alternate 9/80 workweek schedule subject to budget and operational constraints, approval of the City Council and vote of the Union membership. Ongoing implementation of program is subject to an annual review by City Council of program merits for continued consideration subject to operational and financial impacts. (See Exhibit "H")
3. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established workday and/or workweek for that class and department provided; however, that leave without pay shall not be considered to be work time.

Lifeguards shall receive overtime only when authorized and approved to work over 40 hours in a workweek, provided, however, that leave without pay shall not be considered to be work time.

4. Overtime Compensation: This overtime shall be compensated by cash payment or by compensatory time off at one and one-half (1-1/2) times the regular established rate. The smallest unit of time to be used in computing overtime shall be one-quarter (1/4) hour. Pursuant to the Fair Labor Standards Act, overtime will be calculated using the regular rate of pay and will include all legally required specialty pays.

Method of compensation shall be determined by the department head. In compliance with the Fair Labor Standards Act, the maximum accrual of compensatory time is 240 hours and may be carried forward from year to year.

5. Call-Back Overtime: An employee required to perform call-back overtime shall receive a minimum of not less than three (3) hours at one and one half (1-1/2) times his/her regular range for such call-back work, even if less service is required.
6. Holidays (Overtime Compensation): Employees required to work on holidays as enumerated in this agreement shall be compensated at a rate of two (2) times the regular salary in addition to the regular salary for the number of hours worked.
7. Stand-by Pay: An employee may be required to be on “stand-by” subject to emergency call-back overtime after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by pay shall have a communication device (i.e. cell phone, pager, etc.) issued by the authorized Department for the designated stand-by period. Employees authorized for stand-by pay shall be compensated at the following rates, as follows:
 - a. For a normal work day stand-by shift, pay shall be two (2) hours per day.
 - b. For a normal weekend stand-by shift (Saturday or Sunday), pay shall be three (3) hours per day.
 - c. For a holiday stand-by shift observed in accordance with an employee M.O.U., pay shall be four (4) hours per day.
8. Building inspections on closed Fridays: The position of Building Official and Building and Housing Inspector (I or II) will be required to work alternative 9/80 closed Fridays providing building inspections. These inspections will be scheduled 24 hours in advance beginning at 7:30 a.m. in appropriate increments and shall not be scheduled past 11:30 a.m. The position(s) providing these inspections shall work a minimum of three (3) hours (or up to five (5) hours as warranted by the number of inspections scheduled) performing inspections or office work to earn a minimum of three (3) hours of over-time or a maximum of five (5) hours of overtime. If no inspections are requested on a 9/80 closed Friday then no hours shall be worked. If all field inspection work is completed prior to the three-hour minimum, the employee shall have the option to work less than the three (3) hours (and be paid for actual over-time hours worked) or continue to work in the office to earn the minimum three-hours of overtime.
9. Travel Time: If an employee is required to attend an out-of-town event at the request of the department head, the employee’s time spent traveling to and from the event will be counted as work time. Travel time is defined as time spent driving, or as a passenger, or time spent waiting to purchase a ticket, check baggage, or get on board. Time spent taking a break from travel in order to eat a meal, sleep, or engage in purely personal pursuits not connected with traveling or making necessary travel connections will not be counted as time worked. Any travel time in excess of the normal working hours will be paid overtime if the employee works more than 40 hours in a workweek.

c. Washington’s Birthday	3 rd Monday in February
d. Cesar Chavez Day	31 st of March
e. Memorial Day	Last Monday in May
f. Independence Day	July 4
g. Labor Day	1 st Monday in September
h. Veteran’s Day	November 11
i. Thanksgiving	4 th Thursday in November
j. Friday after Thanksgiving	4 th Friday in November
k. Christmas Eve (One-full day preceding Christmas except when Christmas falls on Sunday or Monday in which case the holiday will be on the Friday preceding)	December 24
l. Christmas Day	December 25
m. New Year’s Eve (One-full day preceding New Year’s Day except when New Year’s Day falls on Sunday or Monday in which case the holiday will be on the Friday preceding)	December 31

2. Sunday Holiday: City Hall will be closed on holidays a. through m. above. When a holiday listed herein falls on a Sunday, the following Monday shall be observed as a holiday on which City Hall will be closed.
3. Saturday Holiday: When a holiday listed herein falls on a Saturday, the preceding Friday will be observed as a Holiday.
4. Floating Holidays: Employees shall receive two (2) floating holiday paid absences from work annually to be taken on a day mutually agreeable to the employee and the department head. When an employee is hired, floating holidays will be prorated for the year. Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. All floating holidays to be taken on days mutually agreeable to the employee and the Department head.
5. Vacation Accrual: Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules, a copy of which is attached as Exhibit “C” and made a part of this M.O.U.

Article 12.0 Holiday Furlough Program

1. Furlough Hours: The parties agree to a maximum 40 hour per fiscal year Holiday Work Furlough to be calculated by City prior to start of ensuing calendar year period (i.e. January 1). The Work Furlough will take effect during the otherwise normal workweek between the Hard Holidays of December 25 and January 1 only.

In classifications where staffing of positions will be necessary (as determined by City Manager) during the subject workweek, the affected employees shall have added the number of furlough hours worked.

In an effort to minimize the financial impact of the Work Furlough on employees, the employees' bi-weekly pay shall be reduced by an amount reflecting the designated Work Furlough. The adjustment will commence upon the first full pay period of the calendar year, effective January 1, 2010. The work furlough will continue until reduced or discontinued by the parties and will have no impact on employee benefits to the extent permitted by law.

2. Overtime during furlough period: Employees on furlough time who are subsequently called in to work will be paid callback in accordance with SEIU MOU Article 9.0, Section 5, Call-Back Overtime. Overtime will be paid in accordance with SEIU MOU Article 9.0, Section 4, Overtime, only for overtime worked outside the employees' normal work shift.
3. Employees who, through no fault of their own, are not allowed to take their furlough hours within the fiscal year will have the remaining hours carried over for use during the next fiscal year. To be eligible for the carryover, employees must demonstrate that they have made every effort to use their allotted furlough hours.
4. Furlough hours will be prorated for new hires, terminating employees and permanent part-time employees who have an established work schedule of 30 hours or less (3/4 time) and those temporary part-time employees that work a consistent bi-weekly work schedule on an annual basis who want to participate in the program.
5. The City will make every effort to notify employees of furlough scheduling by August 1st. In cases where decisions relating to who within a classification will work during the furlough period, seniority should not be the sole determining factor. Consideration should be given to employee preferences, equity, etc.
6. Employees scheduled to be off during the furlough period, who are called in to work due to operational necessity, will have the appropriate number of hours of furlough leave credited to their furlough leave bank.
7. Employees scheduled to be off during the furlough period who, at that time, do not have adequate furlough leave hours, will be required to use vacation or floating holiday leave or compensatory time. Sick leave will not be approved to offset furlough leave hours during the furlough period. If there are not sufficient hours in the aforementioned categories, the time will be recorded as Leave Without Pay.

Article 13.0 Insurance Benefits

1. Health Insurance Flexible Benefit Plan

Effective July 1, 2011, the CITY shall increase by \$30 from \$795 to \$825 per month (\$9900 per plan year) the maximum the CITY pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Effective July 1, 2012, the City shall increase by \$30, from \$825 to \$855 per month (\$10,260 per plan year), the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits.

All CITY health insurance carriers are provided through the California Public Employees Retirement System (CalPERS). Each employee who elects health insurance shall have \$16 (or the amount required by CalPERS) of the monthly amount paid by the City to PERS for that benefit, with the remaining balance available for other cafeteria selections.

An EMPLOYEE who elects to be covered under the City's health insurance plan, must select single employee coverage under the City's dental care provider. This selection is required to be eligible to take advantage of the City's Flexible Spending Accounts (FSAs) for Health Care and Dependent Care. This selection will ensure that no Third Party Administrator (TPA) administrative costs are associated with EMPLOYEE's participation as described under Section 3, Subpart C of this Article.

For July 1, 2011 through December 31, 2011, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$795 per month. Effective January 1, 2012, an EMPLOYEE hired prior to July 1, 2011, who elects not to be covered under the City's health insurance plan, may cash out as a taxable cash benefit a maximum of \$400 per month. Those EMPLOYEES who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical and dental insurance (i.e. spouse coverage).

Employees hired on or after July 1, 2011, who elect not to be covered under the City's Health insurance plan, may cash out as a taxable cash benefit a maximum of \$150 per month. Those EMPLOYEES who elect not to be covered under the City's Health insurance plan must demonstrate proof of alternative medical and dental insurance (i.e. spouse coverage).

2. Health, Dental and Vision Payroll Deductions Treated as Pre-Tax: All payroll deductions for health, dental care and vision are treated by the CITY on a pre-tax basis in order for the CITY to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be to the EMPLOYEE as taxable income.
3. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An EMPLOYEE may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

a. Health and Welfare FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$1,040 per plan year to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

b. Dependent Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the City Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

c. FSA Administration

The City reserves the right to contract with the Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with the third party administration, if any required. Participating employees will pay monthly, per employee, or per transaction administration fees, if any required.

4. State Disability Insurance and Individual Term Life Insurance: Each employee will be provided by City State Disability Insurance and Individual Term Life Insurance, such insurance will not be part of the Flexible Benefits Plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.
5. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the EMPLOYEE will not be allowed to change except as follows:

- a. At the next open enrollment
- b. Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.
- c. The CITY shall not be liable for any medical costs resulting to the employee as part of this election.

6. Seasonal Employees Benefit: The CITY shall make a good faith effort to seek a health insurance plan for seasonal employees to participate in at EMPLOYEE's expense.
7. An Insurance Committee shall be established for the purpose of investigating and reviewing health related matters and all insurance options, including health, life, disability, etc. Matters subject to the duty to bargain may be discussed, however, the Insurance Committee shall not have the authority to add to, amend, or modify this Agreement. The City and SEIU may reopen negotiations during the term of this MOU to consider changes to matters investigated and reviewed by the Insurance Committee if agreed to by both parties.

If any legally mandated changes to health insurance should occur during the term of this MOU, both parties agree to re-open negotiations to meet and confer over any related mandatory subjects of bargaining.

Article 14.0 Uniforms

1. The CITY shall assume full cost for the rental and cleaning of uniforms when required by the Department of Public Works. CITY shall issue to all designated employees five (5) work t-shirts per year per employee at no cost to employee.
2. The CITY shall reimburse designated employees an amount not to exceed \$150.00 per employee per year for safety shoes.
3. The CITY shall issue all lifeguards the following personal wear: one (1) pair of trunks, two (2) shirts, one (1) sweatpants, one (1) hat and duck feet swim fins. Lifeguards shall be responsible for cleaning and maintenance of personal wear. The CITY shall make available for lifeguard use the following: sun screen, pocket mask (CPR), extra thick gloves (rubber), wet suits for winter guards, and jacket. Jackets will be replaced when necessary due to normal wear and tear. Expected life of a jacket is three seasons. If jacket is lost, stolen, or abused the lifeguard must purchase a new one.

CITY shall reimburse all lifeguards one (1) pair safety sunglasses not to exceed \$90.00 per year per employee subject to CITY administrative procedures.

All lifeguards shall adhere to a standard of personal grooming and appearance. Such standards shall be developed in consultation with lifeguard personnel.

4. The City shall assume full costs for the purchase of uniforms for the employees in the Fire Prevention Division. Fire inspectors shall be issued three (3) pairs of pants, (3) shirts and one (1) jacket, when necessary, due to normal wear and tear. Fire inspectors shall be responsible for cleaning and maintenance of the uniforms. If the uniform is lost, stolen or abused, the fire inspector shall purchase a new one. In the first payperiod after July 1 of each year, the City will provide a \$250.00 stipend to Fire Inspectors for cleaning and maintenance of the City issued uniforms.

Article 15.0 Salaries

1. All represented employees shall receive the following stipend amount during the term of this agreement, as follows:
 - a. Miscellaneous Employees- Effective July 1, 2011, full-time employees will receive a 3% stipend for those employed prior to July 1, 2011. Effective July 1, 2012, full-time employees will receive a 2.5% stipend for those employed prior to July 1, 2011.

Part time employees will not receive any stipends during the term of this MOU.
 - b. Lifeguards- Effective July 1, 2011, full-time lifeguards will receive a 5.5% stipend for those employed prior to July 1, 2011. Effective July 1, 2012, full-time lifeguards will receive a 9.5% stipend for those employed prior to July 1, 2011.

Part time lifeguards will not receive any stipends during the term of this MOU.

Employees hired on or after July 1, 2011 will not receive any stipends during the term of this MOU.
2. No cost of living salary adjustments or general salary increases shall be provided for the duration of the term of this MOU.

Article 16.0 Retirement Benefits

1. For employees hired prior to July 1, 2011:
 - Miscellaneous Employees- Effective July 1, 2011, employees shall pay the entire employee portion of the CalPERS retirement contribution.
 - Lifeguard Employees- Effective July 1, 2011, employees shall pay 4.5% of the employee portion of the CalPERS retirement contribution. Effective July 1, 2012, employees shall pay the entire employee portion of the CalPERS retirement contribution.
2. The CITY will continue to provide the following CalPERS retirement benefit for employees hired prior to July 1, 2011:
 - a. Miscellaneous Employees- The City shall provide CalPERS 2.7% at 55 retirement.
 - b. Lifeguards- The CITY shall provide full-time lifeguards CalPERS 2% at 50 retirement.
3. Full-time Employees hired on or after July 1, 2011:
 - a. Miscellaneous- The CalPERS formula for employees hired on or after July 1, 2011 through June 30, 2013 shall be 2% at 60 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire portion of the CalPERS retirement contribution.

b. Lifeguards- The CalPERS formula for employees hired on or after July 1, 2011 through June 30, 2013 shall be 2% at 50 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire employee portion of the CalPERS retirement contribution.

c. Employees hired on or after July 1, 2011, will not be allowed to convert unused sick leave to CalPERS service credit.

4. Part-time employees: All part time employees will be moved to PARS and will no longer pay into Social Security. Once implemented through December 31, 2011, employees will contribute 2.10% into PARS and the City will contribute 5.40%. Beginning January 1, 2012, employees and the City will split the contribution equally at 3.75% each.

Article 17.0 State Disability Insurance

The CITY shall make available State Disability Insurance coverage to those employees who elect to participate, provided that all research and preparation necessary for implementation shall be accomplished by the UNION. Payment for said plan shall be made by the individual employee at no cost to the City.

Article 18.0 Re-negotiation

In the event either party desires to meet and confer on the provisions of a successor M.O.U., it shall serve upon the other its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor Memorandum of Understanding.

Article 19.0 Implementation

This M.O.U. constitutes a mutual recommendation to be jointly submitted to the Imperial Beach City Council. It is agreed that this M.O.U. shall not be binding either in whole or in part unless and until the City Council acts by majority vote formally to approve and adopt said M.O.U.

Article 20.0 Emergency

Nothing contained herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the Association of such changes as soon as possible. Such emergency assignments shall not extend beyond the period of the emergency. Emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Article 21.0 Savings Clause

If any provisions of this M.O.U. or the enabling resolution is at any time, or in any way, held to be contrary to any law by any court or proper jurisdiction, the remainder of this M.O.U. and the remainder of the enabling resolution shall not be affected thereby, and shall remain in full force and effect.

Article 22.0 Agreement Review

Recognizing the joint concern over the City of Imperial Beach's ability to fund the recommendations contained within the agreement, it is mutually understood that should the California State Legislature mandate a salary or fringe benefit item applicable to employees represented by the association, City may at its option require that this M.O.U. be reviewed. It is further understood that should the California State legislature mandate a reduction in a salary or fringe benefit item applicable to the employees represented by the UNION, the UNION may at its option require that this M.O.U. be reviewed.

It is understood that the UNION and the CITY may discuss and consult with each other with respect to non-economic items during the period of this agreement, except as noted above, in order to further communicate between the CITY and UNION in an effort to promote the improvement of personnel management and employer-employee relations.

Article 23.0 Safety Program

A City-wide Safety Program shall be developed and implemented in accordance with federal and state mandated requirements. A Safety Officer shall be appointed among management personnel to develop implement and maintain a City-wide safety awareness program.

Article 24.0 Smoking

No smoking is allowed in City buildings when employees are present.

Article 25.0 Educational Benefits

1. The CITY shall maintain a program providing for the partial refund of tuition and fees for all job related classes or training. The CITY agrees to pay up to \$1,000 per employee per fiscal year for fees, books, and/or tuition for such classes. Classes would require prior approval of the department head and subject to established criteria for reimbursement approval through administrative policy by City Manager, effective July 1, 2001. The educational benefit is designed to reimburse representative employees for fees, books, tuition, software, and valid parking fees (associated with the course only) upon conclusion of each individual course.
2. The CITY shall conduct at least three (3) lifeguard training events per summer session. Employees shall be paid to attend mandatory lifeguard training sessions.
3. The CITY shall reimburse lifeguards whom, while at the service to the CITY, successfully complete training and receive a certificate as an Emergency Medical Technician. Such reimbursement shall not exceed \$400 and shall be limited to costs incurred for tuition, fees, books, and lab fees. If any lifeguard who has been the recipient of the above reimbursement should leave the lifeguard service before completing three (3) seasons after being reimbursed, he/she shall refund the full reimbursement to the CITY.

Expenses for EMT certificates of renewal shall be reimbursed to Lifeguard Sergeant, Lifeguard II and Lifeguard I classifications. Reimbursement is limited to actual cost of classes, fees and books.

4. CITY agrees to the continuation of an Employee Personal Computer Purchase Program available to all CITY employees during the term of this agreement subject to budgetary constraints and City Council approval.

Article 26.0 Employee Assistance Program

City continues to implement and fund an Employee Assistance Program for all City employees.

Article 27.0 Service Fee

I. Implementation

City of Imperial Beach shall cause the City Auditor to deduct a bi-weekly “Service fee” from the pay warrants of those employees in SEIU Local 221 – represented Bargaining Units who fail to become UNION members within thirty days of employment with the CITY or who terminate UNION membership during City employment. Such fee shall be the equivalent to a Fair Share Fee (proportionate share of the Union’s cost of legally authorized representational services) as determined yearly by a CPA. Remittance of the aggregate amount of all dues, fees and other proper deductions made from salaries of employees covered hereunder shall be made to the UNION by the CITY.

- A. UNION agrees to keep an adequate itemized record of its financial transactions and shall make available annually to the CITY, within sixty days after the end of its fiscal year, a written financial statement in the form of a balance sheet and an operating statement certified as to accuracy by the SEIU Local 221221 President and a Certified Public Accountant.
- B. Union further agrees to hold such disputed fees in their entirety in an escrow account to be maintained at the San Diego County Credit Union, 555 Mildred Street, San Diego, California pending resolution of the dispute pursuant to the Service Fee Complaint Procedure.
- C. Hold Harmless: The UNION hereby agrees to indemnify and hold the CITY harmless from any and all liability arising out of such Service Fees pursuant to this Agreement.

II. Service Fee Complaint Procedure

- A. This Complaint Procedure shall be utilized solely to resolve disputes arising out of the deduction of Service fee by the CITY pursuant to a negotiated agreement.
 1. Issues subject to this complaint shall be limited to the following:
 - a. That a portion of the Service Fee deduction is being utilized for non-representation activities.
 - b. That the non-member is a member of a bona-fide religion, body or sect which has historically held a conscientious objections to joining or financially supporting public employee organizations.

In the event that it is determined pursuant to this procedure that such non-member is a member of a religion or body pursuant to this Section, he or she may designate a charitable fund exempt from

taxation under Section 501, Paragraph C, Subsection 3 of the Internal Revenue Code chosen from the following:

Muscular Dystrophy
United Way
American Cancer Society
American Red Cross

City agrees to Cause Auditor to deduct and to remit fees so designated in behalf of one of the above charitable organizations to said organization.

- B. Any non-member employee who objects to the deduction of the Service Fee by the CITY shall file a complaint with the Union. The complaint shall be in writing and shall specify the reason(s) for the objection to the deduction. The complaint need not be formal, but shall clearly state the basis for the objection.
1. Any employee who objects to the deduction of the Service Fee shall forward his or her written complaint to the UNION within forty-five (45) calendar days after the fee is initially deducted.
 2. Upon receipt of the written complaint, UNION shall place the entire Service Fee Deduction into escrow pending resolution of the dispute, and shall request a list of arbitrators from the State conciliation Service or the American Arbitration Union.
- C. Informal Mediation: Notwithstanding Step B, Subsection 2, above, either the UNION or the complainant may request the services of a State Conciliation mediator in a preliminary effort to resolve the dispute prior to arbitration. Following such non-binding informal advisory mediation, if either complainant or UNION is dissatisfied, either party may request arbitration.
- D. Selection of Arbitrator: The arbitrator shall be selected by mutual agreement between the SEIU Local 221221 and the grievant or his/her representative. If the UNION and the grievant or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of (5) qualified arbitrators. The UNION and the grievant or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.
1. Date for Complaint Hearing - - The UNION shall contact the selected Arbitrator within ten (10) calendar days from the date of the completion of the Mediation process, or in the event that Mediation is not utilized, within (10) working days of receipt of the complaint. Upon confirmation by the Arbitrator, the UNION will forthwith contact the complainant by certified mail indicating the date, time and place of the complaint hearing.
- E. Payments of Costs: In the event that the UNION prevails in said arbitration, the cost of arbitration shall be shared equally between the UNION and complainant. Should complainant prevail, UNION shall pay the entire cost of the arbitration.
- F. Effect of Arbitrator's Decision: The decision of the arbitrator shall be final and binding. Upon receipt of arbitrator's decision, fees being held in escrow shall be disbursed by the UNION in accordance with said decision. In the event that the UNION prevails, the CITY shall continue to deduct the service fees and to remit them to the UNION as determined by the arbitration.

Article 28.0 Labor Management Committee

The CITY and the UNION agree to establish a Labor Management Committee. The purpose of the Committee is to discuss issues relating to this agreement, and other issues of quality of work life. The Committee shall have no authority to change, modify, alter, or amend this agreement. It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations.

The Committee shall be composed of the President of the UNION or his/her designee and two (2) other Employee representatives and one (1) staff representative from the UNION. In addition, the CITY shall appoint the Human Resources Manager or his /her designee and two (2) other management employees.

Meetings shall be held quarterly and additionally when mutually agreed upon and at times that are mutually acceptable to both parties. The party desiring to meet shall request the meeting at least fifteen (15) days prior and shall submit an agenda of items to be discussed. Release time will be provided to UNION representatives for the purpose of serving on the Committee.

It is the intention of the UNION to meet with CITY in the context of Labor Management Committee as soon as possible after the adoption of a new M.O.U., to discuss workload and staffing issues throughout the City.

Article 29.0 Term

The term of this Memorandum shall be for a two (2) year period commencing July 1, 2011, and ending June 30, 2013. All provisions of this MOU shall apply retroactively to July 1, 2011, except where specifically stated herein.

Article 30.0 Catastrophic Leave

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 40 hours of leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

Article 31.0 Actuarial

CITY agrees to provide to the UNION the actuarial from CalPERS requested via letter dated April 28, 2011, for the 3% @ 50 enhanced retirement benefit for Lifeguards.

Article 32.0 Payroll Policies

The CITY will strive to notify employees in advance of any change in deductions from their paychecks and make any corrections within the next pay period.

The CITY will implement a policy regarding final paycheck deductions and notify employees of these procedures.

Article 33.0 Other Miscellaneous Provisions

The City will add to Article IV Section 6.0 (Appointments) of the Personnel Rules as follows:

Permanent Part-time: Permanent Part-time employees must work at least 30 hours per week on a continuous basis in order to be eligible for prorated benefits.

The City will modify the first paragraph of Article VI Section Section 5.0 (Salary Adjustments) of the Personnel Rules to read:

Every employee who holds a permanent appointment to a full-time position, upon a written recommendation of the department head and approval of the City Manager, and who receives a competent or better evaluation, shall advance to the next step within the salary range for the class. The advancement will become effective on the first day of the succeeding pay period after completing 2,080 hours at the previous step with the exception of Step A. An employee in a temporary part-time position would be eligible for a step increase effective on the first day of the succeeding pay period after their hire date anniversary if they have complete 780 hours in the previous 12 months (for part-time temporary Lifeguards the anniversary date will be September 1 of each year). Part-time temporary employees will automatically be eligible for a step increase on their anniversary date every 24 months, if they have not otherwise been eligible due to the annual 780-hour requirement.

The City will clarify Article VII Section 4.0 (Vacation Leave) of the Personnel Rules to read:

- (b) Vacation Accrual: Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work days in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in a pay status unless a Memorandum of Understanding applicable to them provides otherwise:
- (1) For employees completing five (5) years or less of continuous service (i.e. First day through 5th anniversary), one (1) working day for each month of service completed, for a maximum of twelve (12) days per year.
 - (2) For employees with greater than five (5) years of continuous service up to the completion of ten (10) years of continuing service (i.e. 5 years + 1 day through 10th anniversary), one and one-fourth (1 ¼) working days for each month of service completed, for a maximum of 15 days per year.
 - (3) For employees with greater than ten (10) years of continuous service up to the completion of fifteen (15) years of continuing service (i.e. 10 years + 1 day through 15th anniversary), one and one and two-thirds (1 2/3) working days for each month of service completed, for a maximum of 20 days per year.
 - (4) For employees with greater than fifteen years of continuous service or more (i.e. 15 years + 1 day and above), two and one-twelve (2.0833) working days for each month of service completed, for a maximum of 25 days per year.

