



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

MAY 7, 2014

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

CLOSED SESSION MEETING – 5:15 P.M.

REGULAR MEETING – 6:00 P.M.

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

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

CLOSED SESSION CALL TO ORDER

ROLL CALL BY CITY CLERK

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Govt. Code section 54956.9(d)(2): (2 cases)
Facts and circumstances pursuant to Govt. Code section 54956.9(e)(3)

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

ADJOURN CLOSED SESSION

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

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

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.*

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.

PRESENTATIONS (1.1)

1.1* SHERIFF'S DEPARTMENT UPDATE BY PUBLIC SAFETY DIRECTOR CLARK AND SHERIFF'S LT. MARK RYAN. (0260-80)

- * No staff report.

CONSENT CALENDAR (2.1-2.7)- *All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.*

2.1 MINUTES.

Recommendation: Approve the minutes of the April 2, 2014 Regular City Council Meeting.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Recommendation: Ratify the following registers: Accounts Payable Numbers 84389 through 84514 with a subtotal amount of \$302,615.84 and Payroll Checks/Direct Deposits 45851 through 45896 for a subtotal amount of \$269,980.00 for a total amount of \$572,596.64.

2.3 ADOPTION OF RESOLUTION NO. 2014-7475 AUTHORIZING THE CITY MANAGER TO SIGN THE SECOND AMENDMENT TO THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM REGIONAL STORM WATER COPERMITTEE MEMORANDUM OF UNDERSTANDING. (0770-85)

Recommendation: Adopt resolution.

2.4 ADOPTION OF RESOLUTION NO. 2014-7476 APPROVING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM SAN DIEGO BAY WATERSHED MANAGEMENT AREA MEMORANDUM OF UNDERSTANDING. (0770-85)

Recommendation: Adopt resolution.

2.5 ADOPTION OF RESOLUTION NO. 2014-7478 APPROVING AND ADOPTING THE SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221. (0540-50)

Recommendation: Adopt resolution.

2.6 ADOPTION OF RESOLUTION NO. 2014-7477 AUTHORIZING THE PUBLIC WORKS DIRECTOR OF THE CITY OF IMPERIAL BEACH TO SUBMIT A 2014 ACTIVE TRANSPORTATION PROGRAM GRANT APPLICATION FOR THE CITY OF IMPERIAL BEACH COMPLETE STREETS PLAN FOR SAFE ROUTES TO SCHOOL AND COMMUNITY. (0150-30 & 0720-25)

Recommendation: Receive report and adopt resolution.

2.7 ADOPTION OF RESOLUTION NO. 2014-7479 AUTHORIZING THE AUTOMATIC RENEWAL OF THE COOPERATION AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND CITY OF IMPERIAL BEACH FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR AN ADDITIONAL THREE CONSECUTIVE PERIODS COVERING JULY 1, 2015 THROUGH JUNE 30, 2018. (0650-34)

Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING(3)

None.

PUBLIC HEARINGS (4)

None.

REPORTS (5.1-5.2)

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

Recommendation: None.

5.2 PRESENTATION ON PORT DISTRICT ACTIVITIES BY PORT COMMISSIONER MALCOLM. (0150-70)

Recommendation: Receive update presentation and provide questions, comments and direction as needed.

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

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURNMENT

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

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

www.imperialbeachca.gov

/s/
Jacqueline M. Hald, MMC
City Clerk

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

APRIL 2, 2014

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

REGULAR MEETING – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

CITY CLERK HALD called the City Council meeting to order at 6:00 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present: Bilbray, Spriggs, Bragg
Councilmembers absent: None
Mayor Absent: Janney
Mayor Pro Tem Absent: Patton
Staff Present: City Manager Hall, City Attorney Lyon, City Clerk Hald, Assistant City Manager Wade, City Planner Nakagawa, Administrative Services Director Bradley

In accordance with Imperial Beach Municipal Code §2.12.080.A, CITY CLERK HALD announced that in the absence of the Mayor and the Mayor pro tempore, she called the council to order, and the Councilmembers who are present will elect a temporary presiding officer, who will serve until the arrival of the Mayor or Mayor pro tempore or until adjournment.

MOTION BY SPRIGGS, SECOND BY BILBRAY, TO SELECT COUNCILMEMBER BRAGG AS THE TEMPORARY PRESIDING OFFICER. MOTION CARRIED BY THE FOLLOWING VOTE:

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

PLEDGE OF ALLEGIANCE

COUNCILMEMBER BRAGG led the Pledge of Allegiance.

AGENDA CHANGES

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO PULL ITEM NO. 5.2 - RESOLUTION NO. 2014-7468 AFFIRMING THE FISCAL YEAR 2014/2015 SEWER SERVICE CHARGE RATES FOR SANITARY SEWER SERVICE AS APPROVED AND ADOPTED BY ORDINANCE 2013-1138 ON MAY 15, 2013 FROM THE AGENDA AND HAVE THE ITEM CONSIDERED BY CITY COUNCIL ON APRIL 16, 2014 WHEN ALL COUNCILMEMBERS ARE PRESENT. MOTION CARRIED BY THE FOLLOWING VOTE:

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

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO PULL ITEM NOS. 2.4 AND 2.5 FROM THE CONSENT CALENDAR FOR DISCUSSION AT THE END OF THE AGENDA. MOTION CARRIED BY THE FOLLOWING VOTE:

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

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

None.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

MARCUS BOYD spoke in support for safe access to medical marijuana in Imperial Beach. He provided City Council with copies of AB 721, defining transportation of cannabis. He stated that patients who possess cannabis for medicinal use should not be affected. He requested that Sheriff's Deputies be provided with updated training and that they understand how the cannabis law works and how it is defined in California. He stated that he is not promoting the legalization or broad use of cannabis, but rather responsible regulation of medical cannabis access and equal patient rights in Imperial Beach. (Additional speaking time donated by MICHAEL RAMIREZ).

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1-2.3)

A revised Page 1 of the March 5, 2014 Regular Meeting Minutes was submitted as Last Minute Agenda Information.

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THROUGH 2.3. MOTION CARRIED BY THE FOLLOWING VOTE:

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

2.1 MINUTES.

Approved the minutes of the February 19, 2014 and March 5, 2014 (as revised) Regular City Council Meetings.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 84215 through 84295 with a subtotal amount of \$736,916.57 and Payroll Checks/Direct Deposits 45799 through 45825 for a subtotal amount of \$124,975.72 for a total amount of \$861,892.29.

2.3 RESOLUTION NO. 2014-7466 FOR THE SALE OF CERTAIN SURPLUS CITY PROPERTY. (0380-45)

Approved resolution.

ORDINANCES – INTRODUCTION/FIRST READING(3)

None.

PUBLIC HEARINGS (4)

None.

REPORTS (5.1-5.4)

5.1 NO ITEM.

5.2 RESOLUTION NO. 2014-7468 AFFIRMING THE FISCAL YEAR 2014/2015 SEWER SERVICE CHARGE RATES FOR SANITARY SEWER SERVICE AS APPROVED AND ADOPTED BY ORDINANCE 2013-1138 ON MAY 15, 2013. (0830-95)

A correction to page 1 of Resolution No. 2014-7468 was submitted as last minute agenda information.

This item was removed from Agenda by prior City Council action.

5.3 CONSIDERATION OF RESOLUTION NO. 2014-7469 AUTHORIZING THE ACCEPTANCE OF CALTRANS RELINQUISHMENT OF A PORTION OF STATE ROUTE 75 TO FURTHER FACILITATE THE REALIGNMENT OF THE PALM AVENUE/STATE ROUTE (SR) 75 INTERSECTION AND RIGHT-OF-WAY ADJACENT TO THE PROPOSED BREAKWATER PROJECT. (0150-30, 0480-80 & 0600-20)

CITY MANAGER HALL introduced the item.

ASSISTANT CITY MANAGER WADE announced that Resolution No. 2014-7469 will not be considered tonight because the exhibit to the resolution was not finalized. He gave a PowerPoint presentation on an overview of the Palm Avenue Mixed Use & Commercial Corridor Master Plan and asked for input and direction on the possibility of accepting a total relinquishment of Palm Avenue/State Route 75 from Caltrans to the City. He noted that Staff requested Caltrans to conduct an analysis of the roadway for its deficiencies in standards.

CITY MANAGER HALL announced that the City of San Diego received a grant to look at their section of Highway 75 and noted that it would be a good time to work in tandem with them.

COUNCILMEMBER BRAGG spoke in support for a cohesive design on Highway 75.

COUNCILMEMBER SPRIGGS spoke in support for gathering more information as long as the request does not obligate the City to move forward with the relinquishment. He expressed interest in knowing how Caltrans and the Navy would consider having a reduction in the number of lanes and a reduction in the speed limit with the street being an access road to North Island. He spoke of the importance of being aware of any nuances and influences that may come to bare.

COUNCILMEMBER BILBRAY spoke about the importance of examining the potential financial impacts should the City Council decide to accept Highway 75.

ASSISTANT CITY MANAGER WADE spoke about the review and evaluation process. He announced that there will be a Palm Avenue Master Plan community workshop on April 29 and that there will be an active engagement process that will include Caltrans, the Navy, and resource agencies.

COUNCILMEMBER BRAGG suggested the following: that the City move forward cautiously, staff return to City Council with the transportation system analysis evaluation report, that involving the Navy is a must, and that it is critical for Imperial Beach to attend the City of San Diego meetings.

5.4 POLICY DISCUSSION OF PROPOSED REVISIONS TO THE IMPERIAL BEACH SIGN CODE RELATED TO DIGITAL SIGNS (MF 1046). (0670-95)

CITY MANAGER HALL introduced the item and suggested that City Staff give an overview of the item tonight, continue to gather information and have discussions with the Chamber of Commerce and other business groups, then return to a future City Council meeting with the additional information when the full City Council is in attendance.

CITY PLANNER NAKAGAWA gave a PowerPoint presentation on the item.

COUNCILMEMBER SPRIGGS supported a presentation to the full City Council. He noted that on the PowerPoint presentation made by staff, an "outside person, object or event" rated the highest for distracting drivers.