The City will update Article VII Section 3.0 (Holidays With Pay) of the Personnel Rules to read:

Section 3 – Holidays With Pay: An eligible employee shall be entitled to the holidays set forth in the current Memorandum of Understanding.

Employees may request time off to attend religious services or other religious activities on recognized religious holidays during the year. Such time off shall be charged to the employee's accumulated vacation leave, holiday bank, or compensatory time off. If the employee has no accumulated vacation leave, holiday bank, or compensatory time off, such time off shall be without pay.

The method for compensating employees who are required to work on a holiday or whose normal day off falls on a holiday shall be given holiday bank hours to use at a time convenient to the department head and the employee. An employee may accrue a maximum of 80 hours of holiday bank time. Any holiday bank hours beyond 80 hours shall be paid in the pay period incurred.

When an employee is absent on vacation leave, holiday bank leave, sick leave or compensatory time off, a holiday immediately preceding, following, or wholly within such leave period shall be recorded as a holiday and not as a day of leave.

If a holiday falls on Saturday, the preceding Friday will be observed as a holiday. If the holiday falls on Sunday, the following Monday will be observed as a holiday.

Classification Recognition: The positions of Building Official and Management Analyst will be considered part of mid-management (a non-represented group) and not be represented by UNION as part of the City of Imperial Beach miscellaneous employee group.

Article 34.0 Strikes and other Concerted Activities

During the term of this MOU, it is agreed that there will be no strikes, including sympathy strikes, slowdowns, concerted stoppage of work, or sickouts.

IN WITNESS WHEREOF, the parties hereto have executed this M.O.U. on the ___th day of September 2011.

CITY OF IMPERIAL BEACH



Gary R. Brown
City Manager



Tom Clark
Public Safety Director/Fire Chief



Linda Leichtle
Human Resources Manager



Jessica Falk Michelli
Lead Negotiator/Deputy City Attorney

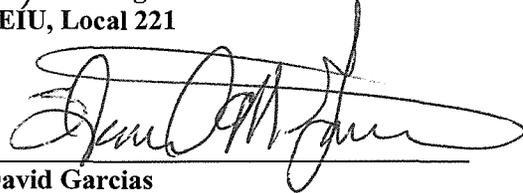
SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 221



Executive Director
SEIU, Local 221



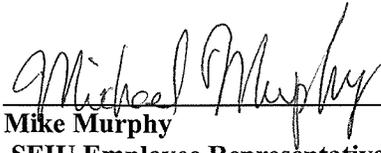
Mike S. O'Connor
Worksite Organizer
SEIU, Local 221



David Garcias
SEIU President



Jack Cellano
SEIU Employee Representative



Mike Murphy
SEIU Employee Representative



Art Ayala
SEIU Employee Representative

Exhibit "A"

ARTICLE X – GRIEVANCE PROCEDURE

Section 1 - Purpose of Grievance Procedure

The purpose and objective of this grievance procedure is to provide a just and equitable method for the resolving of grievances as quickly as possible without discrimination, coercion, restraint, or reprisal against any employee or management representative who may be involved in a grievance or its resolution:

Section 2 – Definitions

For the purpose of this grievance procedure, the following definitions apply:

- (a) Employee Representative: An individual who appears on behalf of the employee.
- (b) Grievance: A written complaint of an employee or a group of employees claiming violation of the application or interpretation of the specific express terms of the Personnel Rules or other written rules or regulations for which no other specific method of review is provided in City rules.
- (c) Grievant: An employee or group of employees in the competitive service adversely affected by an act or omission of the City.

Section 3 – Grievance Procedure Exclusions

A grievance is not reviewable under this procedure if it requires modification of a policy established by law or is a matter which is reviewable under some other administrative procedure or Personnel Rule. The following are not grievable:

- (a) Applications for changes in title, job classification, or salary.
- (b) Appeals from formal disciplinary proceedings.
- (c) Appeals arising out of merit system examinations or appointment.
- (d) Appeals from work performance evaluations.
- (e) Complaints arising from the City's health insurance plan.

Section 4 - Specifics of the Grievance:

1. Procedure for Presentation:

In presenting a grievance, the employee shall set forth the following information:

- (a) The specific section of the rules allegedly violated.
- (b) The specific act or omission which gave rise to the alleged violation.
- (a) The date or dates on which the violation occurred.
- (b) The documents, witnesses, or other evidence that supports your position.
- (c) The remedy requested.

2. Prescribed Form:

The written grievance shall be submitted on a form provided by the City.

3. Employee Representative

The employee may choose a representative at any step in the procedure. No person hearing a grievance need recognize more than two representatives for any employee at any one time, unless desired.

4. Handled During Working Hours:

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved. A grievance shall be presented and processed on City time. This requirement may be waived by mutual agreement. In scheduling the time, place, and duration of any grievance meeting, the employee, the employee's representative, and management shall give due consideration of all the participants' responsibilities in the essential operations of the department.

5. Extension or Waiver of Time:

Any higher level of review or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing.

6. Consolidation of Grievances:

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance.

Section 5 - Grievance Procedure Steps

The following procedure shall be followed by an employee submitting a grievance:

- (a) Grievance to Supervisor: Whenever an employee believes a grievance exists, the employee must discuss the matter informally with the supervisor within twenty (20) working days of the incident on which the grievance is based, occurred, or within twenty (20) working days of the date the employee knows or is shown to have known of the incident. If, after this discussion, the grieving party does not believe the problem has been satisfactorily resolved, within ten (10) working days of the initial meeting, a written grievance may be filed.

- (b) Grievance to Department Head: If the employee and the supervisor cannot reach an agreement as to the grievance or the employee has not received a written decision within five (5) working days, the employee may, within five (5) working days, present the grievance in writing to the department head. The department head shall review the grievance and give a written decision to the employee within five (5) working days after receiving the grievance.
- (c) Grievance to City Manager: If the employee and the department head cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within ten (10) working days, present his grievance in writing to the City Manager. The City Manager shall review the grievance and give a written decision to the employee within ten (10) working days after receiving the grievance.
- (d) Appeal to Personnel Board: If the employee and the City Manager cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within *ten (10)* working days, appeal to the Personnel Board. The rules for the hearing are set forth in Article IX, Section 7, except that the grievant shall have the burden of proof and the order of presentation shall be the reverse, that is the grievant shall present a case first, followed by the City.

Exhibit "B"

ARTICLE IX -DISCIPLINARY PROCEDURE

Section 1 Kinds of Disciplinary Actions

The desirable first step in modifying or changing undesirable employee work performance, action or behavior whenever possible, is to counsel orally an employee on the areas that need to be improved, changed, or stopped and to provide clear guidance on what the work-related expectations are. However, when this is not successful in changing the undesirable performance, act, or behavior, or the undesirable performance, act, or behavior is of such a nature that it warrants a higher level of intervention action, a permanent employee of the City in the Competitive Service may be disciplined or removed from employment for cause by the appointing authority.

Kinds of disciplinary action may include the following:

- (a) Discharge or dismissal;
- (b) Demotion;
- (c) Suspension without pay;
- (d) Reduction in pay, either one or more steps within the salary range permanently or for a fixed period of time;
- (e) Written reprimand;

Section 2 Cause for Disciplinary Action

Any of the following shall be deemed sufficient cause for disciplinary action against any employee with permanent status in the Competitive Service. Charges may be based on causes other than those enumerated, if the action is deemed, by the City Manager or designee, to have a potential detrimental affect to work-related conditions, work-related environment, work-related performance, and/or to the City and its citizens:

- (a) Violations of these rules;
- (b) Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training or failure to discharge duties in a prompt, competent, and responsible manner;

- (c) Willful disobedience or insubordination; or violation of any lawful or official regulation or order; or failure to obey any lawful and reasonable direction given by a superior officer;
- (d) Refusal, neglect, or failure to perform;
- (e) Excessive use or misuse of sick leave;
- (f) Any form of dishonesty, including but not limited to lying, fraud, cheating, deceit, or trickery;
- (g) Intoxication while on duty;
- (h) Fighting or disorderly conduct;
- (i) Discourteous or offensive treatment to the public or other employees;
- (j) Absence without leave, or failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked by the appointing authority;
- (k) Conviction of a felony or misdemeanor which is job-related. Conviction includes a plea of guilty or no contest;
- (l) Abuse, gross negligence, or willful misconduct in the care or operation of City tools or equipment; causing damage to public property or waste of public supplies;
- (m) Soliciting or accepting for personal use a fee, gift, or other item of value in the course of or in connection with work when such fee, gift, or other item of value so solicited or given by any person in the hope or expectation of receiving an advantage, a favor, or better treatment than that accorded other persons;
- (n) Failure to obey an order from the department head or the City Manager to terminate or desist from outside employment or enterprise that has been determined to be incompatible with City employment or detrimental to the efficiency of regular City work;

- (o) Fraud in securing initial employment or subsequent appointment to higher position in City service;
- (p) Violation of safety procedures;
- (q) Immoral conduct while on duty or other failure of good behavior either during or outside of duty hours which does or could discredit the City;
- (r) Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment;
- (s) The use, sale, or possession of illegal narcotics, not prescribed by a physician while on duty;
- (t) Working overtime without authorization.

Section 3 Written Reprimand

Written Reprimand of substandard performance or misconduct may be given to an employee at any time an employee's performance or actions warrants it. The employee may submit a written response to the reprimand within ten (10) days of its receipt. A written reprimand and response, if any, will be placed in the employee's Personnel file. The employee has no right to appeal a reprimand.

Section 4 Notice of Intent

Whenever the department head intends to suspend an employee, demote an employee, reduce an employee in pay, or discharge the employee, the department head shall give the employee a written notice of discipline which sets forth the following:

- (a) The intended disciplinary action;
- (b) The specific charges upon which the action is based;
- (c) A factual summary of the grounds upon which the charges are based;
- (d) A copy of all written materials, reports, or documents upon which the discipline is based;
- (e) Notice of the employee's right to respond to the charges, either orally or in writing, to the City Manager or other impartial designee;

- (f) The date, time and person before whom the employee may respond in no more than ten (10) business days;
- (g) Notice that failure to respond by the specified time shall constitute a waiver of the right to respond prior to final discipline being imposed.

Section 5 Response by Employee

The employee shall have the right to respond to the City Manager, or impartial designee, orally or in writing. The employee shall have a right to be represented at any meeting set to hear the employee's response. In cases of suspensions, demotions, reductions in pay, or discharge, the employee's response will be considered before final action is taken.

Section 6 Final Notice

After the response or the expiration of the employee's time to respond to the notice of intent, the City Manager, or impartial designee, shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; or (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- (a) The disciplinary action taken;
- (b) The effective date of the disciplinary action taken;
- (c) Specific charges upon which the action based;
- (d) A factual summary of the based; upon which the charges disciplinary documents upon which written materials, reports, based; action the Personnel appeal employee's right

Section 7 Appeal Hearing

The appeal procedure shall apply only to cases of disciplinary suspensions, reductions in pay, demotion, and discharges affecting permanent employees within the competitive service.

1. Request for Hearing

Within seven (7) working days after final notice of suspension, reduction in pay, demotion, or dismissal, the employee or the employee's representative may file an appeal in writing to the City Manager. If, within the seven (7) working day appeal period, the employee does not file said appeal, unless goof cause for the failure is

shown, the action of the City shall be considered conclusive and shall take effect as prescribed. The appeal shall include the following:

- (a) An admission or denial of each charge, with an explanation why the charge admitted or denied.
- (b) A statement that the employee disagrees with the penalty, with an explanation of the employee's position.
- (c) The employee's current address.
- (d) A request for a hearing.

Failure to provide this information may result in the appeal not being processed.

2. Scheduling of Hearing

Upon receipt of the request for an appeal, the City Manager shall schedule a hearing before the Personnel Board. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

3. Private or Public Hearings

All hearings shall be private provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date, or the hearing will be closed.

4. Pre-Hearing Procedure

a. Subpoenas

The Personnel Board is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Board only for good cause. The Personnel Department will prepare subpoenas for all witnesses; however, they will only serve subpoenas for current city employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the city to submit the names of current city employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.

b. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Personnel Department a list of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Personnel Board in 3-hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by letters. Neither party will be permitted to call during the hearing a witness not identified pursuant to this section nor to use any exhibit not provided pursuant to this section unless that party can show the prior need for such witness or such exhibit could not reasonably have been anticipated.

5. Submission to the Personnel Board

Five (5) working days prior to the date of the hearing, the Personnel Department shall present each member of the Personnel Board with a copy of the jurisdictional documents. Those documents include the notice of intent to take disciplinary action, the final notice of disciplinary action, and any response from the employee to these documents. The Board shall be provided with copies of the exhibits at the hearing.

6. Record of Proceedings and Costs

a. Court Reporter

All disciplinary appeal hearings may, at the discretion of the Board, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audiotapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court report, the cost will be split equally. If the Board requests the court reporter, the City shall pay the cost of the reporter.

b. Employee Witness Compensation

Employees of the City who are subpoenaed to testify during working hours will be released and compensated while appearing at the hearing. The Board may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they are required to be on call, if required, and actually testify, unless the City agrees to a different arrangement.

7. Conduct of the Hearing

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- c. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- d. Irrelevant and unduly repetitious evidence may be excluded.
- e. The Personnel Board shall determine the relevancy, weight, and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
- f. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

8. Burden of Proof

In a disciplinary appeal, the employer has the burden of proof by preponderance of the evidence.

9. Proceed with Hearing or Request for Continuance

Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. The Board will determine whether good cause exists and will grant or deny the request accordingly.

10. Testimony under Oath

All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will ask witnesses to raise their right hands and respond to the following:

"Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?"

11. Presentation of the Case

The hearing shall proceed in the following order, unless the Personnel Board directs otherwise:

- a. The City shall be permitted to make an opening statement.
- b. The employee or representative shall be permitted to make an opening statement, or reserve an opening statement, until presentation of the case.
- c. The City shall produce its evidence.
- d. The employee may then offer evidence.
- e. The City followed by the appealing party (employee) may offer rebutting evidence.
- f. Closing arguments shall be permitted. The party with the burden of proof shall have the right to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written briefs. After such a request for submittal of written briefs, the Board will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

12. Procedure for the Parties

The department and the employee will address their remarks, including objections, to the Chair of the Board. Objections may be ruled upon summarily, or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the parties shall continue with the presentation of their cases.

13. Right to Control Proceedings

While the parties are generally free to present their cases in the order that they prefer, the Chair reserves the right to control the proceedings, including but not limited to altering the order of witnesses, limiting redundant or irrelevant testimony, or directly questioning witnesses.

14. Hearing Demeanor and Behavior

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board.

15. Deliberation Upon the Case

The Board may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching its decision. The Board may deliberate at the close of the hearing or at a later, fixed date and time.

16. Written Findings and Decision

The Personnel Board shall render its findings and decision as soon after the conclusion of the hearing as possible, but not later than ten (10) working days after concluding the hearing, unless otherwise stipulated to by the parties. A finding must be made by the Board on each material issue.

The Personnel Board may sustain or reject any or all of the charges filed against the employee. The Board may sustain, reject, or modify the disciplinary action invoked against the employee. If the Board reinstates the terminated employee, the employee is only entitled to back pay minus the sum the employee has earned during the period of absence. If a discharge is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

The City Council sits as the Personnel Board.

17. Judicial Review

Judicial review of any final decision by the City Council may be had under Section 1.18.010 of the Imperial Beach Municipal Code.

Section 8 - Failure of Employee to Appear at Hearing

Failure of the employee to appear at the hearing, without just cause, shall be deemed a withdrawal of the appeal and the action of the City Manager shall be final.

Section 9 - Releasing of Information

No information will be released relative to disciplinary action against municipal employees without prior approval of the City Manager.

Exhibit "C"

City of Imperial Beach - Personnel Rules (New version to be updated in Personnel Rules per MOU)

Article VII – Leaves of Absence Section 4 - Vacation Leave

The purpose of annual vacation leave is to enable each eligible employee to return to work mentally refreshed

- (a) Waiting Period: All employees in the Competitive Service shall be entitled to use annual vacation leave with pay following the successful completion of his/her probationary period. However, an employee who is still in their probationary status may, after at least six months of service and with at least a satisfactory job performance rating, request vacation leave or compensatory leave if the employee has accrued compensatory leave, with the approval of the department head or designee. Additionally, a new employee who has not successfully completed his/her probationary period will be allowed to take, with the approval of the department head or designee, any Floating Holiday time off that they have accrued during their probationary period.

- (b) Vacation Accrual: Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work days in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in a pay status unless a Memorandum of Understanding applicable to them provides otherwise:
 - (1) For employees completing five (5) years or less of continuous service (i.e. First day through 5th anniversary), one (1) working day for each month of service completed, for a maximum of twelve (12) days per year.

 - (2) For employees with greater than five (5) years of continuous service up to the completion of ten (10) years of continuing service (i.e. 5 years + 1 day through 10th anniversary), one and one-fourth (1 ¼) working days for each month of service completed, for a maximum of 15 days per year.

 - (3) For employees with greater than ten (10) years of continuous service up to the completion of fifteen (15) years of continuing service (i.e. 10 years + 1 day through 15th anniversary), one and one and two-thirds (1 2/3) working days for each month of service completed, for a maximum of 20 days per year.

- (4) For employees with greater than fifteen years of continuous service or more (i.e. 15 years + 1 day and above), two and one-twelve (2.0833) working days for each month of service completed, for a maximum of 25 days per year.
- (c) When to be Taken. Vacation schedules shall be set by the department head or designee with regard to the needs of the service and, as far as possible, with the wishes of the employee. Vacation shall not be deemed authorized until the employee's eligibility is verified by the City Manager or designee. If the employee cannot take part or all of his/her annual vacation in a calendar year, vacation shall be taken during the following calendar year.
- (d) How it May Be Taken: An eligible employee may take earned vacation leave in any increment of one (1) hour or more with the consent of the department head and the approval of the City Manager or designee.
- (e) Vacation Accumulation: As of January 1st of each year, the maximum vacation balance of an employee shall be no more than twice his/her annual vacation accrual. If an employee has accumulated two years worth of vacation leave during the calendar year, the maximum amount of leave can be no more than two years worth on January 1st, or the employee will cease to accrue any additional vacation leave until the amount of vacation leave is brought to the (two) 2 year maximum of vacation leave. Exception: If an employee was administratively precluded from taking excess vacation by management cancellation of an approved scheduled vacation or the employee was administratively precluded from taking excess vacation by denial of a primary and at least two (2) alternate requests for vacation leave requested by the employee at least ninety (90) days prior to January 1, there will be a grace period provided to the employee as follows: The employee shall continue to accrue their vacation leave and will not lose any excess vacation accrual and will be allowed to use the excess leave during the next three (3) month period, January 1 – March 31. If for any reason, management does not allow the employee to use their excess vacation accrual during this three (3) month period of time, the employee will be granted additional three (3) month period(s) of time, until at which time, the employee is allowed to utilize his/her excess vacation leave accrual.
- (f) Vacation Pay at Termination: Upon separation from services for any cause, an eligible employee who has completed at least one (1) year of active service shall be entitled to pay for the number of accumulated vacation days. A lump sum payment will be made as part of final paycheck. Vacation pay shall be at the employee's current rate of pay.

- (g) Part-Time Employees: Temporary part-time employees shall not be eligible for vacation leave. Permanent part-time employees working more than twenty (20) hours a week are entitled to prorated vacation.
- (h) Military Leave: An employee who interrupts City employment because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective, if requested by the employee. This is governed by all applicable state and federal laws.
- (i) Double Compensation Prohibited: Employees shall not work for the City during their vacations.



CITY OF IMPERIAL BEACH

MISCELLANEOUS UNIT

Flexible Benefit Plan 1/1/2012 to 12/31/2012 Election Form

Employee _____ Social Security Number _____

Address _____

The City of Imperial Beach Flexible Benefit Plan will provide a credit in the amount of \$9,900 per plan year that can be used for the purchase of qualified benefits or received as a taxable cash benefit under certain circumstances. The credit is available to plan participants in equal amounts on a monthly basis. Employees can make an elective contribution if the Flexible Benefit Plan Election total exceeds the Flexible Benefit Plan Credit. Employees and Dependents do not have to be enrolled for medical, dental or vision coverage to participate in the Health Care Spending Account. Dependents do not have to be enrolled in medical coverage to participate in the dental or vision plans.

	Total Monthly
Medical () _____ <i>Code Plan Name</i>	
Dental () _____ <i>Code Plan Name</i>	<small>Single employee coverage is required if medical insurance is elected.</small>
Vision () _____ <i>Code Plan Name</i>	Vision Plan of America
Dependent Care Spending Account <i>Maximum election is \$5,000 per calendar year, or \$416.67 monthly</i>	
Health Care Spending Account <i>Maximum election is \$1,040 for the plan year, or \$86.67 monthly</i>	
Total Flexible Benefit Plan Election	
Taxable Flexible Benefit Plan Credit (Maximum In-Lieu)	<\$400.00>
Flexible Benefit Plan Credit	<\$875.00>
PRE-TAX CONTRIBUTION (Election is more than Credit)	
TAXABLE CASH BENEFIT (Credit is more than Election)	

Authorization Required (See Reverse Side)

ELECTION AUTHORIZATION

I understand that my election as a participant in the City of Imperial Beach Flexible Benefit Plan cannot be changed during the plan year unless I have a change in the status of my family. These are defined under IRS regulations and the City of Imperial Beach Flexible Benefit Plan as circumstances such as, but not limited to, death, divorce, birth of a child, marriage, or change in spouse's employment. I also understand that any contribution I am required to make for coverages that I have elected will be taken from my earnings prior to the deduction of qualified payroll taxes.

Additionally, I understand that if I change my election or cease to be a participant in the City of Imperial Beach Flexible Benefit Plan, and have received reimbursements from the Health Care Reimbursement Account that exceed my year-to-date deposit (leaving my account in a deficit position), I will be asked to reimburse the City of Imperial Beach Flexible Benefit Plan for the amount of the deficit.

Employee Signature

Date

WAIVER OF COVERAGE

I hereby certify that I have been given the opportunity to elect group insurance benefits that are available to me through the City of Imperial Beach Flexible Benefit Plan. After careful consideration, I have decided ***not*** to enroll in the following coverage(s) through the Flexible Benefit Plan. I understand that I am required to show proof of other coverage if I am waiving medical insurance for myself.

<input type="checkbox"/> Employee Medical <input type="checkbox"/> Employee and Dependent Medical	<input type="checkbox"/> Spouse Medical <input type="checkbox"/> Child(ren) Medical <input type="checkbox"/> Family Medical
<input type="checkbox"/> Employee Dental <input type="checkbox"/> Employee and Dependent Dental	<input type="checkbox"/> Spouse Dental <input type="checkbox"/> Child(ren) Dental <input type="checkbox"/> Family Dental
<input type="checkbox"/> Employee Vision <input type="checkbox"/> Employee and Dependent Vision	<input type="checkbox"/> Spouse Vision <input type="checkbox"/> Child(ren) Vision <input type="checkbox"/> Family Vision
<input type="checkbox"/> Health Care Reimbursement Account	<input type="checkbox"/> Dependent Care Reimbursement Account

It is my understanding that in the event that I desire such coverage(s) hereafter, I may not be able to enroll until the next plan year.

Participant Signature

Date

CITY OF IMPERIAL BEACH

MEDICAL PLANS	MONTHLY RATES JANUARY 1, 2012
BLUE SHIELD	
3041 Single Employee	583.60
3042 Employee with One Dependent	1,167.20
3043 Employee with Multiple Dependents	1,517.36
BLUE SHIELD NET VALUE	
0641 Single Employee	501.93
0642 Employee with One Dependent	1,003.86
0643 Employee with Multiple Dependents	1,305.02
KAISER	
3081 Single Employee	512.76
3082 Employee with One Dependent	1,025.52
3083 Employee with Multiple Dependents	1,333.18
PERS SELECT	
0821 Single Employee	446.68
0822 Employee with One Dependent	893.36
0823 Employee with Multiple Dependents	1,161.37
PERS CHOICE	
3231 Single Employee	526.19
3232 Employee with One Dependent	1,052.38
3233 Employee with Multiple Dependents	1,368.09
PERS CARE	
3281 Single Employee	943.26
3282 Employee with One Dependent	1,886.52
3283 Employee with Multiple Dependents	2,452.48

DENTAL PLAN <i>(Single Employee coverage is required if Medical insurance is elected)</i>	MONTHLY RATES JANUARY 1, 2012
DENTAL HMO PLAN	
11 Single Employee	20.26
12 Employee with One Dependent	36.53
13 Employee with Multiple Dependents	52.89
TRADITIONAL PPO PLAN	
21 Single Employee	37.61
22 Employee with One Dependent	68.14
23 Employee with Multiple Dependents	107.99

VISION PLANS	MONTHLY RATES JANUARY 1, 2012
VISION PLAN OF AMERICA	
31 Single Employee	9.73
32 Employee with One Dependent	18.84
33 Employee with Multiple Dependents	25.13

EXHIBIT "G"
City Manager Memorandum Stand-By Pay Authorization

**City of Imperial Beach
City Manager**

Memo

To: Department Directors and Supervisors
From: Marcia Raskin, Interim Assistant City Manager
Date: 8/10/2009
Re: STAND-BY PAY PROCEDURES AND AUTHORIZATION

On, July 1, 2001, the City Manager authorized changes to stand-by procedures and gave authorization to designated represented classifications assigned to the Miscellaneous Classified Service employee labor group.