CITY MANAGER HALL stated that City Staff will return to City Council with additional information in May or June.

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

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (2.4-2.5)

2.4 RESOLUTION NO. 2014-7467 DECLARING APRIL AS "ENVIRONMENTAL AWARENESS MONTH" IN THE CITY OF IMPERIAL BEACH. (0230-40)

CITY MANAGER HALL reported on the activities that will occur during Environmental Awareness Month.

COUNCILMEMBER BRAGG suggested that City Staff announce the events on the mobile digital signs.

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO APPROVE THE DECLARATION AND ADOPT RESOLUTION NO. 2014-7467 DECLARING APRIL AS "ENVIRONMENTAL AWARENESS MONTH" IN THE CITY OF IMPERIAL BEACH. MOTION CARRIED BY THE FOLLOWING VOTE:

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

2.5 FISCAL YEAR 2013 AUDIT UPDATE. (0310-10)

ADMINISTRATIVE SERVICES DIRECTOR BRADLEY gave a report on the item. In response to Councilmember Spriggs' question about any material or nonmaterial findings regarding the City's financial processes, he stated that in his letter he recognized the items indicated by the auditors as being deficiencies, he outlined certain corrective actions, provided timelines and stated who is responsible for correcting those deficiencies. He also stated that in some instances some of the findings were already corrected and he reviewed some of the processes than have been corrected/changed.

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO RECEIVE THE FISCAL YEAR 2013 FINANCIAL AUDIT AND RELATED DOCUMENTS. MOTION CARRIED BY THE FOLLOWING VOTE:

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

ADJOURN REGULAR MEETING

COUNCILMEMBER BRAGG adjourned the meeting at 7:25 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: ANDY HALL, CITY MANAGER *AW FOR*
MEETING DATE: MAY 7, 2014
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *DSB*
SUBJECT: RATIFICATION OF WARRANT REGISTER

EXECUTIVE SUMMARY:

Approval of the warrant register in the amount of \$ 302,615.84 and the payroll checks in the amount of \$269,980.80.

BACKGROUND:

None

ANALYSIS:

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: _____

The following registers are submitted for Council ratification:

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
84389-84432	04/10/2014	\$ 104,638.24
84433-84443	04/21/2014	\$ 56,819.78
84444	04/24/2014	\$ 300.00
84445-84514	04/25/2014	\$ 140,857.82
	Sub-Total	\$ 302,615.84
<u>Payroll Checks/Direct Deposit</u>		
45851-45875	P.P.E. 4/03/14	\$ 134,464.50
45876-45896	P.P.E. 4/17/14	\$ 135,516.30
	Sub-Total	\$ 269,980.80
	TOTAL	\$ 572,596.64

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