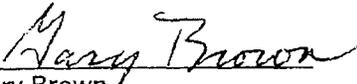
Procedure and Compensation:

Pursuant to Article 9.0 of the SEIU MOU, stand-by pay authorization for designated employees shall be subject to Department Director recommendation and City Manager approval. An employee may be required to be on "stand-by" subject to emergency call-back overtime after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by shall have a communication device (i.e. cell phone, pager, radio, etc.) issued by the authorized Department for the designated stand-by period. Employees authorized for stand-by pay shall be compensated at the following rates:

- a. For a normal workday stand-by shift, pay shall be two (2) hours per day.
- b. For a normal weekend stand-by shift (Saturday and Sunday), pay shall be three (3) hours per day.
- c. For a holiday stand-by shift observed in accordance with an SEIU M.O.U. pay shall be four (4) hours per day.

Should you have any questions regarding this procedure, please contact Linda Leichtle at 423-8617.

City Manager Authorization:



Gary Brown
City Manager

Date: 8/10/09

cc: Finance Director
SEIU MOU Exhibit G

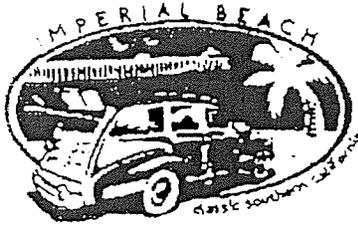


EXHIBIT H

SIDE LETTER TO
MEMORANDUM OF UNDERSTANDING
BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 2028, AFL-CIO AND THE CITY OF IMPERIAL BEACH

ARTICLE 9.0 Hours of Work
Subpart 2.0

ALTERNATIVE 9/80 WORK SCHEDULE

Effective March 8, 2001, subject to vote of Union membership and adoption of Reso. No. 2001-5384 by the City Council on February 7, 2001, the CITY shall execute an administrative policy for implementation of an alternative 9/80 work schedule for affected Miscellaneous Classified Service employees in designated City operations and facilities. Although the administrative policy is as specific as possible, the City and SEIU, Local 2028, AFL-CIO understand that there are aspects of such a work schedule that cannot be fully anticipated, and that the parties may need to meet and discuss specifics as they arise. Ongoing implementation of program is also subject to an effective public education campaign and an annual review of program for continued consideration subject to operational and financial impacts.

Payroll implementation of the alternative 9/80 work schedule may cause a one-time impact to work schedules and a change to employee pay dates for City employees in the Miscellaneous Classified Service to ensure timely payroll processing and compliance with the FLSA 40-hour workweek. Affected City employees will be eligible to choose appropriate level of compensation of one (1) nine-hour floating holiday, or nine (9) hours of compensation or comp time to be used prior to June 30, 2001.

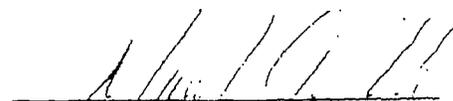
Certification:



Barry Johnson, City Manager

DATE

3/7/01



Mary Grillo, Executive Director
SEIU, Local 2028, AFL-CIO

DATE

3/7/01

RESOLUTION NO. 2001-5384

A RESOLUTION OF THE CITY COUNCIL/REDEVELOPMENT AGENCY BOARD OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING AN ALTERNATIVE 9/80 WORK SCHEDULE - CITYWIDE ENERGY AND COST REDUCTION MEASURE

WHEREAS, California faces unprecedented energy challenges and severe electricity shortages; and

WHEREAS, the City of Imperial Beach has already implemented energy curtailment strategies endorsed by the League of California Cities, as appropriate, and will continue to formalize further protocols and energy reduction programs to meet the Governor's 7% energy conservation goal; and

WHEREAS, the employee labor association representing the Miscellaneous Classified Service has previously desired and communicated with City staff the implementation of an alternative 9/80 work schedule in previous labor negotiations; and

WHEREAS, the City further acknowledges the benefits of an alternative 9/80 work schedule as an energy and cost reduction measure to curtail energy consumption, reduce City's general fund expenditures, and stabilize future expenditures to meet limited projected revenues; and

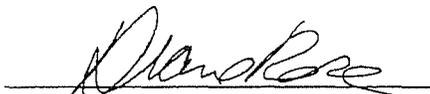
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Imperial Beach, Hereby authorizes the City Manager to implement the feasibility of an alternative 9/80 work schedule in applicable City Departments as a City-wide energy and cost reduction measure in all City facilities; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to seek approval by the Miscellaneous Classified Service Employee Association (I.e. SEIU, Local 2028, AFL-CIO); and

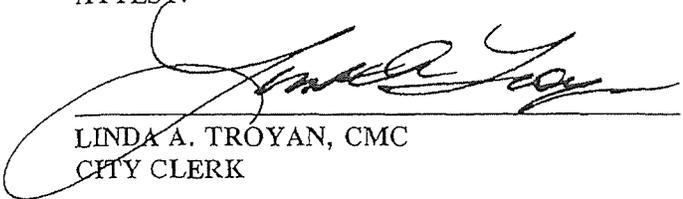
BE IT FURTHER RESOLVED, that the City Manager is authorized to execute an administrative policy for implementation in the next 30-45 days, with a public education campaign on extended City service hours.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 7th day of February 2001, by the following roll call vote:

AYES: ROSE, BENDA, WINTER, ROGERS, McCOY
NOES: NONE
ABSENT: NONE


DIANE ROSE, MAYOR

ATTEST:


LINDA A. TROYAN, CMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *MB*

MEETING DATE: NOVEMBER 21, 2012

ORIGINATING DEPT.: PUBLIC WORKS *Hof*

SUBJECT: AUTHORIZING THE CITY MANAGER TO SIGN A COMMITMENT LETTER TO THE 2012 RECOVERY STRATEGY FOR THE TIJUANA RIVER VALLEY; RESOLUTION NO. 2012-7268

BACKGROUND:

Since 2008, the City of Imperial Beach, along with more than 30 participating federal, state, and local agencies have been involved in the San Diego Regional Water Quality Control Board's (Regional Board) effort to develop a plan to control the trash and sediment in the Tijuana River Valley. This collaboration, known as the Tijuana River Valley Recovery Team (Recovery Team) ultimately resulted in the development of the 2012 Tijuana River Valley Recovery Strategy (Recovery Strategy). The land managers and operating agencies within the Tijuana River Valley are being encouraged by the San Diego Regional Board to sign onto a commitment letter to recognize and voluntarily participate in the implementation of the Recovery Strategy for a period of two years. The commitment letter in Attachment 2 provides a summary on the Recovery Team and level of commitment required by participating agencies. The 2012 Recovery Strategy document is provided as Attachment 3 and discussed further below.

DISCUSSION:

The purpose of the Recovery Strategy in Attachment 3 is to concisely summarize the first phase of actions that will allow stakeholders, policy makers, and potential funding sources to have a clear understanding of both the problems and the solutions in the Tijuana River Valley and help the Recovery Team to achieve its vision of a healthy Tijuana River Watershed in a manner that is credible, durable, and acceptable to the communities on both sides of the Border.

This strategic vision of the Recovery Strategy includes seven Priority Action Areas with 27 specific projects that focus on the dilemma of trash and sediment in the River Valley, which currently degrades water quality, exacerbates flooding, affects sensitive habitat, and impacts recreation. These Priority Action Areas include:

1. Partner with Mexico to implement optimum, watershed-based solutions;
2. Understand how water, sediment and trash flow;
3. Reduce sources of sediment and trash;
4. Implement sediment and trash capture in watershed;
5. Fund and perform ongoing operations and maintenance (O&M);
6. Involve and inform community in Mexico and United States and
7. Protect and enhance natural resources

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

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

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council Adopt Resolution No. 2012-7268 authorizing the City Manager to sign a commitment letter to the 2012 Tijuana River Valley Recovery Strategy.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Resolution No. 2012-7268
2. Tijuana River Valley Recovery Team Summary
3. 2012 Recovery Strategy

RESOLUTION NO. 2012-7268

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, AUTHORIZING THE CITY MANAGER TO SIGN A COMMITMENT LETTER TO THE 2012 RECOVERY STRATEGY FOR THE TIJUANA RIVER VALLEY

WHEREAS, the pollution from trash and sediment in the Tijuana River Valley is a major concern for critical habitat in the Tijuana Estuary and presents a threat to public health and the quality of life in the region; and

WHEREAS, the City of Imperial Beach has participated in the collaborative efforts of the Tijuana River Recovery Team since 2008, along with over 30 federal, state, and local agencies to address the pollution problem from trash and sediment in the River Valley; and

WHEREAS, the Tijuana River Recovery Team recently completed the 2012 Tijuana River Recovery Strategy (Recovery Strategy); and

WHEREAS, the Recovery Strategy is a guiding document that summarize the first phase of actions that will allow stakeholders, policy makers, and potential funding sources to have a clear understanding of both the problems and the solutions in the Tijuana River Valley; and

WHEREAS, the San Diego Regional Water Quality Control Board is asking for a commitment letter from land managers and operating agencies in the Tijuana River Valley to recognize and voluntarily participate in the implementation of the Recovery Strategy for a period of two years;

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

1. The above recitals are true and correct.
2. The City Council authorizes the City Manager to sign the commitment letter for the 2012 Tijuana River Recovery Strategy.

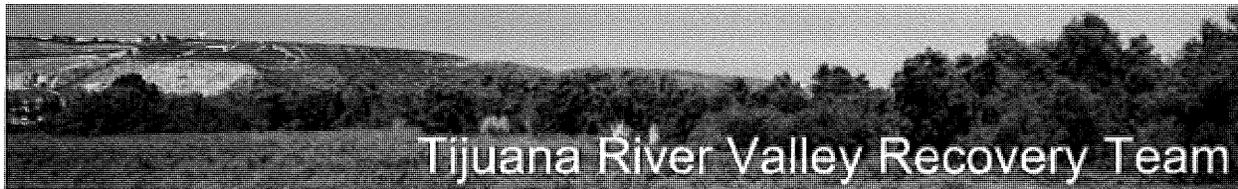
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of November, 2012, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK



Tijuana River Valley Recovery Team Commitment to the 2012 Recovery Strategy for the Tijuana River

Background

In June 2008, the San Diego Regional Water Quality Control Board (Regional Board) held a workshop to discuss the dilemma of trash and sediment in the Tijuana River Valley (the Valley). At the meeting, the Regional Board was presented a matrix that showed, given the lack of control of trash and sediment coming from Mexico, that a collaborative approach to address these two priority water quality impairments might be more productive than a regulatory and legal one. Further, the Regional Board believed that the dilemma should be addressed on the U.S. side of the border while concurrently seeking solutions with Mexican agencies. The product of these discussions was the Tijuana River Valley Recovery Team (Recovery Team), a collaboration of more than 30 participating federal, state, and local agencies and other interested organizations from both sides of the border.

Under the leadership of the Regional Board, the Recovery Team initially developed a consensus-based Vision and Mission. In 2011, a Tijuana River Valley Recovery Strategy (Recovery Strategy) was developed by the Recovery Team that outlined a collaborative process and set of priorities by which Recovery Team members might develop and implement projects where they have a mutual interest that would address the dilemma of trash and sediment in the Valley. The Recovery Strategy also provided background and a basis for the work to be done. By consensus, the signatories below have made a commitment to support the following Vision and Mission and the Recovery Strategy (Attachment A).

Recovery Team Vision

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

Recovery Team Mission

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

The vision and mission of the Recovery Strategy will require the ongoing collaboration and communication with our partners in Mexico and realizing that maintenance of a cohesive relationship between the Recovery Team and our counterparts in Mexico is integral to the successful implementation of the Recovery Strategy.

Sponsor Signatory - San Diego Regional Water Quality Control Board

For a period of two years from the effective date of this document, the Regional Board will continue to sponsor the work of the Recovery Team, which it believes is an innovative model that could demonstrate how water quality improvements and beneficial uses can be made without the contentious and costly regulatory and legal remedies typically employed. The Regional Board also agrees to hold in abeyance its legal and regulatory options relevant to addressing trash and sediment issues while the Recovery Team pursues implementation of the priority projects identified in the Recovery Strategy. This shows a reciprocal respect for progress, provided that the signatories below are making a good faith effort to work collaboratively in order to implement the priority projects. In addition, with the agreement of the signatories below, which consist of the public land managers and operating agencies within the Valley, the Regional Board will seek approximately \$2 million from the State Water Resources Control Board (State Board) to help fund the process and priority projects described in the Recovery Strategy.

Team Signatory Members – Land Managers and Operating Agencies

For a period of two years from the effective date of this document, the Recovery Team's signatory members, consisting of the Valley's land managers and operating agencies, agree to cooperate and collaborate in accordance with the Recovery Strategy, as is appropriate within the responsibilities, jurisdictions, and legal mandates of their agencies, subject to availability of funding. Further, the signatory members agree to jointly communicate common messages about project implementation and the work of the Recovery Team.

All signatories have a seat on the Recovery Team Steering Committee and agree to designate a standing member of the Recovery Team to the Steering Committee and to assign an alternate, if needed. In addition, those signatories with multiple agencies or departments within their organizations will ensure those other agencies or departments are represented fully as is appropriate and needed. This in no way limits the signatories' regulatory and legal options, but, instead, shows a willingness to make a good faith effort to implement the priority projects. The following are the signatory members:

- California Coastal Conservancy
- California State Parks
- City of Imperial Beach
- City of San Diego, Transportation and Storm Water Department
- County of San Diego
- International Boundary and Water Commission, U.S. Section
- Tijuana River National Estuarine Research Reserve
- U.S. Customs and Border Patrol
- U.S. Fish and Wildlife Service
- U.S. Navy

This agreement will become effective on the date that the last signatory agency signs the agreement. Nothing in this agreement may be construed to obligate any signatory of the "Commitment to the 2012 Recovery Strategy for the Tijuana River" to any current or future expenditure of funds.

Other Stakeholders and Recovery Team Members

The signatory members recognize and encourage the participation on the Recovery Team of additional stakeholders that consist of regulatory agencies, funding agencies, other public agencies, representatives of the environmental community, the scientific community, and other valley stakeholders, including private landowners and users. It is important to recognize the need to work collaboratively with Mexico and Mexican agencies, environmental groups, and scientific organizations are also welcomed as Recovery Team members.

Steering Committee

The Steering Committee is comprised of the signatories and designated representatives of stakeholders who are Recovery Team members. The Steering Committee is dedicated to achieving the Recovery Team's Mission and Vision and is led by two co-chairs, one is the Executive Officer of the Regional Board and the other is voted on by the Signatory Agencies. The Steering Committee provides overall guidance for the Recovery Team and develops and convenes action teams as necessary to coordinate implementation of the priority projects identified in the Recovery Strategy. The Steering Committee shall operate under a set of informal business rules, updated as necessary, to guide collective decision making in its efforts to implement the Recovery Strategy.

_____ Date: _____
 Gary Brown, City Manager
 City of Imperial Beach

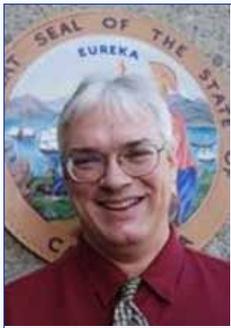


Tijuana River Valley Recovery Team

RECOVERY STRATEGY

Living with the Water





A Message from David Gibson

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

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

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

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

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

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

David Gibson
Co-Chair, Tijuana River Valley Recovery Team

The Condition of the Tijuana River Watershed

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

Valley is a Unique Resource

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

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

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



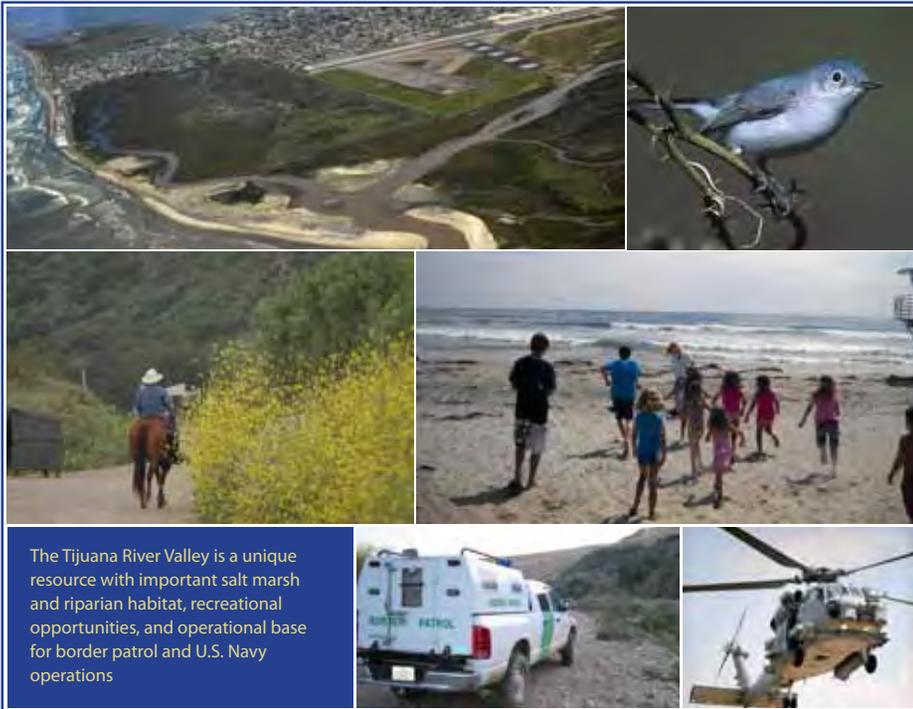
Tijuana River Watershed drains 1,700 miles to the Pacific Ocean through the Tijuana River Valley in southern San Diego County



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

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

Tijuana estuary is designated as one of only 25
“wetlands of international importance”.
- International Ramsar Convention on Wetlands 2005



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

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

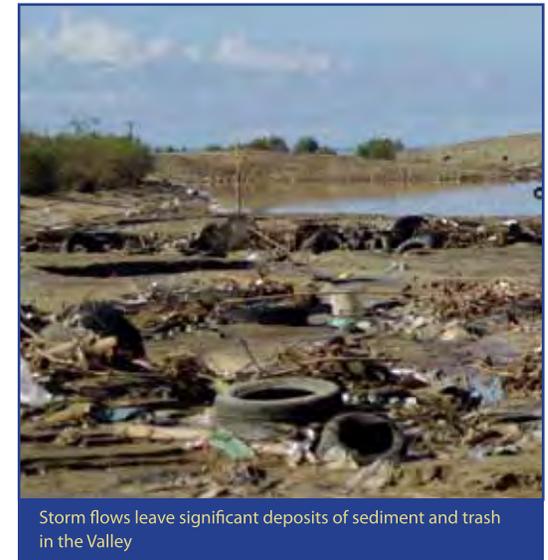
Agriculture has had a long historical presence in the Valley. Agricultural activities on private and leased lands include sustainable, organic farms that serve as a local source of fresh produce. In addition, a Community Garden operated by the County of San Diego (County) allows local residents to grow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

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

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

Trash and Sediment Threaten Valley Resources

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



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

Vision for the Valley

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

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

Key Tijuana River Valley Planning Documents:

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

Past Successes and Future Challenges

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

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

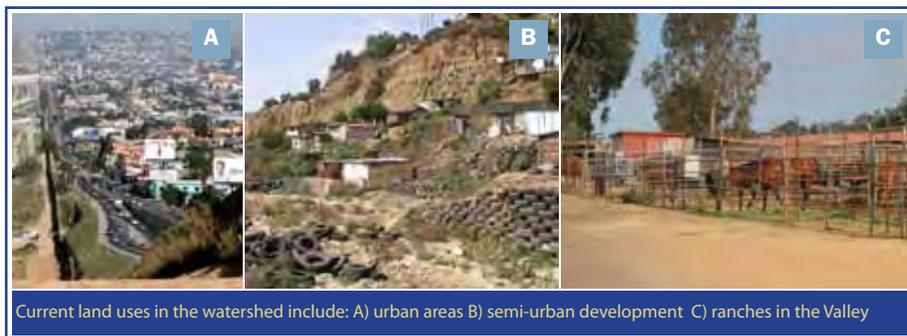
both in the U.S. and in Mexico to improve conditions. Investments to improve wastewater treatment began in the 1980s and '90s. Recent activities have included pollution prevention and source control for sediment and trash, water quality improvements, flood control, improved recreational opportunities,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

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

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

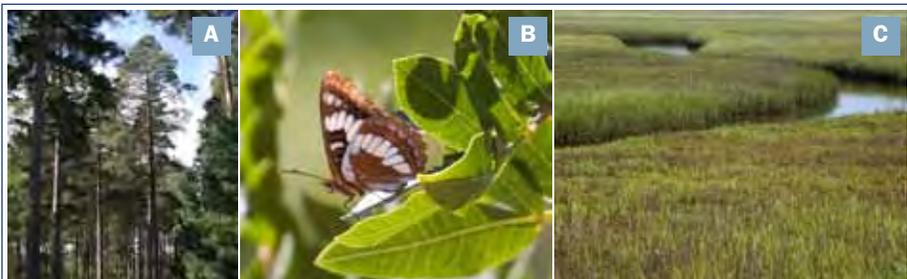
Tijuana River Watershed Description

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



Current land uses in the watershed include: A) urban areas B) semi-urban development C) ranches in the Valley

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



Diverse binational watershed with varied habitats: A) pine forest B) riparian habitat C) salt marsh

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

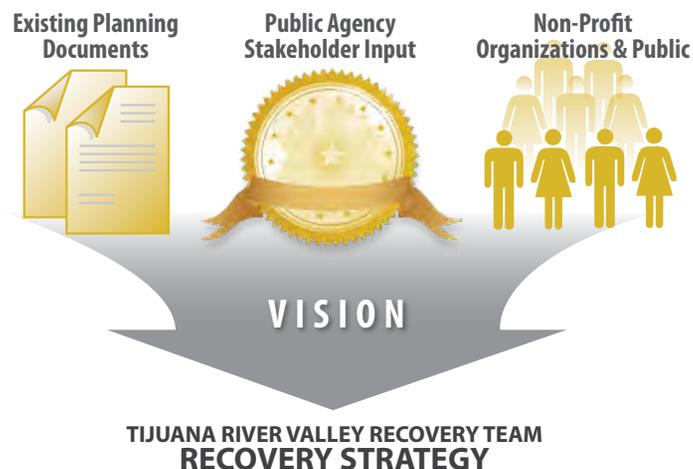


Storm flows from nearly 75% of the watershed are controlled by four major dams. A significant portion of the area downstream of the dams is urbanized, especially in the city of Tijuana



What is the Tijuana River Valley Recovery Team?