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

RECOMMENDATION:

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

Attachments:

1. Warrant Register

City of Imperial Beach

Warrant Register Back-up

April 10, 21, 24 & 25, 2014

	Actual	Notes
PROFESSIONAL SERVICES		
CITY OF CHULA VISTA	\$ 19,064	\$17,741 March Animal Control Service + \$1,323 After hours calls
DELTA SOLAR ELECTRIC	\$ 11,500	Clean and green 425 8th St.
OSCAR MAHEDA	\$ 8,300	Clean and green 1042 Florida, 1152 9th, 1220 8th St.
CHARLES KING CO INC	\$ 7,534	Annual Main Line Repairs
HARLAN CONSTRUCTION	\$ 5,840	Clean and green 1220 8th St.
U.S. BANK CORPORATE PAYMENT SYSTEMS	\$ 4,410	Roundabout demo., Recycle bins
LANCE, SOLL & LUNGHARD LLP	\$ 3,555	Clean and green 425 8th St.
TRENTMAN CORPORATION	\$ 3,176	FY2013 Audit Final Invoice (\$27,053 Total Cost)
KOA CORPORATION	\$ 1,435	Anchors, posts, base
BARROWS CONSTRUCTION	\$ 1,425	March Invoice 13th St Bikeway
WHITE CAP CONSTRUCTION SUPPLY	\$ 966	Clean and green 9th St.
THYSSENKRUPP ELEVATOR	\$ 801	
PATRIOT ENVIROMENTAL SERVICES	\$ 620	
KEYSER MARSTON ASSOC INC	\$ 605	
PARS	\$ 400	
DRUG TESTING NETWORK INC	\$ 353	
D.A.R. CONTRACTORS	\$ 347	
KENNEY ROOFING	\$ 280	
KIM A. MIKHAEL	\$ 270	
GOOGLE, INC.	\$ 211	
JACQUELINE SUE STENZEL	\$ 160	
PERLITA SHOUSE	\$ 46	
CALIFORNIA ALUMINUM & VINYL WINDOWS	\$ -	
PAYROLL EXPENSE	\$ 33,187	
EQUIPMENT	\$ 22,341	Spoilvac/hose rack
GAS & ELECTRIC (SDG&E)	\$ 21,384	Gas and electric
OPERATING SUPPLIES		
U.S. BANK CORPORATE PAYMENT SYSTEMS	\$ 11,182	Misc supplies
GRAINGER	\$ 2,752	misc tools and supplies within Public Works Department
ROBERTSON'S	\$ 2,216	Concrete for Street Maintenance or improvements
WAXIE SANITARY SUPPLY	\$ 721	
WHITE CAP CONSTRUCTION SUPPLY	\$ 700	
ABY MFG GROUP, INC.	\$ 649	
G & G BACKFLOW AND PLUMBING	\$ 300	
ATEL COMMUNICATIONS, INC.	\$ 300	
PRAXAIR DISTRIBUTION INC	\$ 274	
AZTEC LANDSCAPING INC	\$ 220	
OFFICE DEPOT, INE	\$ 218	
ARROWHEAD MOUNTAIN SPRING WATER CC	\$ 163	
EAGLE NEWSPAPER	\$ 96	
JOHN DEERE LANDSCAPES	\$ 75	
US MOBILE WIRELESS COMMUNICATIONS	\$ 70	
FASTENAL	\$ 60	
VEHICLE OPERATE-FUEL/OIL	\$ 19,434	SKS Fuel (4,195 gal reg, 886 gal diesel)
TECHNICAL SERVICES		
ACACIA LANDSCAPE, CO.	\$ 2,975	March Invoice Parks Maintenance
SAN DIEGO COUNTY SHERIFF	\$ 2,931	Jan-Jun Cal ID program
QUALITY CODE PUBLISHING, LLC	\$ 2,636	Muni Code publishing
AVENET, LLC	\$ 2,050	Website hosting
AZTEC LANDSCAPING INC	\$ 1,898	March Invoice landscaping
PARTNERSHIP WITH INDUSTRY	\$ 1,194	
COX COMMUNICATIONS	\$ 779	
DOWNSTREAM SERVICES, INC.	\$ 660	
SLOAN ELECTRIC COMPANY	\$ 495	
CLEAN HARBORS	\$ 271	
VORTEX INDUSTRIES, INC.	\$ 266	
G & G BACKFLOW AND PLUMBING	\$ 191	

City of Imperial Beach

Warrant Register Back-up

April 10, 21, 24 & 25, 2014

	Actual	Notes
SOUTH WEST SIGNAL	\$ 160	
DATAQUICK	\$ 154	
CORODATA MEDIA STORAGE, INC.	\$ 127	
U.S. BANK CORPORATE PAYMENT SYSTEMS	\$ 90	
UNDERGROUND SERVICE ALERT OF	\$ 50	
QWIK PRINTS	\$ 20	
MAINTENANCE & REPAIR	\$ 12,550	\$2,110 Mens room repair, \$4,749 E39 Truck, + Misc
ATTORNEY SERVICES	\$ 9,765	MCDUGAL LOVE ECKIS & FOLEY
BUSINESS IMPROVEMENT DIST BUSINESS IMP	\$ 9,260	
TEMPORARY STAFFING	\$ 8,793	
ATTORNEY SERVICES-OTHER	\$ 8,227	MCDUGAL LOVE ECKIS & FOLEY
UTILITIES-WATER	\$ 7,828	
RENT-UNIFORMS	\$ 5,702	
LIABILITIES-DEPOSITS BUILDING DEPOSITS/BO	\$ 5,026	Return deposits
RCS PROGRAM	\$ 3,333	San Diego County Emergency Communications
TRAVEL, TRAINING, MEETING	\$ 3,185	
UTILITIES-TELEPHONE	\$ 2,950	
SMALL TOOLS/NON-CAPITAL	\$ 2,870	
COPIER LEASES	\$ 2,590	
OFFICE SUPPLIES	\$ 2,272	
UTILITIES-CELL PHONES	\$ 1,563	
BANKING/FIN SRVCS CHARGES	\$ 1,271	Credit card processing charge
LIABILITIES-DEPOSITS DEVELOPER DEPOSITS	\$ 1,178	Return deposits
VEHICLE OPERATE-PARTS M&O	\$ 882	
OTHER SERVICES & CHARGES	\$ 808	
MISCELLANEOUS REVENUE	\$ 709	
TRAFFIC CONTROL	\$ 660	
ADVERTISING	\$ 564	
SECURITY & ALARM	\$ 539	
LIABILITIES-DEPOSITS DEPOSITS-G/L INSURAN	\$ 502	Return deposits
RENT-EQUIPMENT	\$ 400	
PEST CONTROL SERVICE	\$ 325	
SUBSCRIBE & PUBLICATIONS	\$ 228	
MEMBERSHIP DUES	\$ 185	
PRINTING SERVICES	\$ 84	
ACCOUNT RECEIVABLES	\$ 76	
FEES & LICENSES	\$ 36	
SB 1186 DISABILITY ACCESS	\$ (496)	
Grand Total	\$ 298,445	
CALIFORNIA ALUMINUM & VINYL WINDOWS	\$ 4,170	Canceled check after check run.
	\$ 302,616	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT	
04/10/2014	84389	ALLIANT INSURANCE SERVICES, IN	1194					502.00
101-0000-221.01-04	03/31/2014	JAN - MAR 2014 INSURANCE	03-31-2014		09/2014			502.00
04/10/2014	84390	ANTHONY SERRANO	2459					154.98
502-1922-419.29-04	03/22/2014	REIMBURSE PRESCRIPTION	03-22-2014		09/2014			154.98
04/10/2014	84391	ARROWHEAD MOUNTAIN SPRING WATE	1340					41.03
101-1010-411.30-02	03/22/2014	MAR 2014	04C0031149578	140078	09/2014			41.03
04/10/2014	84392	AT&T	2430					2,950.21
503-1923-419.27-04	03/20/2014	3372571583448	5239578		09/2014			356.90
503-1923-419.27-04	03/20/2014	3393431504727	5237972		09/2014			178.46
503-1923-419.27-04	03/20/2014	3393439371447	5240667		09/2014			178.46
503-1923-419.27-04	03/20/2014	3393442323406	5240975		09/2014			178.46
101-1210-413.27-04	03/17/2014	6194235034	5230115		09/2014			17.11
101-3020-422.27-04	03/17/2014	6194237246664	5229335		09/2014			.72
101-5020-432.27-04	03/15/2014	6194238311966	5225745		09/2014			6.74
101-3030-423.27-04	03/15/2014	6194238322966	5225746		09/2014			3.50
503-1923-419.27-04	03/11/2014	6194243481712	5203616		09/2014			16.63
101-1230-413.27-04	03/17/2014	6196281356950	5229338		09/2014			13.82
101-1920-419.27-04	03/17/2014	6196282018442	5229344		09/2014			.10
601-5060-436.27-04	03/15/2014	C602221236777	5225737		09/2014			18.47
101-1110-412.27-04	03/15/2014	C602224831777	5226806		09/2014			132.25
101-1020-411.27-04	03/15/2014	C602224832777	5226807		09/2014			59.08
101-1230-413.27-04	03/15/2014	C602224833777	5226808		09/2014			350.80
101-1130-412.27-04	03/15/2014	C602224834777	5226809		09/2014			43.31
101-1210-413.27-04	03/15/2014	C602224835777	5226810		09/2014			198.83
101-6030-453.27-04	03/15/2014	C602224836777	5226811		09/2014			78.26
101-6010-451.27-04	03/15/2014	C602224837777	5226812		09/2014			87.67
101-3020-422.27-04	03/15/2014	C602224838777	5226813		09/2014			293.22
101-3030-423.27-04	03/15/2014	C602224839777	5226814		09/2014			179.48
101-5020-432.27-04	03/15/2014	C602224840777	5226815		09/2014			297.36
601-5060-436.27-04	03/15/2014	C602224841777	5226816		09/2014			156.98
101-1920-419.27-04	03/15/2014	C602224829777	5226804		09/2014			103.60
04/10/2014	84393	AVENET, LLC	1510					2,050.00
503-1923-419.21-04	03/17/2014	WEBSITE HOSTING	34499	F14056	09/2014			2,050.00
04/10/2014	84394	BARONE INC-VACMASTERS DIV	353					22,341.00
501-1921-419.50-04	03/26/2014	SPOILVAC /HOSE RACK	45979	140426	09/2014			22,341.00
04/10/2014	84395	BARROWS CONSTRUCTION	2062					1,425.00
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04/10/2014	84396	BODYWORKS COLLISION HOLDINGS 1	2489					781.20
501-1921-419.28-01	03/27/2014	REPAIRS TO #D-1 DOG BOX	407		09/2014			781.20
04/10/2014	84397	CALIFORNIA AMERICAN WATER	612					961.07
101-5010-431.27-02	03/24/2014	1015-210020731235 FEB 14	04-15-2014		08/2014			280.05