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



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

General Recovery Team Goals

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

Recovery Team Signatory Members



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

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



Sediment and Trash

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

Current Situation

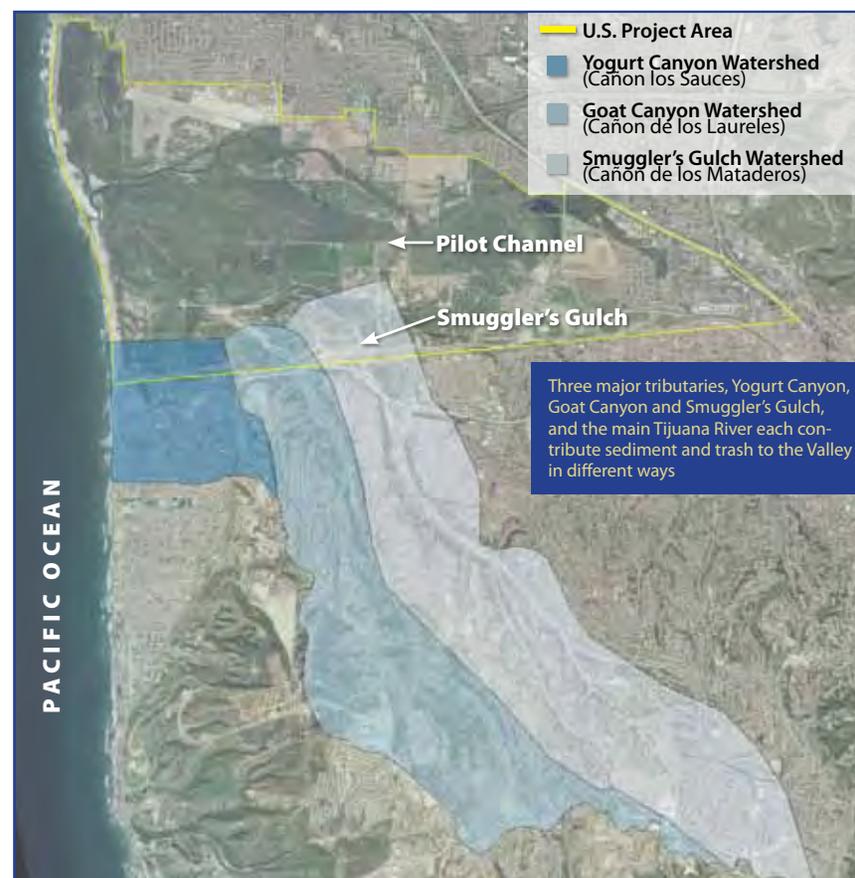
Sediment and trash are degrading the Valley and estuary and threatening public health and safety throughout the Tijuana River watershed. Stormwater flows transport sediment and trash from urban areas downstream into the Valley. The urban population in the city of Tijuana continues to grow rapidly as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

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

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

Sediment

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



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

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



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

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

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



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

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

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



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



Trash

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

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

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

Sediment and Trash Management in Cañon de Los Laureles

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

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

Funding Agencies

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

Southern California Wetlands Recovery Project- \$50,000

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

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

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

Looking to the Future

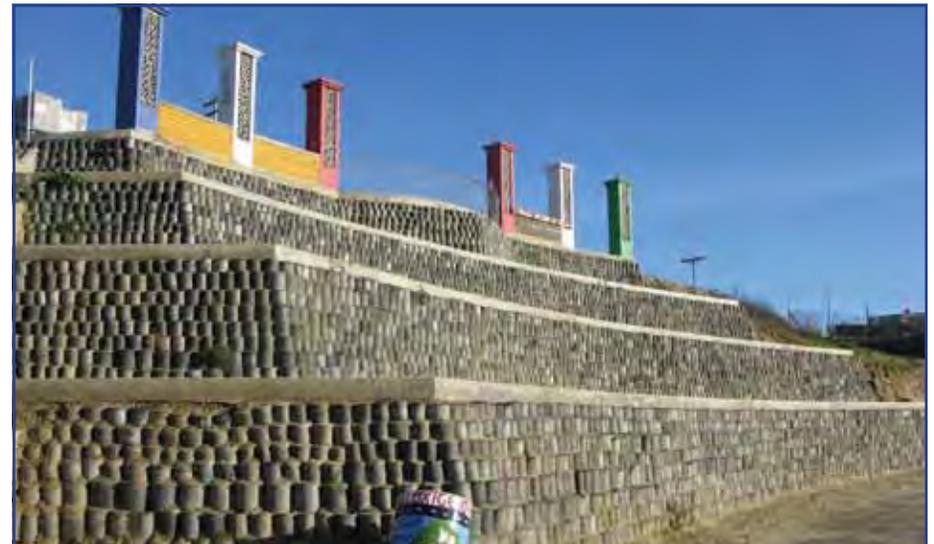
A watershed approach to sediment and trash management that simultaneously reduces pollutant sources, actively captures at key watershed locations, and uses ecosystem processes to naturally transport sediment through the Valley to the ocean is an ultimate goal. The Recovery Team has initiated dialogue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

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

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



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



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

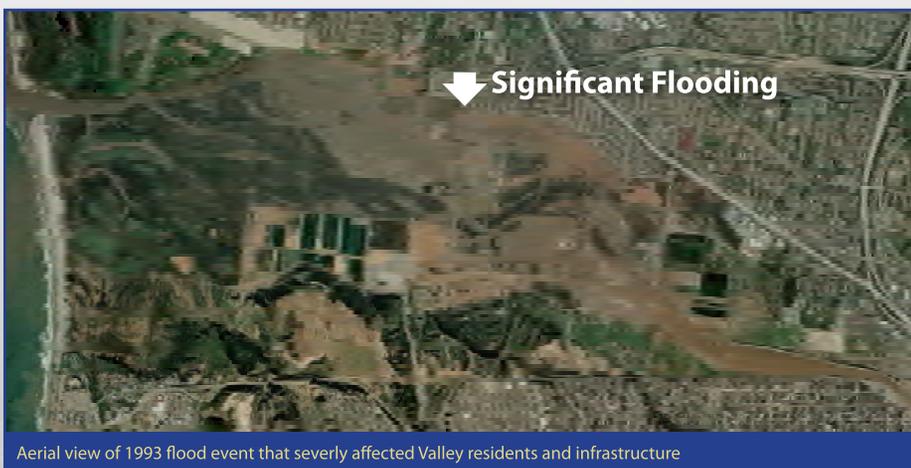


Stormwater (Flood) Control

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

Current Situation

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



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

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

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

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



Flooding along Hollister Road in the Valley

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

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

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

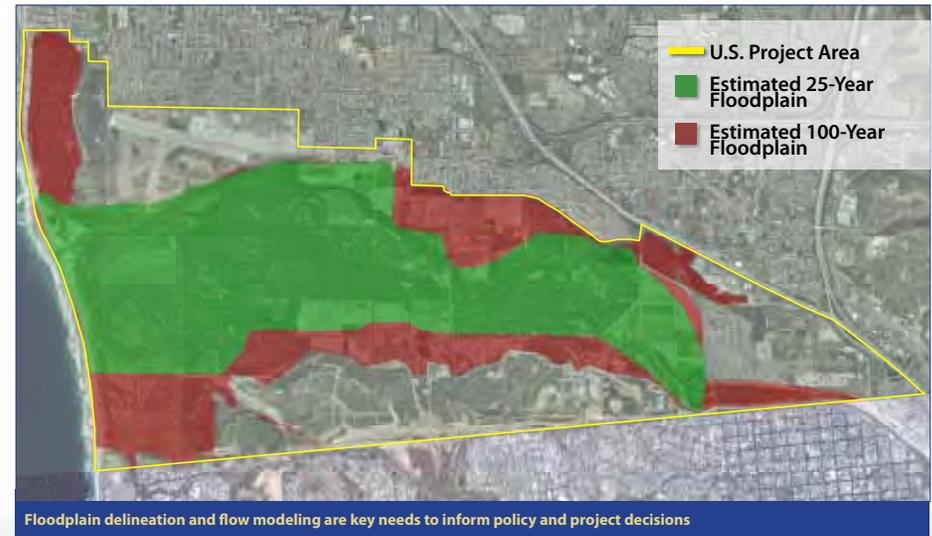
Looking to the Future

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



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

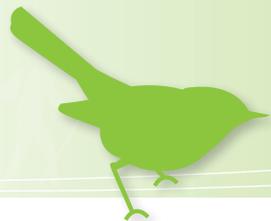
It is understood that conducting focused hydrological and hydraulic studies is key to the Valley recovery process. Understanding existing conditions, including the capacities of channels, will lead to cost-effective and environmentally-sound flood control and stormwater management strategies that are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



Focused hydrology and hydraulic studies will allow:

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

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

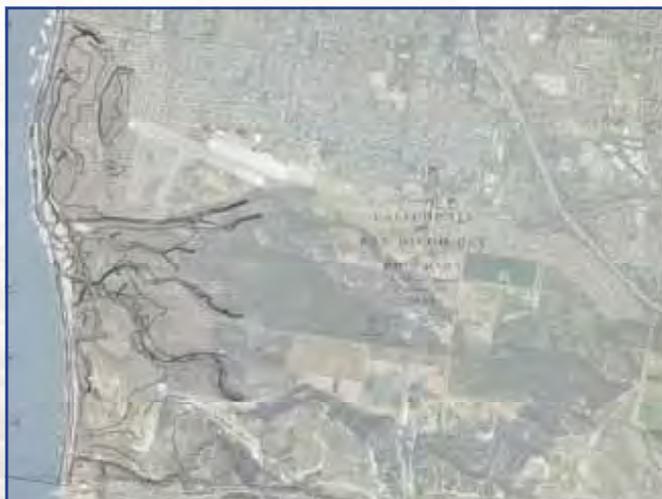


Ecosystems

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

Current Situation

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



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

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

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

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



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

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

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

Institutions Performing Research and Monitoring Activities in and around the Valley

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

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

Looking to the Future

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

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

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

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

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



Recreation Systems and Education

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

Current Situation

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

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

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

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

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



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

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

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

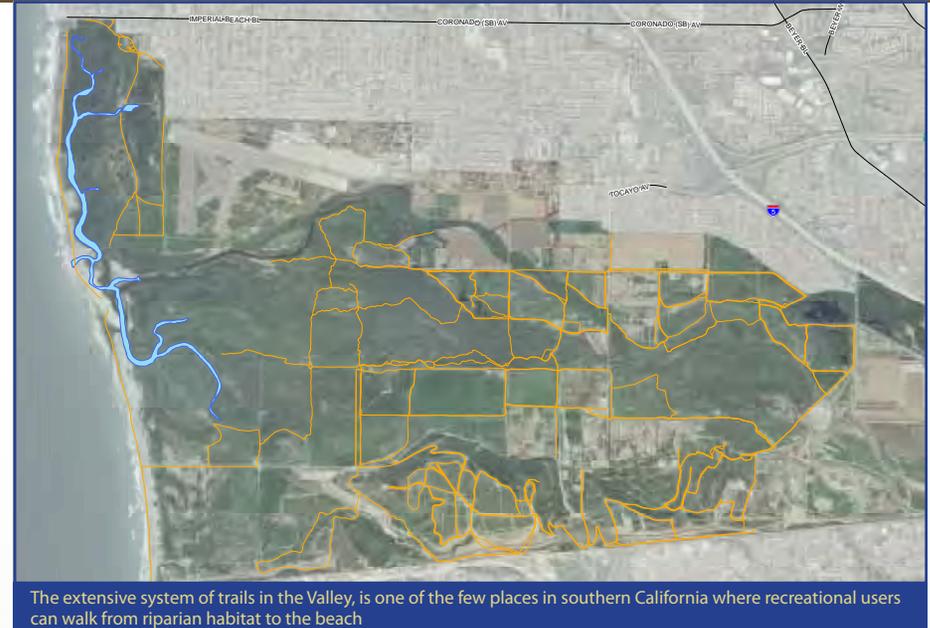
The Valley provides many opportunities for public education about the importance of wetlands ecosystems and the many facets of the Valley's current uses and history. The combination of salt marsh and riparian wetlands, complemented by upland habitat, mixed human uses, and cultural resources, provide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

Looking to the Future

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



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



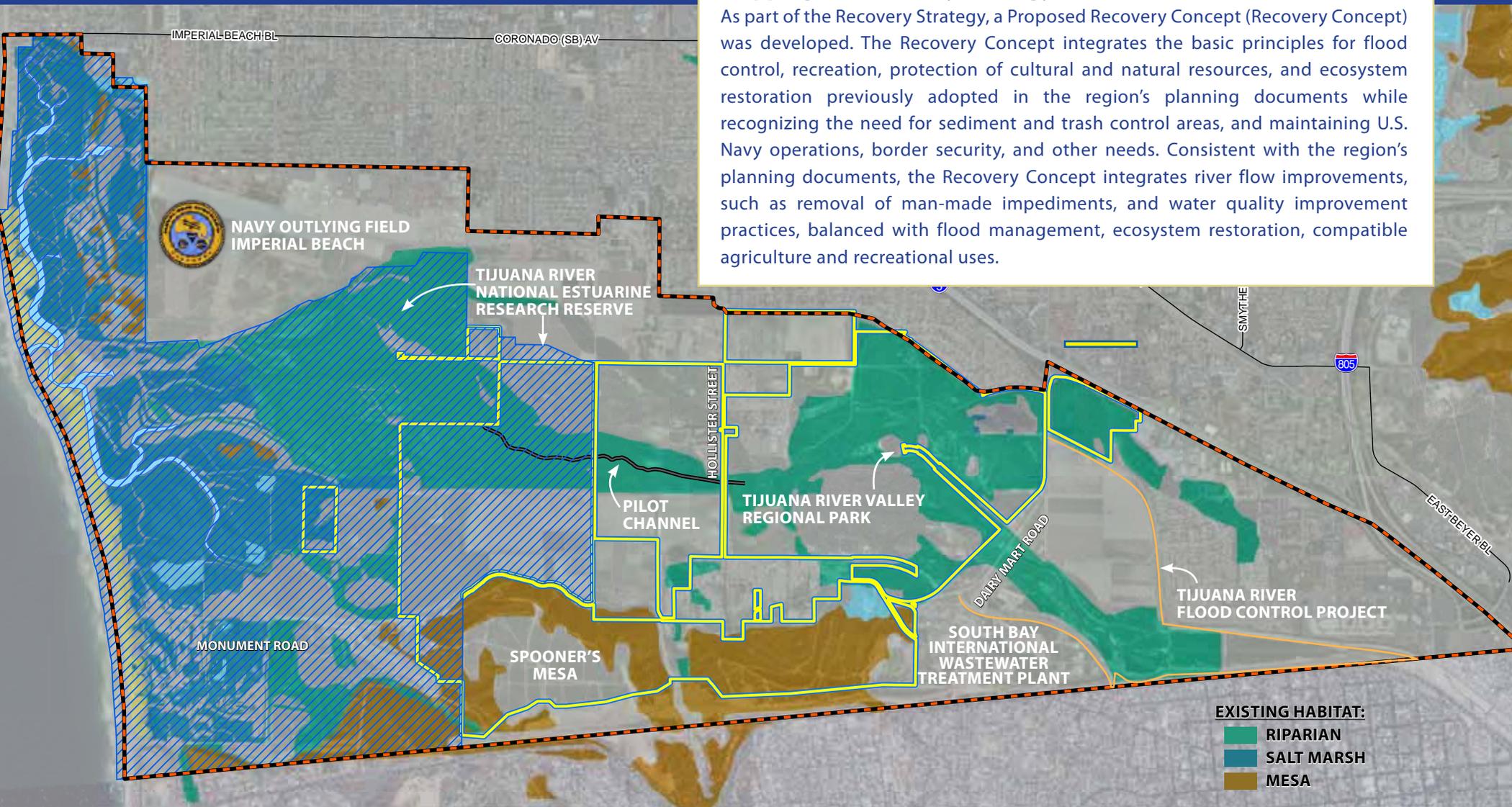
The extensive system of trails in the Valley, is one of the few places in southern California where recreational users can walk from riparian habitat to the beach

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

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

Mapping the Recovery Strategy

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



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

Proposed Recovery Concept

Key Components of the Proposed Recovery Concept include:

ECOSYSTEM AREAS

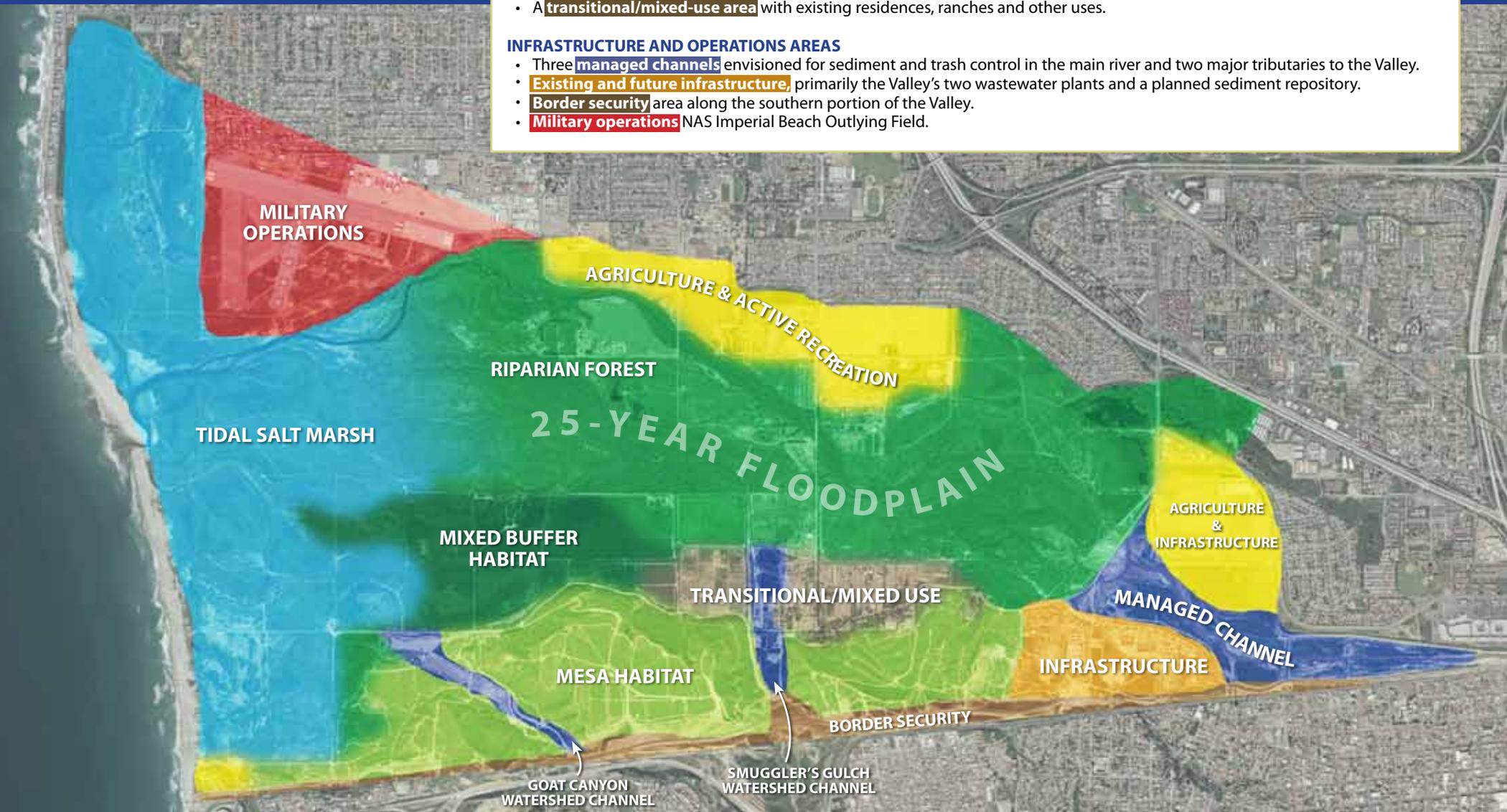
- A large tidal **salt marsh area** in the western portion of the Valley.
- A broad, central **riparian forest** within the 25-year floodplain (Note: several privately owned parcels are located within this area).
- A **mesa habitat** bordering the southern edge of the Valley with chaparral, sage scrub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

HUMAN USE AREAS

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

INFRASTRUCTURE AND OPERATIONS AREAS

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



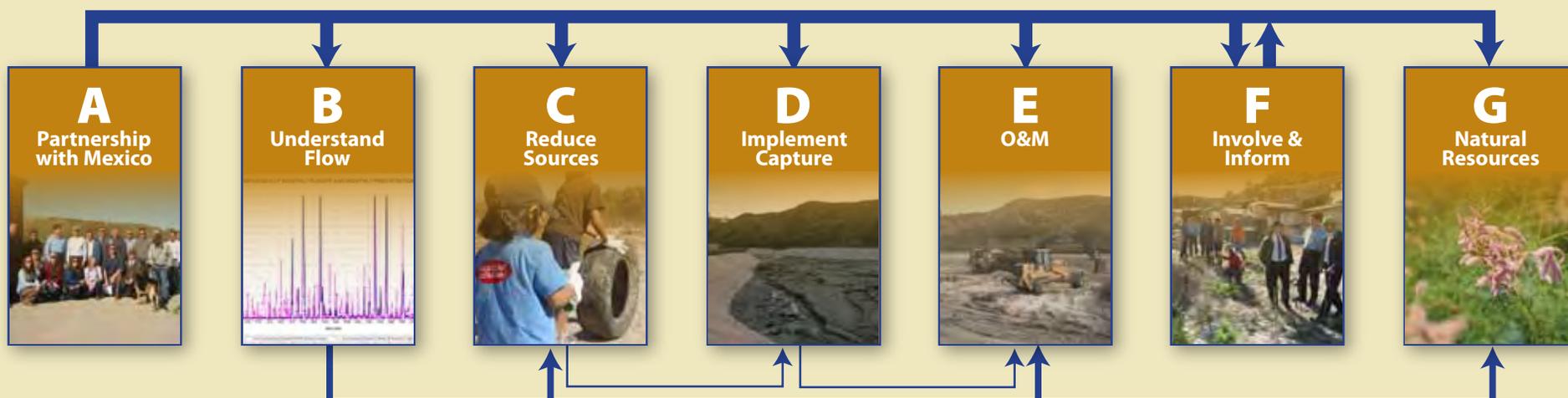
Priority Action Areas

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

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

Priority Action Area Linkage

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



Interconnection of Priority Action Areas - Project Outcomes Inform Future Work

Project Execution Lifecycle Description

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

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

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

Data Collection and Feasibility Assessment

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

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

Permitting and Design

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

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

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

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

Implementation

For capital projects, the implementation component includes:

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

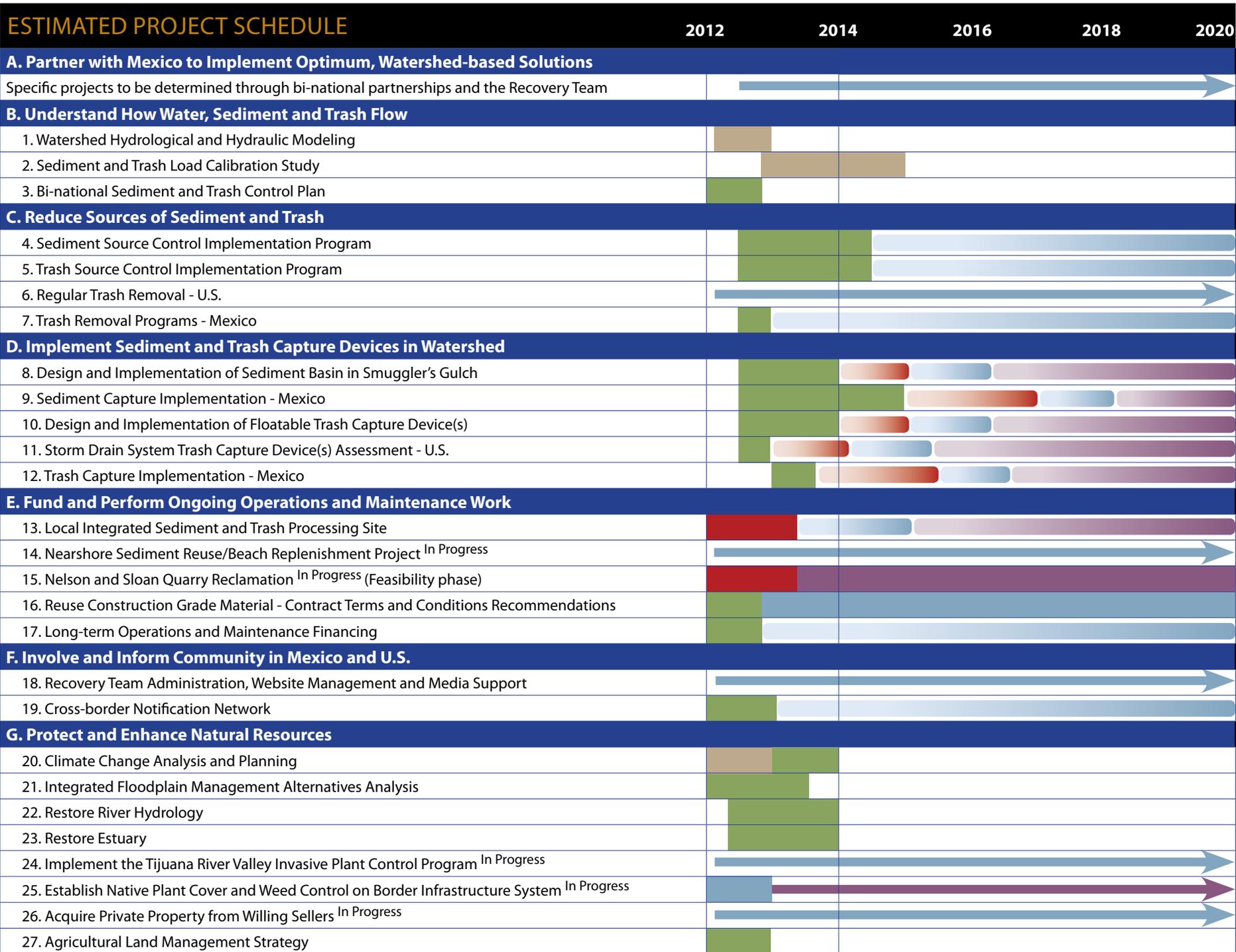
Operate and Maintain

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

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

Summary

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



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

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

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

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

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

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

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

1. Watershed Hydrological and Hydraulic Modeling

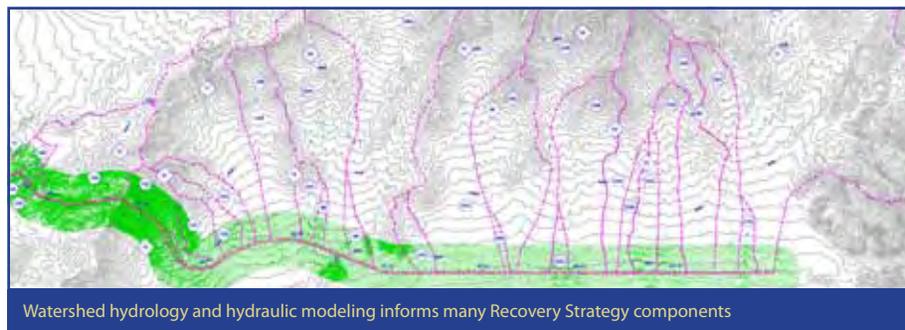
Project will perform hydrology and hydraulics modeling based on current conditions. Project will re-evaluate the extent of the 25- and 100-year floodplains using LIDAR and other available data. Expected results: identification of current flow characteristics that may be used for sediment and trash management,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

2. Sediment and Trash Load Calibration Study

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

3. Bi-national Sediment and Trash Control Plan

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



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

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

C1. Sediment

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

4. Sediment Source Control Implementation Program

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

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

C2. Trash

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

5. Trash Source Control Implementation Program

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

6. Regular Trash Removal- U.S.

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

7. Trash Removal Programs- Mexico

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



Trash removal programs such as manual trash removal can cost-effectively reduce trash sources