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101-5010-431.27-02	04/04/2014	1015-210019278895	MAR 14	04-28-2014	09/2014	22.23	
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101-5010-431.27-02	04/04/2014	1015-210019357057	MAR 14	04-28-2014	09/2014	74.60	
101-5010-431.27-02	04/04/2014	1015-210019481684	MAR 14	04-28-2014	09/2014	22.23	
101-5010-431.27-02	04/04/2014	1015-210019278093	FEB 14	04-28-2014	09/2014	28.06	
101-5010-431.27-02	04/04/2014	1015-210019482014	FEB 14	04-28-2014	09/2014	221.23	
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101-5010-431.27-02	04/07/2014	1015-210019359015	MAR 14	04-29-2014	09/2014	16.40	
101-5010-431.27-02	04/07/2014	1015-210019360534	MAR 14	04-29-2014	09/2014	16.40	
04/10/2014	84398	CALIFORNIA DENTAL	2480			614.34	
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101-0000-209.01-12	01/30/2014	PAYROLL AP PPE 1/23/14		20140130	07/2014	295.50	
101-0000-209.01-12	05/01/2014	MAY 2014 DENTAL COVERAGE		05-01-2014	10/2014	16.12	
04/10/2014	84399	CHARLES KING CO INC	2482			7,534.25	
601-5060-536.20-06	01/31/2014	ANNUAL MAIN LINE REPAIRS		6612-4 RETENTIO	130761 07/2014	7,534.25	
04/10/2014	84400	CVA SECURITY	797			245.00	
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101-1910-419.20-23	04/01/2014	APR 2014 - 2644/SP FIRE		28597	140109 10/2014	30.00	
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04/10/2014	84401	COX COMMUNICATIONS	1073			637.63	
503-1923-419.29-04	04/01/2014	04/01-04/30 3110015533201		04-22-2014	140162 10/2014	37.63	
503-1923-419.21-04	03/26/2014	03/25-04/24 3110039780701		04-15-2014	140162 09/2014	600.00	
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217-1240-413.20-06	03/17/2014	C&G-425 8TH STREET		1398	140755 09/2014	11,500.00	
04/10/2014	84403	DIVISION OF THE STATE ARCHITEC	2505			212.70	
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101-0000-371.83-09	03/31/2014	JAN-MAR 2014 SB1186 FEES		03-31-2014	09/2014	496.30	
04/10/2014	84404	EAGLE NEWSPAPER	1204			491.00	
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101-1020-411.28-07	03/26/2014	MAR 2014 LEGAL ADS		81852	140186 09/2014	395.00	
04/10/2014	84405	FIDELITY SECURITY LIFE INSURAN	2476			205.14	
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04/10/2014	84406	GO-STAFF, INC.	2031			2,291.77	
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101-3020-422.21-01	04/01/2014	W/E 03/30/14 KAM, SARA	122134	140164	10/2014	828.61		
04/10/2014	84407	HECTOR GUSTAVO MONTANO				76.00		
101-0000-121.00-00	03/17/2014	REFND PARKING CITATION	5069		09/2014	76.00		
04/10/2014	84408	IB BUSINESS IMPROVEMENT DISTRI				9,260.00		
101-0000-203.22-00	03/31/2014	JAN - MAR 2014 BID FEES	03-31-2014		09/2014	9,260.00		
04/10/2014	84409	KENNEY ROOFING				280.00		
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04/10/2014	84410	KIM A MIKHAEL				270.00		
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04/10/2014	84411	KOA CORPORATION				1,177.50		
101-0000-221.01-02	02/28/2014	FEB 2014 TRAFFIC STUDY	JB32088X2		08/2014	1,177.50		
04/10/2014	84412	LLOYD PEST CONTROL				325.00		
101-1910-419.20-22	03/13/2014	MAR 2014-CITY HALL	4185796	140088	09/2014	36.00		
101-1910-419.20-22	03/13/2014	MAR 2014-FIRE DEPT	4185797	140088	09/2014	36.00		
101-1910-419.20-22	03/13/2014	MAR 2014-SHERIFF DEPT	4185963	140088	09/2014	36.00		
101-1910-419.20-22	03/14/2014	MAR 2014-MV CENTER	4186021	140088	09/2014	53.00		
101-1910-419.20-22	03/28/2014	MAR 2014 SPORTS PARK	4171130	140088	09/2014	51.00		
101-1910-419.20-22	03/28/2014	MAR 2014 DEMPSEY CENTER	4173106	140088	09/2014	60.00		
101-1910-419.20-22	03/31/2014	MAR 2014-PW YARD	4172839	140088	09/2014	53.00		
04/10/2014	84413	NEW POINTE INVESTMENT 26, LLC				4,928.00		
101-0000-221.01-05	03/26/2014	BOND REFUND 1255/1261 5TH	TEP 14-06		09/2014	4,928.00		
04/10/2014	84414	OFFICETEAM				1,087.23		
101-1020-411.21-01	03/24/2014	W/E 03/21/14 CARBALLO, S	40019672	140421	09/2014	1,087.23		
04/10/2014	84415	SEACOAST LANDSCAPING				3,150.00		
217-1240-413.20-06	03/10/2014	C&G-1042 FLORIDA STREET	1033A	140685	09/2014	3,150.00		