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

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

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

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

D1. Sediment

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

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

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

9. Sediment Capture Implementation- Mexico

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

D2. Trash

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

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

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



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

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

12. Trash Capture Implementation - Mexico

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

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

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

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

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

13. Local Integrated Sediment and Trash Processing Site

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

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

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

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

15. Nelson and Sloan Quarry Reclamation *In Progress*

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

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

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



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

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

17. Long-term Operations and Maintenance Financing

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

	2012	2014	2016	2018	2020
F. Involve and Inform Community in Mexico and U.S.					
18. Recovery Team Administration, Website Management and Media Support	[Progress bar from 2012 to 2020]				
19. Cross-border Notification Network	[Green bar 2012-2013]	[Light blue bar 2014-2020]			

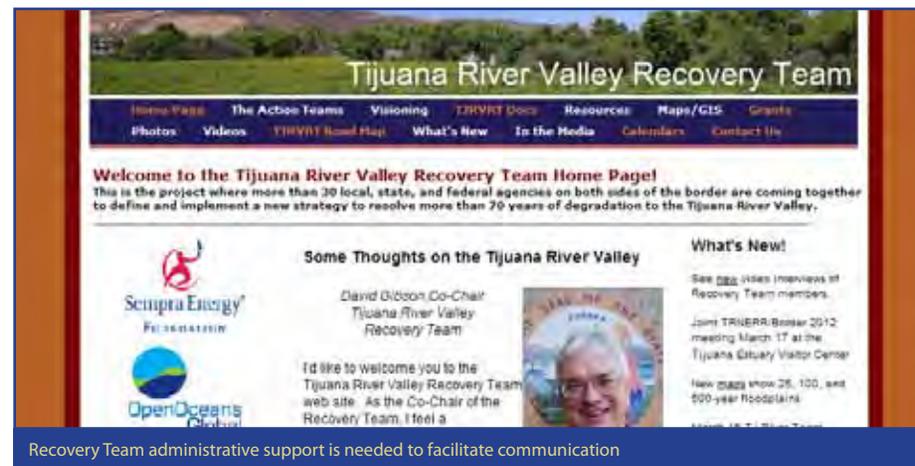
Effective and fully functional bi-national partnerships are integral to successfully reducing sediment and trash-related problems and improving the quality of the environment along the international border. Given the key role that source control and pollution prevention activities have in reducing costs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

19. Cross-border Notification Network

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

18. Recovery Team Administration, Website Management and Media Support

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

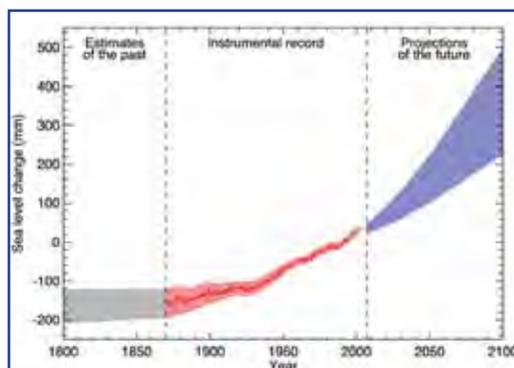


	2012	2014	2016	2018	2020
G. Protect and Enhance Natural Resources					
20. Climate Change Analysis and Planning					
21. Integrated Floodplain Management Alternatives Analysis					
22. Restore River Hydrology					
23. Restore Estuary					
24. Implement the Tijuana River Valley Invasive Plant Control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

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

20. Climate Change Analysis and Planning

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



Sea-level rise and changing patterns of precipitation may have significant impacts in southern California salt marshes

21. Integrated Floodplain Management Alternatives Analysis

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

22. Restore River Hydrology

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

23. Restore Estuary

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

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

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



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

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

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

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

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

27. Agriculture Land Management Strategy

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

Recovery Team Actions in the Regulatory Environment

A primary driver for the formation of the Recovery Team was the listing of the Tijuana River as impaired for sediment, trash and several other water quality pollutants under Section 303(d) of the Clean Water Act. Federal law requires that Total Maximum Daily Loads be developed to reduce the sources of impairment in 303(d)-listed waterbodies. However the bi-national nature of the Tijuana River watershed, the number of agency and private stakeholders and other factors led the Regional Board to consider the collaborative stakeholder-led Recovery Strategy approach.

In response to the need for an increased understanding of the Tijuana River Valley and watershed within the context of resource management agency responsibilities/missions and across the U.S.-Mexico Border, a stakeholder workshop series was conducted. The three workshop series:

- » informed the development of the Recovery Strategy,
- » served as a collaborative process vehicle to inform stakeholders and integrate recovery strategies in the Valley,
- » linked policy and science with agency stakeholder responsibility roles, and
- » allowed sharing of multiple perspectives of recovery goals across stakeholder groups.



Participants in the stakeholder workshops contribute to the development of strategies for Valley recovery



Collaborative Recovery Team visioning workshop to identify priority action areas

Over 50 stakeholders attended each workshop and post-workshop surveys were delivered by TRNERR's Coastal Training Program. The surveys reported a 95% increase in awareness of collaboration opportunities.

The Regional Board is one of a number of governmental agencies established to enforce regulations pertaining to maintaining and restoring water quality, protecting habitat and sensitive species, and managing cultural and other resources. Within the Recovery Team, these agencies include: U.S. IBWC, the EPA, U.S. Army Corp of Engineers, U.S. Fish and Wildlife Service, the California Department of Fish and Game, the California State Water Resources Control Board, the Regional Board, and others. Each of these agencies has specific, and often independent processes to review and approve projects conducted under their jurisdictional authority.

The Recovery Team provides a forum for coordinating regulatory processes and project review that can meet the needs of individual stakeholders while benefitting the overall recovery of the Valley and the watershed. Communication and early collaboration among project stakeholders and regulatory agencies is key to this process. The collaborative nature of the Recovery Team promotes the development of a comprehensive permitting approach for projects that will restore the Valley in a manner consistent with existing laws and regulations and in concert with the overall vision of the Recovery Team.

Next Steps for the Recovery Team

The Recovery Team recognizes the importance of continuing to work collaboratively to implement actions to achieve its vision. The member agencies of the Recovery Team have developed a Letter of Commitment, a simple formalization of the relationship between the land managers and operating agencies that serves as a basis for collaboration in implementing priority projects. The Letter of Commitment recognizes that collaboration can be limited to individual agency responsibilities, jurisdictions, and legal mandates and is subject to the availability of funding.

Moving forward, the land managers and operating agencies will be signatories to the Letter of Commitment and will serve as the Steering Committee for the Recovery Team. Other Recovery Team stakeholders that are not signatories to the Letter of Commitment will be Members of Good Standing. These include: the environmental community, scientific community, and Valley stakeholders, such as private land owners and users. Additionally, the Recovery Team recognizes the importance of collaboration with agencies and organizations in Mexico and has agreed to jointly communicate common messages regarding its activities. Mexican agencies, environmental groups, and scientific organizations are also welcomed to the Recovery Team.

The Regional Board will serve as sponsor signatory to the Recovery Team and believes the Recovery Team is an innovative model that could demonstrate how water quality improvements can be made without the contentious and costly regulatory and legal remedies typically employed. The Regional Board also agrees to hold in abeyance its legal and regulatory options relevant to addressing sediment and trash issues while the Recovery Team pursues implementation of the priority projects identified in this document. This in no way limits the Regional Board's regulatory and legal options, but, instead, shows a reciprocal respect for progress, provided that the signatories below are making a good faith effort to work collaboratively to implement the priority projects. Progress toward implementing the priority projects to achieve the vision for the Valley will be assessed after a two-year period. At that time, the Letter of Commitment will be renewed and/or revised by employing an iterative planning cycle. The planning cycle will include a four-part adaptive management strategy:

- » **Assessment** - Includes the collection and assessment of data and other information to determine priority project implementation needs.
- » **Planning** - Identifies and prioritizes measures to effectively and cost-efficiently reduce sediment and trash sources while balancing flood risk, ecosystem management, and recreational opportunity needs.
- » **Implementation** - Employs priority projects in an integrated and collaborative approach that may include bi-national cooperation, interagency coordination, and/or cost-sharing components.
- » **Effectiveness Assessment** - Evaluates project implementation activities to refine future planning and implementation efforts.



It is anticipated that the adaptive management strategy will be applied both to specific project implementation assessments as well as assessment of overall progress toward long-term recovery goals. Approximately six months prior to the end of this initial phase of recovery, the Recovery Team will begin a planning process to evaluate findings and to develop an action plan for additional implementation activities and priority projects.

Recovery Strategy Summary

The Recovery Strategy is intended to initiate the first phase of actions required to cleanup the Valley so its beneficial uses can be restored and the environmental and human values that the Valley supports can be maintained in perpetuity. Through this document, the Recovery Team has taken a significant step to document the existing conditions related to sediment and trash issues in the Valley, and outline solutions that will allow beneficial uses of the Valley and its resources to be achieved. Resolution to the sediment and trash problems will require alignment of enhanced relationships, partnerships, and funding mechanisms in the U.S. and in Mexico to provide watershed-based solutions. Accordingly, the Recovery Team stakeholders recognize the benefit of using a collaborative approach to build and enhance cross-border communication and relationships that will lead to our common goals of a healthy Valley and watershed.

The TRVRT would like to especially thank:



California State Water Resources Control Board



Sempra Energy Foundation

for providing funding to support the development of the Strategy.

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Or visit the Regional Board website at:
<http://www.waterboards.ca.gov/sandiego/>

Tijuana River Valley Recovery Team

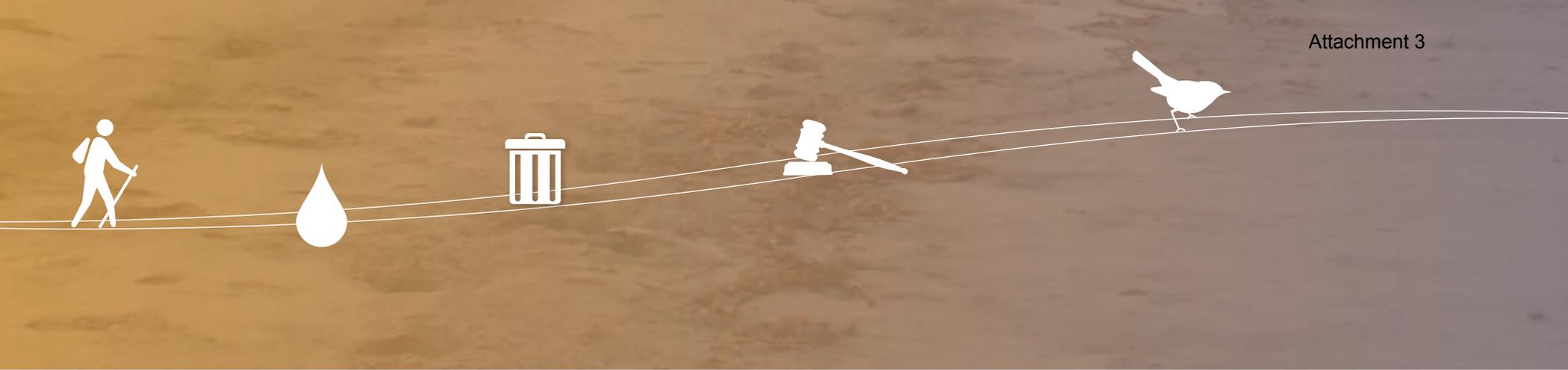
The Recovery Team consists of the following member agencies and organizations:

- » Audubon Society
- » California Coastal Commission
- » California Coastal Conservancy
- » California Department of Conservation, Office of Mining and Reclamation
- » California Department of Fish and Game
- » California Department of Resources Recovery and Recycling (CalRecycle)
- » California Environmental Protection Agency
- » California State Parks
- » California State Water Resources Control Board
- » City of Imperial Beach
- » City of San Diego
- » County of San Diego
- » International Boundary and Water Commission
- » National Marine Fisheries Service
- » National Oceanic and Atmospheric Administration
- » OpenOceans Global
- » San Diego Coastkeeper
- » San Diego County Water Authority
- » San Diego Regional Water Quality Control Board
- » San Diego State University
- » Scripps Institution of Oceanography
- » Southern California Coastal Water Research Project
- » Southwest Wetlands Interpretive Association
- » State Coastal Conservancy
- » Surf rider
- » Tijuana River National Estuarine Research Reserve
- » Tijuana River Valley Equestrian Association (TRVEA)
- » U.S. Army Corps of Engineers
- » U.S. Bureau of Reclamation
- » U.S. Customs and Border Patrol
- » U.S. Department of Agriculture
- » U.S. Environmental Protection Agency
- » U.S. Fish and Wildlife Service
- » U.S. Navy

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URS Corporation
WILD COAST





**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: NOVEMBER 21, 2012

ORIGINATING DEPT.: PUBLIC WORKS

SUBJECT: ADDING OF ORDINANCE NO. 2012-1131, CHAPTER 13.14 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO THE REGULATION OF FATS, OILS AND GREASE DISPOSAL IN THE SEWER COLLECTION SYSTEM AND AMENDING SECTION 13.04.040 OF THE IMPERIAL BEACH MUNICIPAL CODE

BACKGROUND:

On May 2, 2006, the State Water Resources Control Board (SWRCB) adopted and implemented Order No. 2006-0003 Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems. The WDR required preparation of a Sewer System Management Plan (SSMP), which documents the program to properly manage, operate, and maintain all parts of the sanitary sewer system to reduce and prevent sewer system overflows (SSOs).

One of the provisions in the WDR requires the City to control the impacts of fats, oils, and grease (FOG) on the collection system and to implement the legal authority to implement and enforce a FOG control program. In 2008 the City updated sections 13.04.030.B and 13.04.04.E that prohibit the discharge of grease into the collection system and also adopted the FOG control element in the SSMP that established a preventative FOG inspection program at food service establishments.

Starting in 2009 the Environmental Division initiated the SSMP FOG inspection program at food service businesses. The results of the inspections revealed a large number of deficiencies in the management of FOG at food service establishments in the community. The results from the 2009 FOG inspection program were presented to Council on May 4, 2010 as part of the Biennial Audit requirement for the SSMP. At that time Staff was directed to return at a later date with options on how to better manage the buildup of FOG in the sewer system that is being discharged from food service establishments.

Staff returned to Council on February 16, 2011 and presented a list of strategy options to enhance the City's FOG Control Program through an update of the Imperial Beach Municipal Code. Staff was then directed to reach out to the local business community on the different options for a FOG Control Program. On April 13, 2011 Staff gave a presentation to the local Chamber of Commerce and then on May 31, 2011 held a special workshop for local restaurant owners to discuss the range of FOG control options.

Staff then provided a second update to Council on August 15, 2012 on the results of the outreach efforts in the community and presented a draft ordinance for discussion. Comments

were received and incorporated into the attached ordinance.

DISCUSSION:

The attached ordinance adds the Regulation of Grease Disposal in Commercial Kitchens in the Imperial Beach municipal code to Chapter 13.14 and provides clear direction on the grease control requirements for food service establishments. The Ordinance also corrects language Section 13.04.040 so that it refers to the most recently adopted version of the California Public Code, which is set forth in section 15.32.010. These requirements apply to all food service establishments that generate grease and utilize the City's sewer collection system for disposal of waste water.

This update to the Imperial Beach Municipal Code through Chapter 13.14 is necessary because the City has many locations within the sewer collection system that require frequent cleaning due to excessive FOG accumulation. Food service establishments have the potential to generate excessive FOG and therefore require the implementation of best management practices and pretreatment of waste water before disposal into the City's sewer collection system. This municipal code update establishes minimum FOG control best management practice requirements for commercial kitchens, requires the installation of grease capture devices for new businesses or remodeled facilities, and provides the authority to the City to enforce the requirements of its FOG Control Program.

The operations goal for Public Works is to get to a condition where the sewer lines will only need to be cleaned once per year. Implementing an effective FOG Control Program, which is required under the WDR, is one of the tools that will reduce the required cleaning frequency necessary to prevent sewer system overflows and allow for Public Works to better maintain the sewer collection system.

The first reading of Ordinance No. 2012-1131 took place at the regular City Council meeting of November 7, 2012. Following the City Council meeting, City staff posted the staff report and ordinance on the City's website and forwarded the same information to the Imperial Beach Chamber of Commerce and Business Improvement District.

ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) because it is a certified environmental regulatory program as defined in CEQA guidelines section 15308.

FISCAL IMPACT:

This ordinance will not result in any increased costs for the City beyond the existing costs already in place for the implementation of a FOG Control Program and plan checks for the sizing and installation of grease capture devices in commercial kitchens. Attempts are made to minimize costs by combining FOG inspections with the existing annual storm water inspections at commercial businesses.

DEPARTMENT RECOMMENDATION:

Staff Recommends the Mayor and City Council:

1. Receive this report;
2. Mayor calls for the reading of the title of Ordinance No. 2012-1131 "ADDING CHAPTER 13.14 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO THE REGULATION OF FATS, OILS AND GREASE DISPOSAL IN THE SEWER COLLECTION SYSTEM AND AMENDING SECTION 13.04.040 OF THE IMPERIAL BEACH MUNICIPAL CODE".
3. City Clerk to read Ordinance 2012-1131
4. Motion to dispense with the second reading, to waive further reading, and adopt Ordinance No. 2012-1131 by title only.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Ordinance No. 2012-1131, including Exhibit "A"
2. FOG Information Sheet

ORDINANCE NO. 2012-1131

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA ADDING CHAPTER 13.14 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO THE REGULATION OF FATS, OILS AND GREASE DISPOSAL IN THE SEWER COLLECTION SYSTEM AND AMENDING SECTION 13.04.040 OF THE IMPERIAL BEACH MUNICIPAL CODE

WHEREAS, on May 2, 2006, the State Water Resources Control Board (SWRCB) adopted and implemented Order No. 2006-0003 Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems; and

WHEREAS, the WDR requires the City to control the impacts of fats, oils, and grease (FOG) on the collection system and to establish the legal authority to implement and enforce a FOG control program; and

WHEREAS, the City Council finds that an ordinance for regulating the disposal of FOG from commercial kitchens is necessary to protect public health, safety, and environment; to reduce the required maintenance effort by City staff to prevent sewer system overflows; to establish best management practices for commercial kitchens operating in the City; and to provide for the legal authority for the City to enforce its FOG control program; and

WHEREAS, Chapter 13.14 of the Imperial Beach Municipal Code will provide the necessary direction and authority to manage the discharge of grease from commercial kitchens and help prevent sanitary sewer overflows from the accumulation of grease in the municipal sewer system; and

WHEREAS, an update to Section 13.04.040 E. of the Imperial Beach Municipal Code is also necessary to reference the most recently adopted edition of the California Plumbing Code.

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

Section 1: Section 13.04.040 of Chapter 13.04 of the Imperial Beach Municipal Code is hereby amended to read as follows:

13.04.040. Connection to public sewer required—Design specifications.

A. No person whose premises are so located that a public sewer is within two hundred feet of the place of origin of sewage on the premises shall install any septic tank or use any means of disposing of such sewage other than through a connection with the City sewer facility. Each such person shall be required to connect such premises with the sewer system and to pay all costs and charges provided for under this chapter.

B. All persons whose premises are connected to the public sewer shall be responsible for the installation, maintenance and upkeep of the building sewer and the sewer lateral to the point where the lateral attaches to the saddle connection on the public sewer or sewer main.

C. New sewers and connections to the sewer system will meet all requirements of the Uniform Plumbing Code, copies of which are on file with the Department of Public Works and the Building Department; the standard plans and specifications of the City for construction in the public right-of-way; and shall also meet the design requirements as established from time to time by the City Engineer.

D. Except as expressly provided in this code, all work performed and all plans and specifications required under the provisions of this chapter shall conform to the requirements prescribed by the the editions of "The San Diego Area—Regional Standard Drawings" and "The Standard Specifications for Public Works Construction" and associated supplements, and "Standard Plans for Public Works Construction" in effect as of November 2, 2008, unless exempted or modified by the City Council of the City of Imperial Beach. To the extent possible, all designs and plans shall provide for vehicular access to all manholes and cleanouts in the sewer main system.

E. All building permit plans or designs ~~submitted after November 2, 2008~~ shall comply with the currently adopted edition of the ~~Section 1014.0 of the 2007~~ California Plumbing Code as set forth in chapter 15.32 of the Municipal Code. This compliance includes the duty to eliminate or minimize the sewer system impacts due to fats, oils, and grease discharge.

Section 2: A new Chapter 13.14 – Regulation of Fats, Oils and Grease Disposal in the Sewer Collection System - is hereby added to the Imperial Beach Municipal Code to read as shown in Exhibit "A" that is attached hereto and incorporated herein by reference.

Section 3: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 4: The City Clerk is directed to prepare and have published a summary of this ordinance no less than five days prior to the consideration of its adoption and again within fifteen (15) days following adoption indicating votes cast.

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

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the ____ day of _____ 2012;

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the _____ day of _____ 2012 , by the following vote:

AYES:
NAYS:
ABSENT:

Jim Janney, Mayor

ATTEST:

Jacqueline Hald, City Clerk

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Ordinance No. 2012-_____, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA ADDING CHAPTER 13.14 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO THE REGULATION OF FATS, OILS, AND GREASE IN THE SEWER COLLECTION SYSTEM AND AMENDING SECTION 13.04.040 OF THE IMPERIAL BEACH MUNICIPAL CODE.

JACQUELINE HALD, CITY CLERK

DATE _____

EXHIBIT "A"

CHAPTER 13.14- REGULATION OF FATS, OILS AND GREASE DISPOSAL IN THE SEWER COLLECTION SYSTEM

13.14.010 – Purpose and Intent

It is the intent of this article to establish regulations for the disposal of grease and other insoluble waste discharges from commercial kitchens within the City. The City council, in enacting the ordinance codified in this article, intends to provide for the protection and maximum beneficial public use of the City's sewer system, to prevent sewer system overflows from the buildup of grease in sewer lines, to ensure the cost of maintaining the public sewer system is equitably distributed amongst users, to clarify grease disposal requirements for existing commercial kitchens, and to promote public health and safety.

13.14.020 – Definitions

“Best management practices (BMPs)” means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the introduction of FOG to the sewer facilities.

“Change in operations” means any change in the ownership, food types, or operational procedures that have the potential to increase the amount of FOG generated and/or discharged by FSEs in an amount that alone or collectively causes or creates a potential for SSOs to occur.

“City Manager” means the City Manager of the City of Imperial Beach or his or her designee.

“Discharger” means any person who discharges or causes a discharge of wastewater directly or indirectly to a public sewer. Discharger shall mean the same as user.

“Effluent” means any liquid outflow from the FSE that is discharged to the sewer.

“Existing Food Service Establishment” means a FSE which legally exists and operates at the time of the effective date of this Chapter.

“Fats, oils and grease (FOG)” means any substance such as a vegetable or animal product that is used in, or is a byproduct of, the cooking or food preparation process, and that turns or may turn viscous or solidifies with a change in temperature or other conditions.

“FOG control program” means the FOG control program required by and developed pursuant to State Water Resources Control Board (SWRCB) ORDER NO. 2006-0003-DWQ.

“Food Grinder” means any device installed in the plumbing or sewage system for the purpose of grinding food waste or food preparation by products for the purpose of disposing it in the sewer system.

"Food Service Establishment (FSE)" means any food preparation establishment, restaurant, cafeteria, or any other establishment preparing food for consumption. Domestic homes are not considered food service establishments under this definition.

"Grease control device" means any grease interceptor, grease trap or other mechanism, device or process, which attaches to, or is applied to, wastewater plumbing fixtures and lines, the purpose of which is to trap or collect or treat FOG prior to it being discharged into the sewer system. "Grease control device" may also include any other proven method to reduce FOG subject to the approval of the City.

"Grease interceptor" means a multi-compartment device that is constructed in different sizes and is generally required to be located, according to the California Plumbing Code, underground between a FSE and the connection to the sewer system. These devices primarily use gravity to separate FOG from the wastewater as it moves from one compartment to the next. These devices must be cleaned, maintained, and have the FOG removed and disposed of in a proper manner on regular intervals to be effective.

"Grease trap" means a grease control device that is used to serve individual fixtures and have limited effect and should only be used in those cases where the use of a grease interceptor or other grease control device is determined to be impossible or impracticable.

"Hot spots" means areas in sewer lines that have experienced sanitary sewer overflows or that must be cleaned or maintained frequently to avoid blockages of sewer system.

"Interceptor" means a grease interceptor.

"Program Manager" means the individual designated by the City Manager to administer the FOG control program. A consultant retained under contract by the City may be designated as the FOG control program manager. The FOG control program manager is responsible for all determinations of compliance with the program, including approval of discretionary waivers, inspections and development and implementation of the best management practices and the rules and regulations for the City's FOG control program.

13.14.030 – FOG Discharge Prohibited

No FSE shall discharge or cause to be discharged FOG into the sewer system.