04/10/2014	84416	PATRIOT ENVIROMENTAL SERVICES				620.00		
101-3020-422.20-06	03/18/2014	BIO-HAZ WAST CLEAN UP	SD40170-1		09/2014	620.00		
04/10/2014	84417	PRINCIPAL FINANCIAL GROUP				1,199.56		
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101-0000-209.01-13	03/27/2014	PAYROLL AP PPE 3/20/14	20140327		09/2014	599.78		
04/10/2014	84418	PRINCIPAL FINANCIAL GROUP				3,619.34		
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101-0000-209.01-16	03/13/2014	PAYROLL AP PPE 3/06/14	20140313		09/2014	543.17		
101-0000-209.01-21	03/13/2014	PAYROLL AP PPE 3/06/14	20140313		09/2014	685.27		
101-0000-209.01-14	03/27/2014	PAYROLL AP PPE 3/20/14	20140327		09/2014	553.06		
101-0000-209.01-16	03/27/2014	PAYROLL AP PPE 3/20/14	20140327		09/2014	543.17		
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101-3020-422.11-04	04/07/2014	MAR 2014-BASIC LIFE/AD&D/	03-31-2014		09/2014		1.74	
101-3030-423.11-04	04/07/2014	MAR 2014-BASIC LIFE/AD&D/	03-31-2014		09/2014		4.06	
101-0000-209.01-16	04/07/2014	MAR 2014-BASIC LIFE/AD&D/	03-31-2014		09/2014		.58-	
04/10/2014	84419	PROTECTION ONE ALARM MONITORIN	69				293.50	
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04/10/2014	84420	QUALITY CODE PUBLISHING, LLC	1955				2,635.73	
101-1020-411.21-04	02/21/2014	MUNI CODE SUPPLEMENT	2014-60	140750	08/2014		2,635.73	
04/10/2014	84421	QWIK PRINTS	1622				20.00	
101-1130-412.21-04	01/04/2014	MAR 2014 LIVESCAPS	14911146	140079	06/2014		20.00	
04/10/2014	84422	RANCHO AUTO & TRUCK PARTS	1685				92.30	
501-1921-419.28-16	03/20/2014	#109 FUEL FILTER/WIPERS	7693-188690	140016	09/2014		41.50	
501-1921-419.28-16	03/26/2014	#117 OIL FILTER	7693-189342	140016	09/2014		50.80	
04/10/2014	84423	RICOH USA, INC.	2392				2,590.47	
101-1110-412.20-17	04/04/2014	APR 2014	92147178	140182	10/2014		655.54	
101-1210-413.20-17	04/04/2014	APR 2014	92147178	140182	10/2014		254.32	
101-1230-413.20-17	04/04/2014	APR 2014	92147178	140182	10/2014		409.01	
101-3020-422.20-17	04/04/2014	APR 2014	92147178	140182	10/2014		291.45	
101-3030-423.20-17	04/04/2014	APR 2014	92147178	140182	10/2014		350.23	
101-5020-432.20-17	04/04/2014	APR 2014	92147178	140182	10/2014		347.08	
101-6010-451.20-17	04/04/2014	APR 2014	92147178	140182	10/2014		282.84	
04/10/2014	84424	ROBERT HALF TECHNOLOGY	1826				3,562.43	
503-1923-419.10-02	04/02/2014	W/E 03/28/14 WASHINGTON,E	40102699	140098	10/2014		315.00	
503-1923-419.10-02	03/18/2014	W/E 03/18/14 WASHINGTON,E	39991577	140098	09/2014		1,275.75	
503-1923-419.10-02	03/18/2014	W/E 03/28/14 SALAZAR,R	39991578	140098	09/2014		703.80	
503-1923-419.10-02	03/25/2014	W/E 03/21/14 WASHINGTON,E	40040316	140098	09/2014		1,267.88	
04/10/2014	84425	SAN DIEGO COUNTY ASSESSOR	2120				125.00	
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101-5010-431.27-01	04/02/2014	1694 230 1484 02/28-03/31	04-17-2014		09/2014		15.42	
101-5010-431.27-01	03/31/2014	1912 409 2723 02/26-03/27	04-15-2014		09/2014		10.10	
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101-5010-431.27-01	03/31/2014	5280 340 6641 02/26-03/27	04-15-2014		09/2014		72.50	
101-5010-431.27-01	03/31/2014	5576 188 0541 02/26-03/27	04-15-2014		09/2014		10.10	
601-5060-436.27-01	04/02/2014	8773 823 6424 02/27-03/30	04-17-2014		09/2014		781.81	
101-5010-431.27-01	04/03/2014	9476 001 6989 03/02-03/31	04-18-2014		09/2014		364.32	
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101-6010-451.27-01	04/03/2014	2081 692 3399 03/03-04/01	04-18-2014		09/2014	12.99
101-6020-452.27-01	04/03/2014	2083 847 9032 03/03-04/01	04-18-2014		09/2014	64.36
101-6010-451.27-01	04/03/2014	3206 700 9265 03/03-04/01	04-18-2014		09/2014	162.04
101-5010-431.27-01	04/02/2014	3448 930 9646 02/28-03/31	04-17-2014		09/2014	10.10
101-5010-431.27-01	04/02/2014	5153 272 6717 02/28-03/31	04-17-2014		09/2014	13.99
101-6020-452.27-01	04/03/2014	5456 692 8951 03/03-04/01	04-18-2014		09/2014	25.92
101-6020-452.27-01	04/03/2014	6921 003 2109 03/03-04/01	04-18-2014		09/2014	360.79
101-5010-431.27-01	04/03/2014	7706 795 7872 03/03-04/01	04-18-2014		09/2014	11.87