13.14.040 – Conditions for grease disposal at Food Service Establishments

FSEs shall comply with the following conditions:

- A. If requested, the FSE shall submit pertinent information on business operations to the City in order to assess the overall impact on the sewer collection system. The FSE may be required to submit, in units and terms appropriate for evaluation, the following information:

1. Name, address and Standard Industrial Classification number of FSE;
 2. Volume of wastewater to be discharged;
 3. Proposed wastewater constituents;
 4. Time of daily food preparation operations;
 5. Average and 30-minute peak wastewater flow rates, including daily, monthly and seasonal variation if any;
 6. Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;
 7. Plans or diagrams depicting location of on-site sewer lines pumping stations and any reclamation or pretreatment facilities;
 8. Description of food preparation, type, number of meals served, cleanup procedures, dining room capacity, number of employees and size of kitchen;
 9. Any other information required by the Program Manager to evaluate the FOG disposal of the FSE. The Program Manager will evaluate the data submitted and may require additional information.
- B. The Program Manager will evaluate the data furnished by the applicant and may require additional information. Prior to or after evaluation and acceptance of the data furnished, an on -site inspection of the waste discharge system, treatment systems or other systems relating to the waste discharge may be required. The Program Manager may then permit FOG discharge subject to terms and conditions provided herein.
- C. FSE grease disposal shall be allowed only for specific use for a specific operation. Re-evaluation may be required for any sale, lease, transfer or assignment of the premises or business or any change in operations.

13.14.050 – Prohibitions. The following prohibitions shall apply to all Food Service Establishments

- A. Installation of food grinders in new constructions of Food Service Establishments shall be prohibited. Furthermore, all food grinders shall be removed from existing Food Service Establishments within 180 days of the effective date of these regulations.

- B. Introduction of any additives into a Food Service Establishment's wastewater system for the purpose of emulsifying FOG is prohibited, unless a specific written authorization from the Program Manager is obtained based upon evidence showing that such additives will not cause or contribute to interference and/or a sewer system overflow.
- C. Discharge of wastewater with temperatures in excess of 140°F to any grease control device, including interceptors is prohibited.
- D. The use of biological additives to treat or reduce FOG or as a supplement to interceptor maintenance, without prior authorization from the Program Manager, is prohibited. Such authorization shall be based upon evidence showing that such biological additives will not cause or contribute to interference and/or a sewer system overflow.
- E. No waste removed from a grease control device may be discharged to the sewer system.

13.14.060 – Grease control for new and existing food service establishments

All building permit plans or designs shall comply with applicable sections of the Plumbing Code of the City of Imperial Beach to eliminate or minimize the sewer system impacts due to fats, oils, and grease discharge.

- A. Food Service Establishments are required to install, operate and maintain an approved type and adequately sized grease control device necessary to maintain compliance with the objectives of this Chapter.
 - 1. New Food Service Establishments.
 - a. Food Service Establishments which are newly constructed shall install, operate, and maintain a grease control device prior to and following commencement of wastewater discharges to the sewer system.
 - b. Newly constructed Food Service Establishments shall size grease control devices according to the Plumbing Code of the City of Imperial Beach.
 - c. New Food Service Establishments opening a new business in the location of a previous FSE without remodeling the facility shall be required to install a grease control device.
 - 2. Existing Food Service Establishments.
 - a. Existing Food Service Establishments shall be required to install and commence proper operation of a grease control device upon notification by the City if in the determination of the Program Manager any of the following apply:

- (1) The Existing Food Service Establishment has caused or contributed to a grease-related blockage in the sewer system including private laterals, or which have sewer laterals connected to hot spots deemed to have significant potential to adversely impact the sewer system.
 - (2) The Existing Food Service Establishment has contributed to the buildup of FOG in the sewer collection system, which may be determined through observation of kitchen equipment or operations, observation of grease in the sewer lateral, or testing of effluent shall be deemed to have a reasonable potential to adversely impact the sewer system.
 - (3) The Existing Food Service Establishment has (a) made any change in food preparation or business operations that is different than the original business application and (b) those changes will lead to an increase in grease disposal which have been deemed to have reasonable potential to adversely impact the sewer system.
- b. Existing Food Service Establishments without a current California Plumbing Code compliant grease control device that remodels the facility or expands kitchen area shall be required to install a grease control device.
 - c. Existing Food Service Establishments which have already installed a grease control device at the time of adoption of this Chapter will be allowed to continue using said device provided it is in proper working order and meets the standards of the Plumbing Code of the City of Imperial Beach.
- B. The grease control device shall be connected to all grease bearing fixtures and adequate to separate and remove FOG contained in wastewater discharges from any establishment prior to discharge to the sewer system.
- C. Property owners of commercial developments or their official designee shall be responsible for the installation and maintenance of the grease control device serving multiple establishments that are located on a single parcel.
- D. Conditional Waiver
1. Any FSE may obtain a conditional waiver from the Program Manager, in order to avoid compliance with the grease removal device installation requirement. The FSE bears the burden of demonstrating, to the Program Manager's reasonable satisfaction, that the installation of a grease removal device is not necessary and that acceptable alternatives such as, but not limited to, installation of alternative technologies or implementation of BMPs will be sufficient to prevent significant FOG discharges from the applicant. Upon determination by the Program Manager that a conditional waiver may be granted, the FSE will be given notice in writing that a waiver has been approved and that the FSE is relieved of the requirement to install a grease removal device. So long as the waiver remains effective the Program Manager may impose terms and conditions on the issuance of a waiver and may impose conditions on the FSE's business license in accordance with any approved waiver.

2. A conditional waiver may be suspended or revoked at any time when any of the terms and conditions for its issuance is not satisfied or if the conditions upon which the conditional waiver was based change so that the justification for the exception no longer exists. Appeal of any suspension or revocation may be made, as provided in this Chapter.
3. Period of Validity. The conditional *waiver* shall be valid only so long as the FSE remains in compliance with all requirements of this Chapter, including, but not limited to, the requirements to apply for a new or renewed business license and to implement BMPs. The conditional *waiver* may be suspended or revoked if any of the terms and conditions for its issuance are not satisfied. Appeal of any suspension or revocation may be made as provided in this Chapter.
4. Appeals. The applicant or any interested person may appeal the decision of the Program Manager in accordance with the provisions of this Chapter.

13.14.070 – Grease control device maintenance requirements

- A. Each commercial kitchen with a grease control device shall be required to employ an appropriate service or procedures for periodic collection of accumulated grease from any grease control device. The collection schedule shall be determined by the following criteria:
 1. Twenty Five Percent Rule. Grease control devices shall be fully pumped out and cleaned at a frequency such that the combined FOG and solids accumulation does not exceed 25% of the total designed hydraulic depth of the grease control device. This is to ensure that the minimum hydraulic retention time and required available hydraulic volume is maintained to effectively intercept and retain FOG discharged to the sewer system.
 2. Each Food Service Establishment with a grease control device shall fully pump out and clean its grease control device not less than every 6 months, unless required sooner by the 25% Rule in section 13.14.070(A)(1).
- B. Maintenance Records. Each commercial kitchen with a grease control device shall be required to keep records of cleaning, maintenance and grease removal. All such records must be retained on site by the permitted facility for a minimum of three (3) years. A separate maintenance log shall be maintained for each grease control device and posted in the immediate vicinity of each device. Maintenance logs shall include the following information: Grease control device location and volume; maintenance dates; volume removed (gallons); disposal methods; and name of person performing maintenance and, if the person is not employed by the commercial kitchen, the name, address and phone number of the person or company performing the maintenance activities.
- C. Inspection. Each commercial kitchen with a grease control device shall allow City representatives access to the premises during normal business hours and at reasonable times, for purposes of sampling, inspections and review of records relating to commercial kitchen grease disposal.

13.14.080 – Best management practices

All Food Service Establishments must install, implement and maintain the following minimum best management practices:

- A. Drain screens. Drain screens shall be installed on all drainage pipes in food preparation areas.
- B. Waste cooking oil.
 - 1. All waste cooking oil shall be collected and stored properly in recycling barrels or drums.
 - 2. Such recycling barrels or drums shall be maintained appropriately to ensure they do not leak.
 - 3. Licensed haulers or an approved recycling facility must be used to dispose of waste cooking oil.
- C. Food waste. All food waste shall be properly disposed of as organic waste or placed in enclosed plastic bags and disposed directly into the trash or garbage, and not in sinks.
- D. Employee training.
 - 1. Employees of the food service establishment shall be trained at the beginning of their term of employment, and once each calendar year thereafter, on the following subjects:
 - a. How to "dry wipe" pots, pans, dishware and work areas before washing, to remove grease.
 - b. How to properly dispose of food waste and solids.
 - c. The location and use of absorption products to clean under fryer baskets and other locations where grease may be spilled or dripped.
 - d. How to properly dispose of grease or oils from cooking equipment into a grease barrel or drum without spilling.
 - 2. Kitchen exhaust filters and hoods shall be cleaned at least annually to be maintained in good operating condition

13.14.090 – Enforcement

Any violation of this Chapter is hereby deemed a public nuisance and may be abated under Chapter 1.16 of this Imperial Beach Municipal Code or as otherwise provided therein. Authorized enforcement officials and authorized enforcement staff may also enforce violations of this Chapter as follows:

- A. **Administrative Penalties.** Administrative penalties may include, but not be limited to, the recovery of fines assessed against the City of Imperial Beach by the RWQCB.
- B. **Cease and Desist Orders.** Written and/or verbal orders may be issued to stop illegal discharges and/or remove illegal connections.
- C. **Notice and Order to Clean, Test, or Abate.** Written and/or verbal orders may be issued to perform any act required by this Chapter where conditions warrant.
- D. **Public Nuisance Abatement.** Violations of this Chapter are deemed a threat to public health, safety, and welfare, and are identified as a public nuisance. If actions ordered pursuant to this Chapter are not performed, the authorized enforcement official may abate any public nuisance. City costs for pollution detection and abatement, if not paid in full by the discharger in addition to any other penalties, may be made a lien against the property in accordance with this procedure.
- E. **Stop Work Orders.** Whenever any work is being done contrary to the provisions of this Chapter, an authorized enforcement official may order the work stopped by notice in writing served on any person engaged in the doing or causing such work to be done, and any such person shall immediately stop such work until authorized by the authorized enforcement official to proceed with the work.
- F. **Permit Suspension or Revocation.** Violations of this Chapter may be grounds for permit and/or other City license suspension or revocation in accordance with applicable sections of the Imperial Beach Municipal Code.
- G. **Legal action.** The City may pursue any other legal remedies available, including but not limited, filing civil, criminal and/or injunctive relief actions in Superior Court. Any violation of this Chapter shall constitute a misdemeanor, unless otherwise charged as an infraction, at the discretion of the City Attorney.
- H. **Penalties and Remedies Not Exclusive.** Penalties and remedies under this article may be cumulative and in addition to other administrative, civil or criminal remedies.
- I. **Appeals of fines, penalties or requirements to install grease control devices.**

1. Appeals of fines, penalties, or requirements to install grease control devices shall be submitted to the city manager within thirty days after the FSE has been notified of the penalty and/or corrective actions. The decision of the city manager shall be in writing.
2. The decision of the city manager can be appealed to the city council by submitting a written request to the city clerk within fifteen days of the issuance of the city manager's decision, and payment of the appropriate fee, if any, as set by resolution of the city council.
3. Upon appeal, the appellant shall, upon written request to the city manager, be provided within fifteen days of said request, at reasonable cost to the appellant, copies of all reports, data or other documentary evidence upon which the citation is based.



WHY A FATS, OILS AND GREASE PROGRAM

INTRODUCTION

Fats, oils and grease (FOG) cause serious problems in the sewer system. FOG sticks to the walls of the pipes when put down the drain. Over time, FOG can restrict the flow in a pipe until a sewer stoppage or overflow occurs. Stoppages and overflows can create smelly, dirty messes — possibly damaging your business, property, profits, as well as the environment. These issues have led the State of California to require local sewer agencies to implement FOG programs. As a result, new legal requirements have been implemented in Imperial Beach to help eliminate the problems caused by FOG. **Imperial Beach Municipal Code Section 13.14 describes requirements for new and existing food service establishments (FSE).** This guide is intended to provide a better understanding of the new requirements.



Clean Pipe



Grease Coated Pipe



Grease Clogged Pipe



Sewer Spill

DON'T GET STUCK PAYING FINES AND CLEANUP COSTS

FOG blockages can cause sewer overflows into businesses, nearby homes or local waterways, potentially causing a loss of business. Overflows impacting public health, water ways and storm drains may result in expensive fines and cleanup costs. Preventing FOG from entering sewers can avoid these problems.

BENEFITS OF KEEPING FOG FROM GOING DOWN THE DRAIN

Preventing grease-related sewer blockages and overflows benefits your business, your pocketbook and the environment by:

- Avoiding expensive clean-up costs and penalties
- Avoiding the loss of business due to sewer back-ups
- Eliminating unnecessary sewer rate increases due to frequent sewer maintenance by the local sewer agency
- Keeping the environment clean

PROPER DISPOSAL OF FATS, OILS AND GREASE BEST MANAGEMENT PRACTICES (BMPS)

TRAINING

Explain that fats, oils and grease (FOG) are a problem when washed down drains, because they can clog the sewers and create overflows, which can impact public health, water ways, and the environment, and can also result in expensive fines and cleanup costs.

SIGNAGE

Post Proper Disposal of Fats, Oils and Grease Best Management Practices (BMPs) signs above sinks and, if possible, on the front of dishwashers.

PROPER WATER TEMPERATURE

Use mild water temperatures (120° F to 140° F) in all sinks. This is especially important in pre-rinse sinks that are used prior to mechanical dishwashers.

DRAIN SCREENS

Install/use removable drain screens in all sink drains (floor sink drains, kitchen sinks, mop sinks and hand sinks) to capture solid materials. The screen openings should be 1/8" to 3/16" and removable to make the screen easy to clean. Adding a second screen can help prevent solid materials from entering the sewer when cleaning the first screen.

CLEAN HOOD FILTERS

Clean exhaust hood filters in sinks, not outside. This prevents pollutants from entering the storm drains.

RECYCLING

Recycle used cooking oil and grease by collecting and storing in a recycling barrel or bin.

SPILLS

Block off sinks and floor drains near any FOG related spill and clean using absorbent materials, such as absorbent sweep or paper towels. Place used absorbent materials in plastic bags before placing in the trash. Outdoor spills should be cleaned with absorbent sweep, then bagged and placed in the dumpster. Prevent grease overflows from entering the storm drain by using dirt or another substance until all grease is cleaned up.

GREASE REMOVAL DEVICES MAINTENANCE

Regularly service grease interceptors and grease traps. Use only licensed waste haulers (see Selecting a Grease Hauler Hauler information sheet). Witness all cleaning and maintenance of outdoor grease interceptors to ensure the device is properly serviced. See Grease Interceptor Maintenance instruction sheet for more information. Manual indoor grease traps should be cleaned weekly at minimum, or daily depending on the use of BMPs, number of customers and type of food served. Clean indoor automatic grease traps daily. Overflows of outdoor interceptors may result in fines and costs associated with clean up. Refer to Grease Trap Maintenance instruction sheet for more information.

RECORD KEEPING

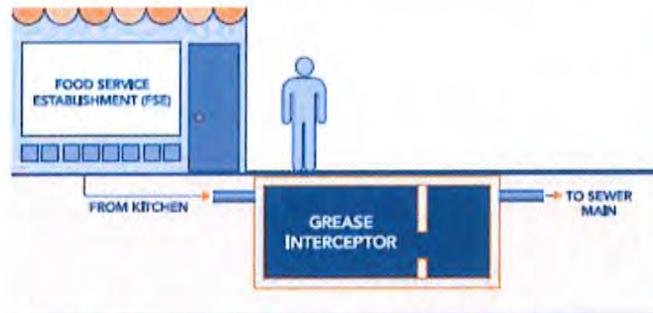
Keep receipts from a California Department of Food and Agriculture licensed grease waste hauler for two years.

GREASE REMOVAL DEVICES

WHAT ARE GREASE REMOVAL DEVICES

Grease removal devices separate fats, oils and grease (FOG) from wastewater before the water enters the sewer. There are large outdoor grease interceptors and smaller indoor grease traps.

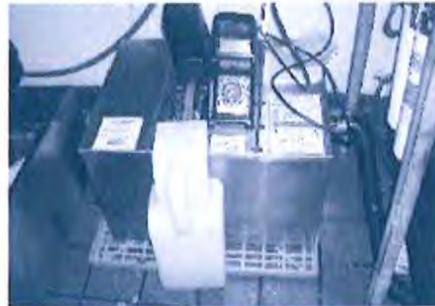
WHICH GREASE REMOVAL DEVICE DO YOU HAVE



Outdoor Underground Grease Interceptor



Sample Indoor
Manual Grease Trap



Sample Indoor
Automatic Grease Trap

WHERE IS THE GREASE REMOVAL DEVICE AT YOUR RESTAURANT

Learn where your grease removal device is located in order to ensure proper maintenance and usage. Proper maintenance of grease interceptors and grease traps prevents FOG from going down the drain, clogging pipes, and potentially causing a sewer backup. We recommend your business install a grease removal device if you do not have a grease removal device. With new regulations you may be required to install a grease removal device. Grease removal devices are approved by the City of Imperial Beach Building Division and inspected by the Public Works Department.

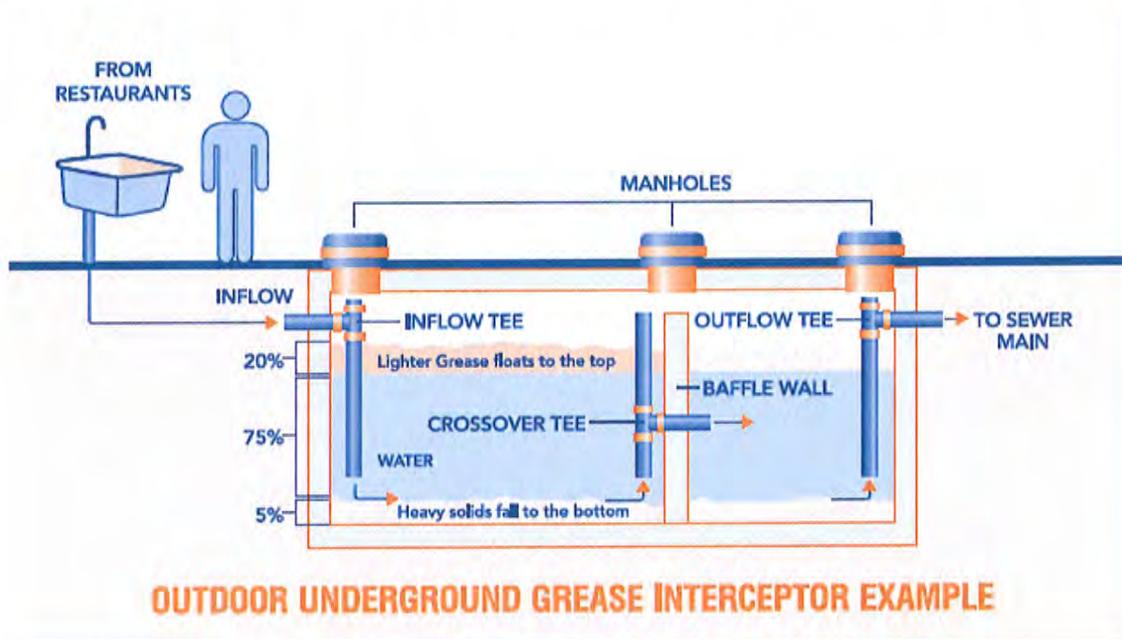
GREASE INTERCEPTOR MAINTENANCE

INTRODUCTION

Interceptors are one of the most effective grease removal devices for food service establishments (FSE). Grease interceptors require less frequent maintenance than other methods to keep fats, oils and grease (FOG) from entering the sewer system and causing overflows. A grease interceptor is an outdoor, in-ground device that removes FOG from wastewater before it enters the sewer.

Wastewater enters the interceptor from kitchen drains, and is slowed down so solids can settle to the bottom as grease floats to the top.

The required maintenance frequency for grease interceptors may be significantly reduced with the proper grease disposal practices. Refer to the Proper Disposal of Fats, Oils and Grease BMPs instruction sheet for more information.



GREASE INTERCEPTOR MAINTENANCE (CONTINUED)

MAINTENANCE

Maintenance of interceptors includes removing all of the liquids and solids and disposing of the material in accordance with all federal, state, and local laws. The Imperial Beach Municipal Code requires FSEs to clean the interceptor when 25 percent of the total volume is a combination of grease and solids. The best way to determine the appropriate pumping interval is to check the interceptor frequently after installation and estimate how long it takes the interceptor to fill up to 25 percent with grease and solids. Consulting with a reputable grease hauler can help to determine the appropriate maintenance schedule for your business.

Check the interceptor monthly, at a minimum, and pump out completely at least once every three months. Waiting too long to clean an interceptor can create an odor problem.

GREASE WASTE HAULER

Removal of solids and liquids from a grease interceptor **must be performed by a licensed grease hauler or recycler/renderer**. Please refer to the Selecting a Grease Hauler information sheet for more information on licensed grease haulers. If possible have an employee verify the grease waste hauler has completely pumped all liquids and solids out of the interceptor.

MAINTENANCE RECORDS

The grease hauler should record the volume of grease and liquid removed and provide a receipt. Keep receipts from California Department of Food and Agriculture licensed grease waste haulers for two years to demonstrate proper interceptor maintenance.

IF AN OVERFLOW OCCURS

Stop water flowing to the interceptor and **notify Public Works of the spill by calling 619-423-8311** as soon as possible. **After hours, call Sheriff's Dispatch at 619-585-7232**. You probably will need to call a plumber to clean sewer lines and verify the interceptor is working properly. If cleaning sewer lines clean from the interceptor outlet to the main sewer line in addition to cleaning the lines from the building to the interceptor inlet. This will help avoid future overflows. Prevent outdoor grease over flows from impacting public health and the environment, including storm drains by containing the overflow using dirt if necessary, or another substance, until all grease is cleaned up. Clean any FOG that is on the ground by using absorbent materials, then placing the materials in plastic bags and place in the trash. Never use water to clean FOG spills.

GREASE TRAP MAINTENANCE

INTRODUCTION

Grease traps require frequent maintenance in order to remove fats, oils and grease (FOG) from wastewater before it enters the sewer. Grease traps are generally under the sink, but can be found in the floor. There are two types of grease traps: manual and automatic.

You should know where your grease trap is located and how to open and maintain it.



Sample Manual Grease Trap*
(Maintenance Recommended Weekly)



Sample Automatic Grease Trap*
(Maintenance Recommended Daily)

BEST MANAGEMENT PRACTICES

Follow the Proper Disposal of FOG Best Management Practices (BMPs) so that traps do not have to be cleaned as often. Refer to the Proper Disposal of Fats, Oils and Grease BMPs instruction sheet for more information.

MAINTENANCE

Automatic indoor grease traps do not clean themselves. **Automatic indoor grease traps should be easily accessible and cleaned daily by removing grease and cleaning out the screening baskets. Manual grease traps need to be cleaned at least weekly, but if the trap is more than 25 percent full of grease after one week, the trap should be cleaned more often.** Never use hot water, acids, caustics, solvents or emulsifying agents when cleaning grease traps. Dishwashers should not be plumbed to grease traps, because of the higher temperature of dishwater and detergents that keep grease from separating from the water.

DISPOSAL OF GREASE TRAP WASTE

Some renderers allow grease from automatic grease traps can be mixed with used cooking oil and grease that is placed in a recycling bin (i.e. tallow bins). Please check with your renderer prior to mixing this waste with recycled cooking oil. After removing grease from a manual grease trap, solidify by mixing with an absorbent material, such as kitty litter, and bagging before disposing in the trash.

MAINTENANCE RECORDS

Food service employees or cleaning services may maintain indoor grease traps. Maintenance records must be kept for three years to demonstrate proper maintenance of the grease trap. Maintenance records should include who cleaned the trap and on what date.

IF AN OVERFLOW OCCURS

Stop the water flowing to the grease trap, let management know immediately and take immediate action to contain the overflow. Notify the City of any overflow. A plumber should be called to clean sewer lines and check if the trap is working properly.

HOW TO RECYCLE KITCHEN GREASE

INTRODUCTION



Recycling used cooking oil and grease from fryers and other cooking equipment keeps fats, oil and grease (FOG) out of the sewer and storm drain systems. The used cooking oil and grease should be collected in sealed bins or sealed containers that can be stored outside. Use a California Department of Food and Agriculture licensed renderer for disposal of recycled kitchen grease. Recycling waste cooking oil helps prolong the life of grease traps and interceptors. Recycled oil is used in animal feed, lubricants, and fuels such as biodiesel. FOG can also be kept out of the sewer and storm drains by solidifying the used grease with absorbent materials in a bag and then place in the trash.

DOS OF COOKING GREASE RECYCLING

- DO train all employees on spill response and reporting procedures, including use of absorbent materials, proper disposal and reporting overflows or spills to management.
- DO save used cooking oil for recycling in sealed bins or sealed containers, by emptying into solid containers that you can easily lift and pour.
- DO combine used oil and grease collected from an automatic grease trap with the recycled grease bin/container, but check with the renderer first.
- DO keep bins and containers sealed, tightly closed or locked to prevent illegal dumping and to keep insects, animals, rainwater and wind out, and if the bins and containers are stored outside, keep them under a roof and away from storm drains.

DON'TS OF COOKING GREASE RECYCLING

- DON'T pour FOG into a sink, floor drain, storm drain, dumpster, plastic bags or on outdoor surfaces or landscaped areas.
- DON'T combine FOG from the manual grease trap or grease interceptor with the recyclable oils and grease.
- DON'T wash recycling area or outdoor spills into the sewer or storm drain.

GREASE BIN CLEANING AREA

- Grease bin storage areas should be located greater than 30 feet away from a storm drain.
- Keep area clean by using absorbent sweep or mop and put dirty mop water in the mop sink.
- Place used absorbent sweep or cat litter, paper towels or similar materials for cleaning in a plastic bag, and secure the bag before placing in the trash.
- Keep spill clean-up kits containing rags, absorbent sweep, kitty litter, etc., nearby the storage area in an accessible location.
- Keep the exterior of the container clean by using absorbent materials to wipe off any noticeable grease.

QUESTIONS TO ASK THE RENDERER

- | | |
|--|---|
| <ul style="list-style-type: none"> • Do you provide the containers for the grease? • If you provide them, what size are the containers? • How often will the grease be picked up? | <ul style="list-style-type: none"> • How often are grease bins replaced? • Do you allow the mixing of "yellow" grease from an automatic grease trap with the recycled grease? • What is the charge for grease recycling? |
|--|---|

SELECTING A GREASE HAULER

INTRODUCTION

Restaurant owners and operators are responsible for properly maintaining their grease removal devices. A reputable grease hauler can help with maintenance by recommending an appropriate cleaning schedule and notifying you of any mechanical problems with the grease interceptor.



By carefully selecting a grease hauler you should:

- receive the service you paid for
- ensure grease is properly managed
- avoid illegal dumping and under bidding
- reduce the chance of experiencing a sewer overflow
- avoid sewer and stormwater fines or penalties

SERVICES SHOULD INCLUDE

Services provided by grease haulers may vary, but at a minimum, should include:

- Complete removal of grease layer, settled solids and wastewater. Do not accept skimming the top layer of grease only, as debris also collects at the bottom of the interceptor.
- A thorough cleaning including removing baffle and lid if possible scraping the sides, lid and baffles to remove as much of the grease as possible, and replacing the baffle and lid.
- Proper disposal of grease waste and water at an approved location.
- A contract which states disposal will comply with all federal, state and local laws and regulations.
- A receipt with the date and volume removed.

TIPS

Ask the hauler/pumper to describe their pumping process. Compare costs of service, availability and scheduling. Average cost of hauling is charged per gallon of waste and costs will vary, so check at least three different companies. Ask other restaurants for their opinions and experiences with grease haulers/recyclers. Witness/observe all activities performed by the grease hauler. If the grease hauler does not provide adequate answers to your questions, you may want to consider interviewing additional grease haulers to provide the service.

For a list of Imperial Beach area grease haulers/pumpers/recyclers, refer to the Yellow Pages under "Grease Traps," "Grease Haulers," and "Septic Tanks and Systems".

REQUIREMENTS FOR NEW AND REMODELED FOOD SERVICE ESTABLISHMENTS

INTRODUCTION

Fats, oils and grease (FOG) cause serious problems in the sanitary sewer system. FOG sticks to the walls of the pipes when poured down the drain and, over time, restricts the flow until a sewer stoppage or overflow occurs. These stoppages and overflows can create smelly, dirty messes, possibly damaging your business, property, and profits, as well as the environment.

REQUIREMENTS

When constructing a new facility that serves food, also known as food service establishments (FSEs), or remodeling an existing FSE, you may be required to install an appropriately sized grease removal device per the California Plumbing Code. Before you begin, we recommend you contact the building division at 619-628-1357 for grease interceptor construction requirements. For further information, you can also visit the Environmental Division Webpage at www.cityofib.com. For more information on grease interceptors see the Grease Removal Device information sheet. Check with the Building Division and the Environmental Division to ensure all plumbing code requirements are met and proper permits are obtained.

GREASE REMOVAL DEVICE MAINTENANCE

Grease removal equipment must be maintained regularly to prevent sewer problems. The device must be pumped when it is 25 percent full with grease and solids. The best way to determine the appropriate interval is to work with your hauler to determine the appropriate cleaning schedule. Refer to the Grease Interceptor Maintenance instruction sheet for more information.

GREASE HAULERS

Use a California Department of Food and Agriculture licensed grease waste hauler or recycler for servicing grease interceptors.

INSPECTIONS, FINES, PENALTIES

Your facility may be inspected at any time to ensure proper maintenance of the grease removal equipment and proper disposal of grease waste.

Expect inspections to occur at least once annually with your annual storm water inspection. If your facility is out of compliance the inspector will re-inspect with escalating penalties until problems are corrected. It is in your best interest to always be in compliance with FOG and storm water regulations in order to reduce inspection frequency and the risk of financial penalties.

If a sanitary sewer overflow occurs, your facility could be held responsible for cleanup costs and potentially be assessed fines and penalties.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER *GB*
MEETING DATE: NOVEMBER 7, 2012
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES DEPARTMENT, KATHLEEN VONACHEN, DIRECTOR *KV*
SUBJECT: A RESOLUTION IMPLEMENTING THE PROVISIONS OF SENATE BILL 1186

BACKGROUND:

SB 1186 was signed into law by Governor Jerry Brown on September 19, 2012. This bill was crafted by its authors to ensure that financially burdened small businesses and local governments in California do not continue to be faced with excessive lawsuits and demand for money letters for minor, easily correctible violations of the Americans with Disabilities Act (ADA) and California's Unruh Civil Rights Act.

SB 1186 received the support of many business and property groups that have been subject to the types of "pre-litigation demand letters" and excessive and expensive lawsuits addressed by the bill. The bill was also supported by the League of California Cities, California Redevelopment Association, and the Commercial Real Estate Development Association, who argued the bill would eliminate frivolous lawsuits and allow businesses an opportunity to cure technical violations of the ADA before being exposed to lawsuits.

DISCUSSION:

SB 1186 makes substantive changes to California disability-related law in numerous areas. Among other things, SB 1186:

- (1) reduces statutory damages and increases litigation protections for defendants who correct violations of disability-related laws;
- (2) bans pre-litigation demands for money where construction-related accessibility violations are alleged;
- (3) requires cities issuing business licenses to collect a state imposed fee of \$1 on applicants and renewal applicants for business licenses to be used to fund increased certified access specialist (CASp) services in their jurisdictions;

(4) requires cities to provide business license applicants with certain information regarding compliance with disability access laws; and

(5) requires cities to comply with SB 1186's reporting requirements and provisions regarding the transfer of funds to the state.

As mentioned above, SB 1186 imposes, on and after January 1, 2013, and until December 31, 2018, an additional state fee of \$1 on all applicants and renewal applicants for a local business license for purposes of increasing disability access and compliance with construction-related accessibility requirements. The money collected by the \$1 fee imposed by the bill is allocated between the City and State. The City retains 70 percent of the fees collected, of which up to 5 percent may be used for related administrative costs. The remaining moneys shall be used by the City to fund increased CASp services in the jurisdiction.

The bill requires the California Commission on Disability Access (CCDA) to promote and facilitate accessibility compliance by developing and disseminating educational materials and information. It also requires local governments to inform all business license applicants that under federal and state law compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public.

The suggested language to be included on the City's business license application & renewal notice is as follows:

Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

- *The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx*
- *The Department of Rehabilitation at www.rehab.cahwnet.gov.*
- *The California Commission on Disability Access at www.cdda.ca.gov*

By adding to the duties of a local entity, this bill imposes a state-mandated local program. The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. As a result, the bill imposes a \$1 fee on business licenses as a source of revenue for local governments to be used to offset the costs of implementing the program.

SB 1186 went into effect immediately upon the Governor's signature as an urgency statute.

The \$1 fee imposed by the SB 1186 does not constitute a tax under Article XIIC of the California Constitution because it is imposed by the state, not the City. As such, the collection of the fee is not subject to voter approval under Proposition 26. Nonetheless, because the fee is being collected by the City, staff suggests implementing this fee in accordance with Government Code § 66018, which requires a noticed public hearing.

The proposed fee will be a \$1 charge collected from all applicants and renewal applicants for a City business license. The proposed fee will be collected as a separate "application fee" (charged separately from the City's regular business license fees), commencing on January 1, 2013.

Staff recommends that the Council conduct a public hearing in accordance with Government Code section 66018 and adopt a resolution approving this fee at the conclusion of the hearing. Notice of the City Council's public hearing was published in accordance with the requirements set forth in the Government Code.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The funds collected by local governments pursuant to SB 1186 from business license applicants and renewal applicants are dedicated to pay for more certified access specialists (CASp) in local building departments, to reduce costs of CASp testing and certification, to strengthen the CASp program by enabling the Division of State Architects (DSA) to develop audit procedures for the CASp program to maintain quality control, develop "best practices" guidelines, and pay for development of more educational and training resources at state and local level to promote compliance.

As described above, local entities could use 5 percent of their collections for administration costs, with the remainder to pay for hiring and training or more CASp for local building departments.

The City of Imperial Beach issues an average of 3,800 business licenses per year. The half year revenue collections for January through June of 2013 would be approximately \$1,900, and approximately \$3,800 for the full year beginning in FY 2013-14. The 70% percent retained by the City would be an estimated \$1,330 in FY 2012-13 and \$2,660 in FY 2013-14. These amounts would be used to implement the CASp provisions in SB 1186 through augmenting the training budget within the City's building department and to defray other administrative costs.

Assuming only one (1.0) building department employee participated in the CASp program training, testing and certification, the City will incur a fiscal impact of an estimated \$2,200 in FY 2012-13 as a result of adopting this resolution and implementing the provisions of SB 1186 related to administering the CASp program at the local level. Additional costs related to making changes to the City's business licenses would also be incurred. The CASp certification requires renewal every three years, so these costs would be incurred every three years assuming only employee participates. These costs are to be offset by the additional estimated revenues collected, as discussed previously.

DEPARTMENT RECOMMENDATION:

It is respectfully requested that the City Council:

1. Conduct a public hearing in accordance with Government Code section 66018;
2. Receive report and public testimony;
3. Close the public hearing;
4. Adopt Resolution 2012-7272 Approving the collection of a \$1 state fee imposed pursuant to the provisions of Senate Bill 1186; and
5. Authorize a supplemental of \$2,200 for FY 2012-13 in the Community Development, Building Division to cover the costs of implementing the CASp program. The funds are dedicated to pay for the costs for training and certification of existing staff to become an access specialist (CASp), to develop "best practices" guidelines, and to pay for development of more educational and training resources to promote compliance with ADA.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

ATTACHMENTS:

1. Resolution No. 2012-7272
2. League of California Municipalities SB 1186 Summary

RESOLUTION NO 2012-7272**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH IMPLEMENTING THE PROVISIONS OF SENATE BILL 1186, INCLUDING THE COLLECTION OF AN ADDITIONAL \$1 STATE FEE ON ALL APPLICANTS AND RENEWAL APPLICANTS FOR A CITY OF IMPERIAL BEACH BUSINESS LICENSE ON AND AFTER JANUARY 1, 2013, AND UNTIL DECEMBER 31, 2018 FOR THE PURPOSE OF INCREASING DISABILITY ACCESS AND COMPLIANCE WITH CONSTRUCTION-RELATED ACCESSIBILITY REQUIREMENTS**

WHEREAS, Senate Bill 1186 (SB 1186) was signed into law by Governor Jerry Brown on September 19, 2012, in order to increase disability access and compliance with construction-related accessibility requirements and ensure that financially burdened small businesses and local governments in California do not continue to be faced with excessive lawsuits and demand for money letters for minor, easily correctible violations of the Americans with Disabilities Act and California Unruh Civil Rights Act; and

WHEREAS, among other things, SB 1186 requires cities issuing business licenses to collect a state imposed fee of \$1 on all applicants and renewal applicants for business licenses to be used to fund increased certified access specialist (CASp) services in their jurisdiction, to provide business license applicants with certain information regarding compliance with disability access laws, and to comply with SB 1186's reporting requirements regarding the transfer of funds to the state; and

WHEREAS, after studying the proposed state imposed fee as presented to the City Council in the staff report for this Resolution, staff recommends that the City Council approve the collection of this \$1 fee from all applicants and renewal applicants for a City of Imperial Beach (City) business license, collected as a separate application fee, charged separately from the City's regular business license fees commencing on January 1, 2013 and until December 31, 2018; and

WHEREAS, the \$1 state imposed fee required to be collected by the City by SB 1186 does not constitute a tax under Article XIIC of the California Constitution because it

is imposed by the state, not City; thus, the collection of this fee is not subject to voter approval under Proposition 26; and

WHEREAS, the City Council has held a duly noticed public hearing to consider implementing the provisions of SB 1186 and the collection of this proposed fee.

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The above recitals are true and correct.

Section 2: The proposed fee is not subject to voter approval under Proposition 26 because it is imposed by the state, not the City, and does not constitute a tax under Article XIIC of the California Constitution.

Section 3: The City Council of the City of Imperial Beach hereby implements the provisions of SB 1186 and approves the collection of an additional \$1 state fee on all applicants and renewal applicants for a City of Imperial Beach business license on an after January 1, 2013, and until December 31, 2018 for the purpose of increasing disability access and compliance with construction-related accessibility requirements and implementation of the provisions of SB 1186.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 21st day of November, 2012, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK

SUMMARY OF PROVISIONS OF SB 1186 (STEINBERG-DUTTON)

1. *Reduced statutory damages and litigation protections for defendants who correct violations*

- A defendant who had hired a certified access specialist (CASp) and had met applicable compliance standards, or a person who had new construction or an improvement approved by the local building department on or after January 1, 2008, would be liable for minimum statutory damages of \$1,000 per offense, instead of \$4,000, when the defendant corrects the alleged construction related accessibility violation within 60 days of being served the complaint.
- A small business defendant (defined as having 25 or fewer employees and no more than \$3.5 million in gross receipts) could have minimum statutory damages liability reduced to \$2,000 for each offense, instead of \$4,000, when defendant corrects an alleged physical accessibility violation within 30 days of being served the complaint.
- These provisions would not apply to reduce statutory damages where the violation was intentional or where the defendant had made or knew of modifications made to the property that was the basis of the plaintiff's claim.
- Does not affect the awarding of actual damages or treble actual damages.
- Defendants who promise to correct a violation within the specified time period also have the option to request an early evaluation conference (EEC) and an immediate mandatory stay of the proceedings, similar to the litigation protections now given to a qualified defendant who had hired a CASp to inspect the property and issue a report on its compliance status.
- Intent is to incentivize defendants to correct violations rather than to settle and fix nothing.

2. *New provisions to prevent stacking of multiple claims to increase statutory damages*

- Requires that in assessing statutory damages in a deterrence claim, the reasonableness of the plaintiff's conduct in light of the plaintiff's obligation (if any) to mitigate damages must be considered by the court in any action alleging multiple claims for the same construction-related accessibility violation on different particular occasions.
- Uncodified intent language states that this new provision reiterates that where multiple claims are asserted for the same conduct on different occasions, a plaintiff must have a reasonable explanation for the asserted need for multiple visits to a site where a known barrier violation would deny full and equal access, in light of the obligation to mitigate damages. The uncodified intent language recognizes also that a case involving multiple claims for the same violation may be appropriate where there is a reasonable explanation, and there are clear instances where the needs of a person with a disability and circumstances may make any mitigation futile or impossible.

3. *Ban on demands for money and new rules for demand letters*

- Bans prelitigation demands for money, where the plaintiff alleges a construction-related accessibility violation and makes a request or demand for money or an offer or agreement to accept money.
- Provides that a demand letter alleging a construction-related violation or asserting a claim may offer prelitigation settlement negotiations, but may not include a specific request or demand for money. A demand letter may not state any specific potential monetary liability

for any asserted claim or claims, and may only state: “The property owner or tenant, or both, may be civilly liable for actual and statutory damages for a violation of a construction-related accessibility requirement.”

- Uncodified legislative intent language states the Legislature’s policy that the abusive use of the right to petition under Section 52 and Section 54.3, does not promote compliance with the accessibility requirements and erodes public support for and confidence in our laws.

4. *New pleading with specificity requirement for demand letters and complaints*

- Requires any demand letter or complaint asserting a construction-related accessibility claim to state facts sufficient to allow the defendant to identify the basis for the claim, including an explanation of the specific access barrier or barriers the claimant encountered or by which the claimant is allegedly deterred, the date or dates of the alleged violations, and the manner in which the barrier was encountered or in which the claimant was deterred.

5. *State Bar review of demand letters; violation of demand letter and demand for money provisions would be grounds for attorney discipline*

- For a three-year period, requires any demand letter alleging a construction-related accessibility violation to be sent to the State Bar. Requires the demand letter to include the attorney’s State Bar license number.
- Provides that a violation of the ban on making a demand for money in a construction-related accessibility claim, or for sending a demand letter that makes a request or demand for money or an offer or agreement to accept money would be cause for attorney discipline.

6. *Mandatory evaluation conference at option of either defendant or plaintiff*

- Allows either party to request a mandatory evaluation conference (MEC) conducted by the court within 90 to 120 days of the request. Similar to the EEC under existing law.
- These defendants would not be eligible for a court stay of the proceedings.

7. *Mandatory notice to property tenant of CASp status of the property*

- Requires property owner and lessor to notify the tenant in the lease form or rental agreement executed on or after July 1, 2013, whether the property being leased or rented has undergone inspection by a CASp, and if so, whether the property has been or has not been determined to meet all applicable construction-related accessibility standards.

8. *California Commission on Disability Access (CCDA) to receive copies of complaints and demand letters and tabulate data on top ten types of violations alleged*

- Requires a copy of any demand letter and any complaint filed in state or federal court that alleges a construction-related accessibility violation to be sent to CCDA. CCDA tabulates the types and frequency of violations alleged and compiles a list of the top ten frequently alleged violations which would be posted on its website. CCDA would also be directed to report the tabulated data to the Legislature.

9. **CCDA to promote and facilitate accessibility compliance**

- Makes it a priority of the commission to develop and disseminate educational materials and information to promote and facilitate disability access compliance.
- Requires CCDA to work with other government agencies to gather, develop, and post education materials on its website.
- Requires CCDA to develop and post on its website, or work with other agencies to develop, toolkits or educational modules to assist businesses to understand its obligations under the law and to facilitate compliance with the top 10 alleged construction-related violations by type.

10. **Required information regarding disability access compliance to businesses upon renewal of business license**

- Requires a city, county, or city and county, to inform the licensee that under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public.
- Requires the local entity to inform the licensee that information about the compliance requirements and how to comply is available at various state agencies, and to list the website addresses of those agencies.

11. **New add-on fee of \$1 to business license fee to strengthen CASp program and develop educational and training resources at state and local level to promote compliance**

- Requires cities and counties to collect a \$1 fee upon issuance or renewal of a business license or similar instrument to pay for more CASp in local building departments, to reduce costs of CASp testing and certification to encourage more private CASp, to strengthen the CASp program by enabling the Division of State Architect (DSA) to develop audit procedures for the CASp program to maintain quality control, develop “best practices” guidelines, and pay for development of more educational and training resources at state and local level to promote compliance.
- Monies collected split 70% to locals, 30% to DSA.
- Local public entities could use 5% of monies for administration costs and the rest would go to pay for hiring and training of more CASp for local building departments. The other 30% would go to newly created Disability Access and Education revolving fund in DSA for the purposes noted above.
- Requires the State Architect to periodically review the CASp certification and examination fees to ensure they are not excessive, while still covering the cost to administer the program.
- Reduces the application fee for a licensed architect, landscape architect, civil engineer, or structural engineer to a maximum of \$250.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER *GB*
MEETING DATE: NOVEMBER 21, 2012
ORIGINATING DEPT.: JACQUELINE M. HALD, CITY CLERK *JMH*
SUBJECT: DESIGN REVIEW BOARD – THREE (3) TERMS EXPIRING
 DECEMBER 31, 2012

BACKGROUND

On August 6, 1997, Council adopted Ordinance No. 97-915 establishing the Design Review Board (DRB). Members of the DRB investigate, review and evaluate the design, layout and other features of proposed developments. The DRB consists of five (5) members. Appointments to the DRB are for four years and members shall not be City Councilmembers, officers, or employees of the City.

DISCUSSION:

Pursuant to Section 2.18.010A(1) of the Imperial Beach Municipal Code, the City Clerk shall advise the City Council of the names of those persons whose term of office on a city commission, board or committee will be expiring thirty days prior to such expiration.

The following DRB members' terms will expire on December 31, 2012:

COMMITTEE MEMBER	DATE APPOINTED
Janet Bowman	November 19, 2008
Shirley Nakawatase	November 19, 2008
Harold Phelps	November 19, 2008

The committee members were informed of their term expirations and have expressed interest in serving another term.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Not a project as defined by CEQA.

FISCAL IMPACT:

None associated with this report.

DEPARTMENT RECOMMENDATION:

1. Mayor recommend reappointment of members Janet Bowman, Shirley Nakawatase, and Harold Phelps to the Design Review Board in accordance with Chapter 2.18.010.C of the I.B.M.C. New terms of office shall begin January 1, 2013 and expire December 31, 2016; and
2. City Council approve Mayor's appointment selections to the Design Review Board.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



AGENDA ITEM NO. 6.2

**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: MAYOR AND COUNCILMEMBERS

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: NOVEMBER 21, 2012

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

SUBJECT: ADOPTION OF RESOLUTION NO. 2012-7267 AUTHORIZING CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SAN DIEGO UNIFIED PORT DISTRICT (PORT DISTRICT) FOR THE ALLOCATION AND USE OF UP TO \$150,000 OF THE PORT DISTRICT'S APPROVED FISCAL YEAR (FY) 2014-2018 CAPITAL IMPROVEMENT PROGRAM (CIP) FUNDS FOR CONSTRUCTION OF THE DATE AVENUE STREET END IMPROVEMENTS

BACKGROUND:

In November 2011, staff was officially informed that the Port of San Diego (the Port) was initiating its Capital Improvement Program (CIP) planning process for fiscal years (FY) 2014-2018. Staff was also advised of changes to the CIP development, specifically as related to adoption of Board of Port Commissioners (BPC) Policy 120 in which the Port provided an opportunity for Member Cities, Port tenants, and the public to propose potential projects for consideration during the Port's CIP review process. BPC Policy 120 also addressed and allowed for the consideration of both On- and Off-Tidelands projects.

During the City Council meeting on November 11, 2011, the City Council provided staff with general direction to staff on proposed projects for which applications would to be submitted to the Port for consideration and/or inclusion in the Port's FY 2014-2018 CIP. After several extension of the submittal deadline, applications were ultimately due to the Port by February 28, 2012.

DISCUSSION:

At the meeting held on October 17, 2012, staff reported to the City Council that the following three projects were approved for funding in the Port's FY 2014-2018 CIP:

Project:	Port Assessment:	Funding:	Fiscal Year:
Imperial Beach Pier Plaza Tot Lot	This project will increase the use of a widely used facility (Pier Plaza)	\$100,000	FY 2014
Imperial Beach Remaining Street Ends	The recommended project is to confirm cost estimates and schedules for all remaining street end projects (including Carnation & Dahlia) by performing a comprehensive study that establishes environmental and design constraints for the remaining street end improvements.	\$200,000	FY 2014
South Seacoast Restroom and Shower Facility	Project will provide a needed facility at the Beach south of the Pier. The first step in this project is a feasibility study. The project is Off-Tidelands	\$75,000	FY 2015

During the meeting on October 19, 2012, staff advised the City Council that it had discussed and assessed the above projects internally in terms of priority and importance with respect to other project needs throughout the City and further advised that these projects may not warrant the allocated expenditures. Staff recommended instead requesting that the Port CIP funds be allocated to the improvement of the Date Avenue Street End.

Included as a part of the Pier South project (formerly the Seacoast Inn) are the Date Avenue Street End Improvements, which include the construction and installation of new public improvements within the Date Avenue public right-of-way between Seacoast Drive and the beach (Ocean Boulevard). The "Date Avenue Street End Improvements" consist of the construction of new sidewalks, curbs, gutters, enhanced roadway paving, parking (including one ADA parking stall), landscaping and irrigation, storm drains and storm water run-off treatment measures, lighting, public safety vehicular and pedestrian beach access and a new, vertical seawall to protect the street end. A Disposition and Development Agreement (DDA) for the Pier South project, entered into on December 16, 2010, between the Former Redevelopment Agency (the "Former Agency"), which was recently assigned to the Imperial Beach Redevelopment Agency Successor Agency (Successor Agency), and Imperial Coast, L.P., commits \$885,797 towards construction of the Date Avenue Street End Improvements. As it appears that the funds allocated for this purpose will not be sufficient to construct all of the Date Avenue Street End Improvements, the Port CIP funds would assist in completing them.

During the meeting on October 19, 2012, therefore, staff recommended and the City Council support the submittal of a revised application for up to \$150,000 of Port FY 2014-2018 CIP funds to be allocated to the Date Avenue Street End Improvements. The revised FY 2014-2018 CIP application would essentially request the reallocation of funds approved for the Tot Lot to be used instead for the Date Avenue Street End Improvements and would also allocate \$50,000 of the Imperial Beach Remaining Street Ends to the Date Avenue Street End Improvements.

Pursuant to the approved DDA for construction of the Pier South Hotel, the \$885,797 allocated to the Date Avenue Street End Improvements shall only be disbursed to the Developer (Pacifica) after providing verification of actual construction costs to the Former Agency/Successor Agency. If and/or when all \$885,797 of Former Agency/Successor Agency funds are expended for the Date Avenue Street End Improvements, any additional construction costs necessary for the construction of these public improvements would then be disbursed to Pacifica utilizing the Port's FY 2014-2018 CIP funds, up to a maximum of \$150,000. Similar to

the disbursement requirements provided for in the DDA, verification of actual construction costs would have to be provided to the City prior to disbursement of these Port CIP funds.

At the time of the last City Council meeting, staff indicated that Port staff was still determining whether or not the FY 2014-2018 CIP funds could be used for construction of the Date Avenue Street End improvements since they are expected to be completed in the next few months, well ahead of the FY 2014-2018 cycle. Port staff requested that the City prepare a Memorandum of Understanding (MOU) to allow for the use of these funds for this purpose. A Draft MOU has been prepared and forwarded to the Port for their review (see Attachment 1). Therefore, staff is recommending that the City Council adopt Resolution No. 2012-7267 authorizing the City Manager to enter into a MOU with the Port to allow for the use of up to \$150,000 of Port FY 2014-2018 CIP funds for the construction of the Date Avenue Street End Improvements. Because the specific terms of the MOU may yet be revised, staff is requesting authorization for the City Manager to enter into the MOU subject to any additional modifications recommended by either the Port or City staff.

FISCAL IMPACT:

There are no direct fiscal impacts to the City with this action. Port FY 2014-2018 CIP funds for Beach totaling \$300,000 in FY 2014 and \$75,000 in FY 2015 have been approved for funding for projects in Imperial Beach. This action would allocate \$150,000 of those funds to be used for the Date Avenue Street End Improvements.

DEPARTMENT RECOMMENDATION:

That the City Council adopt Resolution No. 2012-7267 authorizing the City Manager to enter into a Memorandum of Understanding (MOU), in the general form as contained in Attachment 1, with the San Diego Unified Port District to allow for the use of up to \$150,000 of Port FY 2014-2018 CIP funds for the construction of the Date Avenue Street End Improvements.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Draft MOU Between the City and the Port – Use of FY 2014-2018 CIP Funds for Date Avenue Street End Improvements
2. Resolution No. 2012-7267

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN DIEGO UNIFIED PORT DISTRICT
AND THE CITY OF IMPERIAL BEACH FOR FUNDING FOR THE DATE AVENUE
STREET END IMPROVEMENT PROJECT**

This Memorandum of Understanding (MOU) specifies the relationship between the San Diego Unified Port District (District) and City of Imperial Beach (City) for the Date Avenue Street End Improvement Project by Imperial Coast, L.P., in Imperial Beach.

WHEREAS, on December 16, 2010, the Former Redevelopment Agency of the City of Imperial Beach (Former Agency) and Imperial Coast, L.P., entered into a Disposition and Development Agreement (DDA) for the construction of a new, four-story 78-room hotel located on the Imperial Beach Shoreline between Dunes Park (Daisy Avenue) and Date Avenue; and

WHEREAS, pursuant to the terms of the DDA, the Former Agency (now the Imperial Beach Redevelopment Agency Successor Agency) will provide Imperial Coast, L.P. up to \$885,797 for the construction of the Date Avenue Street End Improvements within the Date Avenue public right-of-way between Seacoast Drive and the beach (Ocean Boulevard) including new sidewalks, curbs, gutters, enhanced roadway paving, parking (including one ADA parking stall), landscaping and irrigation, storm drains and storm water run-off treatment measures, lighting, public safety vehicular and pedestrian beach access and a new, vertical seawall to protect the street end (Date Avenue Street End Improvement Project); and

WHEREAS, on December 12, 1997, the District and the City entered into a Grant of Easement for the Date Avenue Street End which required the District to use its best efforts to (1) construct shoreline protection for this property, (2) provide pedestrian and emergency access, and (3) provide appropriate amenities, including but not limited to, landscaping, hardscape, and lighting; and

WHEREAS, on October 11, 2012, the District and the City entered into a new Easement Agreement combining Date Avenue with all other street ends in the City into one easement agreement which also provides for the maintenance and improvement of these street ends by the District; and

WHEREAS, on June 7, 2012, the District adopted Resolution No. 2012-69 approving projects for the Fiscal Year (FY) 2014-2018 Capital Improvement Program (CIP); and

WHEREAS, in the FY 2014-2018 CIP, the District allocated funding of \$100,000 for the Imperial Beach Pier Plaza Tot Lot and \$200,000 for Imperial Beach Remaining Street Ends during FY 2014; and

Attachment 1

WHEREAS, on October 19, 2012, the City Council of the City of Imperial Beach considered and supported the submittal of a revised District FY 2014-2018 CIP application to reallocate up to \$100,000 from the Imperial Beach Pier Plaza Tot Lot project and up to \$50,000 from the Imperial Beach Remaining Street Ends projects to the Date Avenue Street End Improvement Project; and

WHEREAS, the District has advised the City to submit a revised application for funding the Date Avenue Street End Improvement Project with up to \$150,000 from the District's FY 2014-2018 CIP.

NOW THEREFORE, the parties hereto agree to enter into this MOU effective as of this ___ day of _____, 2012:

1. City shall act as overall Program Manager for implementation of the Date Avenue Street End Improvement Project. The construction may be carried out by the contractor retained by Imperial Coast, L.P., with prevailing wages paid as required pursuant to the DDA.
2. The District shall obtain and provide to the City the necessary funding to contribute to the project costs for a not to exceed amount of One Hundred Fifty Thousand Dollars (\$150,000) solely for the costs to complete the Date Avenue Street End Improvement Project that exceed the Eight Hundred Eight-Five Thousand Seven Hundred Ninety-Seven Dollars (\$885,797) that the former Redevelopment Agency for the City has already committed via the DDA.
3. As a prerequisite to payment, the City shall invoice the District for the costs in excess of Eight Hundred Eight-Five Thousand Seven Hundred Ninety-Seven Dollars (\$885,797) necessary to construct the Date Avenue Street End Improvement Project (Excess Costs), accompanied by records and receipts as required.
4. Within thirty (30) days of receipt of invoice, the District will submit complete payment to City for the Excess Costs in the same amount as charged by the contractor.
5. In case of any unforeseen circumstances or a dispute relating to this MOU, City and District will meet in good faith to resolve issues.
6. This MOU shall commence effective on the date set forth above and shall continue until completion of Date Avenue Street End Improvement Project located in Imperial Beach.
7. This MOU is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

GARY R. BROWN
City Manager
City of Imperial Beach

[District Contact]
[Contact Title]
San Diego Unified Port District

DRAFT

RESOLUTION NO. 2012-7267

A RESOLUTION OF THE CITY COUNCIL OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF IMPERIAL BEACH TO PROVIDE UP TO \$150,000 OF FISCAL YEAR 2014-2018 CAPITAL IMPROVEMENT PROGRAM FUNDS FOR THE CONSTRUCTION OF THE DATE AVENUE STREET END IMPROVEMENTS

WHEREAS, on December 16, 2010, the Former Redevelopment Agency of the City of Imperial Beach (Former Agency) and Imperial Coast, L.P., entered into a Disposition and Development Agreement (DDA) for the construction of a new, four-story 78-room hotel located on the Imperial Beach Shoreline between Dunes Park (Daisy Avenue) and Date Avenue; and

WHEREAS, pursuant to the terms of the DDA, the Former Agency (now the Imperial Beach Redevelopment Agency Successor Agency) will provide Imperial Coast, L.P. up to \$885,797 for the construction of the Date Avenue Street End Improvements within the Date Avenue public right-of-way between Seacoast Drive and the beach (Ocean Boulevard) including new sidewalks, curbs, gutters, enhanced roadway paving, parking (including one ADA parking stall), landscaping and irrigation, storm drains and storm water run-off treatment measures, lighting, public safety vehicular and pedestrian beach access and a new, vertical seawall to protect the street end (Date Avenue Street End Improvement Project); and

WHEREAS, on December 12, 1997, the San Diego Unified Port District (Port District) and the City entered into a Grant of Easement for the Date Avenue Street End which required the District to use its best efforts to (1) construct shoreline protection for this property, (2) provide pedestrian and emergency access, and (3) provide appropriate amenities, including but not limited to, landscaping, hardscape, and lighting; and

WHEREAS, on October 11, 2012, the Port District and the City entered into a new Easement Agreement combining Date Avenue with all other street ends in the City into one easement agreement which also provides for the maintenance and improvement of these street ends by the Port District; and

WHEREAS, on June 7, 2012, the Port District's Board of Port Commissioners adopted Resolution No. 2012-69 approving projects for the Fiscal Year (FY) 2014-2018 Capital Improvement Program (CIP); and

WHEREAS, in the Port District's FY 2014-2018 CIP, the Port District allocated funding of \$100,000 for the Imperial Beach Pier Plaza Tot Lot and \$200,000 for Imperial Beach Remaining Street Ends during FY 2014; and

WHEREAS, on October 19, 2012, the City Council of the City of Imperial Beach considered and supported the submittal of a revised Port District FY 2014-2018 CIP application to reallocate up to \$100,000 from the Imperial Beach Pier Plaza Tot Lot project and up to \$50,000 from the Imperial Beach Remaining Street Ends projects to the Date Avenue Street End Improvement Project; and

WHEREAS, the Port District has advised the City to submit a revised application for funding the Date Avenue Street End Improvement Project with up to \$150,000 from the Port District's FY 2014-2018 CIP funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to enter into a Memorandum of Understanding with the San Diego Unified Port District to provide up to \$150,000 of Fiscal Year 2014-2018 Capital Improvement Program funds for the construction of the Date Avenue Street End Improvements.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of November 2012, by the following vote:

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

JAMES C. JANNEY
MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: NOVEMBER 21, 2012

ORIGINATING DEPT.: CITY MANAGER

SUBJECT: RESOLUTION NO. 2012-7269, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH CREATING THE TEMPORARY POSITION OF SPECIAL PROJECTS MANAGER AND ADOPTING THE JOB DESCRIPTION; AND

RESOLUTION NO. 2012-7270, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH APPOINTING MICHAEL MCGRANE AS SPECIAL PROJECTS MANAGER AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL PROJECTS MANAGER EMPLOYMENT AGREEMENT

DISCUSSION:

The City Manager seeks to create a new temporary position of Special Projects Manager to oversee administration and implementation of Citywide programs or projects, conduct organizational and operational audits, assist with budget review, analysis and audits, and perform other high level responsibilities as assigned. The Special Projects Manager will also assist with the ongoing projects and issues related to redevelopment. The Special Projects Manager will be a temporary Executive Management position and exempt from the City's Competitive Service. This position will be an at-will position that serves at the will and the pleasure of the City Manager. The attached Resolution 2012-7269, creates the temporary position of Special Projects Manager and adopts the job description for that position.

Also before the Council is the appointment of the newly created Special Projects Manager. Michael McGrane served as the City's Finance Director from November 2007, through his retirement in July 2012. Mr. McGrane was an extraordinarily creative Finance Director and a valuable asset to the City. Mr. McGrane was critical and instrumental in handling projects and issues related to redevelopment. Under state law governing the California Public Employers' Retirement System (CalPERS), a worker that retired from an employer that contracts with CalPERS for retirement benefits may consider going back to work for his former CalPERS employer as a "retired annuitant." A retiree can work for a CalPERS employer without reinstatement from retirement as a retired annuitant with certain restrictions. State law allows the appointing power to appoint a retiree if the person has specialized skills needed to perform work of a limited duration. Due to the ongoing redevelopment issues and upcoming financial audits, appointing Mr. McGrane is necessary to fill a critically needed position, and the appointment must take place before 180 days has passed since Mr. McGrane's retirement from the City.

Under no circumstances may the retired annuitant work more than 960 hours in a fiscal year. Recent state law changes require that the compensation for the retired annuitant cannot exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule for the vacant position divided by 173.33 to equal an hourly rate. In addition, the retired annuitant may not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to this hourly rate.

Mr. McGrane has the unique knowledge of the City's departments, finances and business, and the experience and skills necessary for the position of Special Projects Manager. The Special Projects Manager is a temporary position and is of limited duration while the specific projects and programs are underway. The attached resolution 2012-7269 appoints Mr. McGrane as the Special Projects Manager and authorizes the City Manager to execute Special Projects Manager Employment Agreement that will comply with the CalPERS requirements.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The total cost of the remaining 300 hours available for Mr. McGrane to work will not exceed \$20,000 and will be funded from the approved transitional budget. The current approved budget included \$425,000 for transitional funding for the organization to reduce its size and to provide funding for potential legal costs associated with the elimination of the Redevelopment Agency.

DEPARTMENT RECOMMENDATION:

It is recommended that the City Council adopt the following resolutions:

- 1) Resolution No. 2012-7269, creating the temporary position of Special Projects Manager and adopting the job description for that position.
- 2) Resolution No. 2012-7270, appointing Michael McGrane as Special Projects Manager and authorizing the City Manager to execute a Special Projects Manager employment agreement.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Resolution No. 2012-7269
2. Resolution No. 2012-7270
3. Job Description

RESOLUTION NO 2012- 7269

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH CREATING THE TEMPORARY POSITION OF SPECIAL PROJECTS MANAGER AND ADOPTING THE JOB DESCRIPTION

WHEREAS, the City Manager seeks to create a new temporary position of Special Projects Manager to oversee administration and implementation of Citywide programs or projects, conduct organizational and operational audits, assist with budget review, analysis and audits, and perform other high level responsibilities as assigned; and

WHEREAS, the City Manager has the duty and responsibility under Imperial Beach Municipal Code Section 2.04.060 to control, direct, appoint and remove subordinate officers and employees; and

WHEREAS, the position will be a temporary Executive Management position, and exempt from the City's Competitive Service; and

WHEREAS, the position will be for at-will employment, will serve at the will and the pleasure of the City Manager, and will report to the City Manager or his or her designee; and

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

Section 1: That the above recitals are true and correct.

Section 2: That the City Council hereby creates the temporary position of Special Projects

Manager and adopts the attached job description outlining the duties and responsibilities for this position.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 21st day of November, 2012, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK

RESOLUTION NO 2012-7270

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH APPOINTING MICHAEL MCGRANE AS SPEICAL PROJECTS MANAGER AND AUTHORIZING THE CITY MANAGER TO EXECUTE SPECIAL PROJECTS MANAGER EMPLOYMENT AGREEMENT

WHEREAS, the position of Special Projects Manager requires specialized knowledge and skills; and

WHEREAS, Michael McGrane served as the City's Finance Director from November 2007, through July 2012, prior to his retirement; and

WHEREAS, the City desires to employ Michael McGrane as Special Projects Manager because of his unique knowledge, skills, and experience; and

WHEREAS, Michael McGrane is qualified to perform the responsibilities of Special Projects Manager, a position deemed to be temporary and of limited duration; and

WHEREAS, Mr. McGrane has certified in writing to the City that he has not received any unemployment insurance compensation arising out of prior employment with a public agency within the last 12 months; and

WHEREAS, the City Council finds that the hiring of Michael McGrane to the position of Special Projects Manager is necessary to fill a critically needed position, and it is necessary that the appointment take place before 180 days has passed since Mr. McGrane's retirement from the City.

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

1. The above recitals are true and correct.
2. The City Council appoints Michael McGrane as Special Projects Manager effective DATE.

3. That the City Council approves and authorizes the City Manager to execute Special Projects Manager Employment Agreement between the City of Imperial Beach and Michael McGrane.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 21st day of November, 2012, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK

POSITION DESCRIPTION

Title:	Special Projects Manager	Job Number:	
Department:	Finance	W/C Number:	
Division:	Executive Management	Union:	None
Date:	November 21, 2012	Location:	City of Imperial Beach

GENERAL PURPOSE

Under direction, the Special Projects Manager performs highly responsible, complex, and varied professional administrative and analytical work in the development, implementation, and administration of Citywide programs or projects and the implementation of Citywide strategic initiatives, conducts organizational analysis, operational audits and analysis; productivity studies, and other complex analyses; conducts, budget review and analysis; evaluates impact of new or proposed legislation; and coordinates activities of the City Manager's office with other departments, divisions, and/or outside agencies.

The Special Projects Manager performs the most complex studies in support of the City Council, and City Manager's Office, requiring the incumbent to coordinate multiple activities and resources and resolve difficult problems and issues. The Special Projects Manager coordinate's carious complex programs, conduct strategic planning and analysis, assist in planning and directing Citywide programs and operations, and provide liaison with the City Council, department heads, community organizations, and other private sector individuals. The Special Projects Manager is typically involved in multi-department, Citywide budget, program, project or analysis.

SUPERVISION RECEIVED

Works under the general supervision of the City Manager or Assistant City Manager.

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Coordinates major citywide programs or projects, coordinates strategic planning efforts; conducts complex studies, surveys, and focus groups, collects information of difficult operational and administrative problems; compiles and analyzes information, develops and evaluates options, prepares and presents recommendations for review by management.
- Confers with department heads, employees, and interested parties regarding existing and proposed policies and procedures; assists in development and implementation of policies, procedures, goals, and objectives.
- Conducts detailed and complex organizational studies pertaining to work flow, time and cost factors, administrative systems, records and filing systems, procedures, staffing levels, and organizational structures to determine potential areas for organizational improvement.
- Coordinates and participates in the preparation of the annual operating and capital improvement budgets; evaluates requests for additional funding, projects, and other supplemental requests; and assists in monitoring and controlling budget activities.
- Evaluates or assists in the evaluation of new or proposed legislation, rules, and regulations; confers with affected parties; determines potential impacts to City operations and finances, and reports findings; analyzes, interprets, and applies policies, procedures, and regulations.
- Coordinates activities of the City Manager's Office with City departments and division, and with outside agencies; meets with citizen groups, represents the city in the coounity; at meetings, and at conferences.
- Performs other or related duties as assigned.

**City of Imperial Beach
Special Projects Manager (continued)**

PERIPHERAL DUTIES

May serve as a member of various employee committees.

DESIRED MINIMUM QUALIFICATIONS

Education & Experience

Ten years of professional level governmental administrative and analytical experience in Municipal Government including two years of professional level experience in one or more of the following: Budget, strategic planning, policy analysis or organizational development.

Graduation from an accredited four-year college or university with major coursework in business or public administration or a closely related field.

Possession of a valid Class C California Driver's License with a safe driving record.

KNOWLEDGE OF:

- Advanced principles, practices and techniques of public administration and public policy.
- Principles and practices of organization, management, supervision, and team building.
- Advanced principles and practices of organizational, financial, and policy analysis.
- Principles, methods, and practices of municipal finance, budgeting, and accounting.
- Advanced research, analytical, and statistical methods, techniques, and procedures.
- Project management.
- Computer applications including spreadsheet, database, word processing, and presentation software.
- Applicable Federal, State, and local laws, rules, and regulations.
- Technical report writing.

ABILITY TO:

- Analyze a variety of complex administrative and organizational problems and to make sound policy and procedural recommendations.
- Communicate clearly, verbally and in writing.
- Establish and maintain effective working relationships with others.
- Interpret and apply laws, regulations, and policies.
- Prepare comprehensive and accurate reports.
- Work effectively with sensitive and confidential information in a political environment.
- Adjust to rapidly shifting priorities and timelines.
- Work effectively with multidisciplinary teams.
- Facilitate groups.

PHYSICAL DEMANDS

Primary functions require sufficient physical ability to work in an office setting and operate office equipment. CONTINUOUS sitting and upward and downward flexion of neck; fine finger dexterity; light to moderate finger pressure to manipulate keyboard, equipment controls, and office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending, stooping, pushing/pulling, and twisting at waist; moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 20 lbs. from below waist to above shoulders and transporting distances up to 50 yards. OCCASIONAL squatting, kneeling, and reaching above and at shoulder height; moderate grasp to manipulate reference books and manuals; lifting objects weighing 20-35 lbs. from below waist to above shoulders and transporting distances up to 50 feet.

**City of Imperial Beach
Special Projects Manager (continued)**

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

Hearing: Hear in the normal audio range with or without correction.

WORK ENVIRONMENT

Standard office setting. CONTINUOUS working indoors, dust from paperwork. Work schedule is 9/80 with alternating Fridays off in a biweekly period. Work environment is both formal and informal, team oriented, having variable tasks, pace, and pressure. Work is performed indoors in office and in meeting rooms.

Other Factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.

SELECTION GUIDELINES

Formal applications, rating of education and experience; oral interviews and references check; job related tests may be required.

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

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

Approval: _____
City Manager

Personnel Administrator

Effective Date: _____

Resolution No. _____



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: NOVEMBER 21, 2012

ORIGINATING DEPT.: PUBLIC WORKS *HWL*

SUBJECT: AFFIRMATION OF ADVERTISEMENT OF REQUEST FOR BIDS (RFB) FOR THE ECO-BIKEWAY CONSTRUCTION PROJECT (CIP S05-104)

BACKGROUND:

On June 20, 2012, City Council adopted Resolution No. 2012-7222 authorizing staff to submit an application to SANDAG for Active Transportation Grand funds for the Eco Bikeway – 7th and Seacoast CIP Project - (S05-104) in the amount of \$1,500,000. On July 17, 2012, staff submitted the grant application to SANDAG. On September 28, 2012 SANDAG Board of Directors approved the Active Transportation Grant application for the Eco Bikeway construction for funding in the amount of \$1,500,000. On October 23, 2012, SANDAG held a grant awardee kick off meeting in which Imperial Beach staff attended. The kick off meeting provided the template for the grant award agreement and an explanation of the requirements within the agreement. SANDAG staff has promised to have the agreement, formatted for the City of Imperial Beach project, delivered to the City for signature in late November 2012.

Resolution No. 2012-7222 also authorized a project match in the amount of \$600,000 using City's TRANSNET moneys.

DISCUSSION:

The plans and specifications for the project construction had previously been prepared and were ready for advertisement. The Engineer's estimate time for the construction of the project was 120 calendar days. In consideration of the extensive work required on Palm Avenue, the anticipated negative impact on through traffic during summer beach going months and the future Pier South Hotel opening, staff made the decision to advertise for RFB as soon as possible. Thus, subsequent to the SANDAG kick off meeting, staff advertised for a RFB from general construction contractors for the construction of the project. The bids are scheduled to be opened at an advertised public meeting Thursday, November 29, 2012 at 2:30 p.m.

This staff report is prepared to give City Council an update on the project, but more importantly to give City Council an opportunity to affirm that there is an interest in pressing forward with the project construction this winter and spring. Although the Engineer's estimated construction time is 120 calendar days, 4 calendar months, there is a risk that the construction may not be complete before the start of the summer beach going months. Staff will work diligently with the selected contractor to complete the road work before the summer season, but there are always

risks due to weather, contractor's work schedule, and unforeseen circumstances that the project cannot be completed as estimated.

The estimated timeline is:

- | | |
|--|-------------------|
| • Open and evaluate bids | November 29, 2012 |
| • Council Award Contract | December 5, 2012 |
| • Pre-Construction Meeting | December 20, 2012 |
| • Approval of submittals and completion of Pre-construction requirements | January 24, 2013 |
| • Notice to proceed | February 4, 2013 |
| • Construction complete (120 calendar days) | June 4, 2013 |

If Council determines it is not in the best interest of the City to proceed with immediate construction of the Eco-Bikeway project, staff would propose cancelling the current RFB and to proceed with construction plans for construction commencing in the fall of 2013.

ENVIRONMENTAL DETERMINATION:

The BTP and associated CEQA adopted in 2008 analyzed and accepted the installation of a Class 2 bikeway on Palm Avenue – 3rd Street to 7th Street – and Class 3 bikeway on 7th Street – Palm Avenue to the Bayshore Bikeway. Thus there is no further environmental review necessary.

FISCAL IMPACT:

The decision to affirm staff action or to reject staff action has no change in the fiscal impact. The project is funded as follows:

- | | |
|---------------|-----------------------------|
| • \$1,500,000 | Active Transportation Grant |
| • \$ 600,000 | TransNet (Prop A) |

Engineer's estimated construction cost is \$2,100,00

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Discuss the pros and cons of affirming staff action
3. Authorize staff to proceed with the advertisement and opening of bids as described herein.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY & CITY COUNCIL

TO: CHAIR AND MEMBERS OF THE SUCCESSOR AGENCY AND
MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GARY BROWN, EXECUTIVE DIRECTOR / CITY MANAGER 

MEETING DATE: NOVEMBER 21, 2012

ORIGINATING DEPT.: GREG WADE, DEPUTY DIRECTOR / ASSISTANT CITY MANAGER 

SUBJECT: 2003 TAX ALLOCATION BOND - NOVEMBER 2012 DEBT
SERVICE PAYMENT

BACKGROUND:

The former Imperial Beach Redevelopment Agency issued tax allocation bonds on December 2, 2003. Debt service payments for this bond issue are due annually 5 working days before June 1 and December 1. The next debt service payment is due November 26, 2012 and totals approximately \$533,000. Payment of this debt is problematic given the limited resources available under the new legislation that ended redevelopment agencies. Staff will present options to address the debt service payment at the November 21, 2012 meeting.

FISCAL IMPACT:

The bond payment for the 2003 Tax Allocation Bond is an interest only payment and totals approximately \$533,000. The debt service interest payment on the 2010 Tax Allocation Bond was prefunded from capitalized interest and will be paid by funds held by the Bond Trustee.

ENVIRONMENTAL DETERMINATION:

This item is not subject to the California Environmental Quality Act ("CEQA") review.

DEPARTMENT RECOMMENDATION:

Staff recommends the Successor Agency and City Council provide direction on options to address the debt service payment.

EXECUTIVE DIRECTOR'S / CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.