101-6020-452.27-01	04/03/2014	9327 898 1346 03/03-04/01	04-18-2014		09/2014	348.85
101-6010-451.27-01	04/03/2014	9956 693 6272 03/03-04/01	04-18-2014		09/2014	90.53
04/10/2014	84427	SKS INC.	412			5,555.19
501-1921-419.28-15	03/27/2014	1100.5 G REG/402.2 G DIES	1261153-IN	140046	09/2014	5,555.19
04/10/2014	84428	SLOAN ELECTRIC COMPANY	417			495.00
601-5060-436.21-04	03/28/2014	PS#11 JOCKEY TEAR DOWN	0063323	140061	09/2014	495.00
04/10/2014	84429	SPRINT	2040			149.97
101-3020-422.27-05	03/29/2014	02/26-03/25/14 DATA CONN	594768811-076	140184	09/2014	149.97
04/10/2014	84430	THYSSENKRUPP ELEVATOR	663			801.07
101-3030-423.20-06	04/01/2014	APR-JUN 2014 MAINT BILLIN	1037089714	140159	10/2014	801.07
04/10/2014	84431	UNDERGROUND SERVICE ALERT OF	731			49.50
601-5060-436.21-04	04/01/2014	MAR 2014	320140327	140074	09/2014	49.50
04/10/2014	84432	WHITE CAP CONSTRUCTION SUPPLY	1434			1,665.49
101-5010-431.30-02	03/28/2014	TRUNCATED DOMES-ROUNDABOU	50001100498	140015	09/2014	699.81
201-5015-531.20-06	03/28/2014	TRUNCATED DOMES-ROUNDABOU	50001100498	140015	09/2014	965.68
04/21/2014	84433	I B FIREFIGHTERS ASSOCIATION	214			270.00
101-0000-209.01-08	04/10/2014	PAYROLL AP PPE 4/03/14	20140410		10/2014	270.00
04/21/2014	84434	ICMA RETIREMENT TRUST 457	242			5,853.88
101-0000-209.01-10	04/10/2014	PAYROLL AP PPE 4/03/14	101772872		10/2014	5,853.88
04/21/2014	84435	SAN DIEGO GAS & ELECTRIC	1399			15,712.34
101-3020-422.27-01	04/08/2014	1008 786 9371 02/28-03/31	04-24-2014		09/2014	53.09
101-1910-419.27-01	04/08/2014	1008 786 9371 02/28-03/31	04-24-2014		09/2014	174.04
101-5010-431.27-01	04/08/2014	1008 860 4389 02/26-03/27	04-24-2014		09/2014	390.55
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601-5060-436.27-01	04/08/2014	5263 521 9238 02/26-03/27	04-24-2014		09/2014	10.00
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101-5010-431.27-01	04/08/2014	8507 517 8464 02/28-04/01	04-24-2014		09/2014	111.25
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101-6020-452.27-01	04/08/2014	8507 517 8464 03/01-04/01	04-24-2014		09/2014	946.17
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04/21/2014	84442	U.S. BANK	1873	101-1230-413.28-11	02/28/2014	#10 IMPRINTED ENVELOPES	694775722-001	140694	09/2014	75.59	32,183.14
				101-1230-413.30-01	02/28/2014	FILE POCKET FOLDERS	694775938-001	140694	09/2014	40.93	
				101-3020-422.30-02	02/28/2014	SAND BAGS	30114038	140707	09/2014	405.00	
				101-1210-413.28-04	02/27/2014	BRADLEY,D CONF REGISTRN	155018	140713	09/2014	475.00	
				101-1210-413.28-12	02/27/2014	BRADLEY,D CSMFO MEMBRSH	16048	140713	09/2014	110.00	
				101-1020-411.30-01	03/18/2014	INTERNATIONAL DICTIONARY	743579529	140690	09/2014	87.13	
				101-3040-424.28-12	03/18/2014	HOLDEN,J ICC MEMBERSHIP	270411567	140692	09/2014	75.00	
				101-1230-413.28-04	03/04/2014	NAKAGAWA,J-PURE WATER SD	41R97533HH80091	140693	09/2014	15.00	
				101-1230-413.28-04	03/13/2014	NAKAGAWA,J-PARKING SANDAG	0012679	140693	09/2014	7.00	
				101-1230-413.30-01	03/04/2014	RETURN FILE POCKET FOLDE	695441069-001	140694	09/2014	40.93	
				101-1230-413.30-01	03/04/2014	POCKET FILE FOLDERS	695441499-001	140694	09/2014	73.68	
				101-3020-422.30-01	03/18/2014	POWERSTRIPS	7087074	140707	09/2014	189.84	
				101-3020-422.30-22	03/19/2014	MULTI-PURPOSE TOOL SET	W263761077	140707	09/2014	64.79	
				101-3020-422.30-02	03/20/2014	UNIFORM HELMET SHIELDS	E1195073	140707	09/2014	284.99	
				101-3020-422.30-02	03/04/2014	FIRESTATION SUPPLIES	012584	140708	09/2014	68.55	
				503-1923-419.30-22	03/06/2014	MAC MINI W/OSX SERVER	4277119843	140713	09/2014	1,294.92	
				503-1923-419.21-04	03/17/2014	SERVICE DESK SUBSCRIPTION	INV-1396429	140713	09/2014	90.33	
				503-1923-419.30-22	03/17/2014	APPLE USE/MINI DISPLAYPRT	W216165991	140713	09/2014	116.64	
				503-1923-419.28-14	03/20/2014	WINDOWS SERVER STDY GUIDE	110-8416095-443	140713	09/2014	69.93	
				101-5010-431.30-02	02/25/2014	MARTINEZ,D-WORK BOOTS	3/1343/5771	140720	09/2014	122.45	
				101-5020-432.28-04	02/24/2014	LEVIEN/HELMER-TRAVEL FARE	0000362523	140722	09/2014	5.00	
				101-5020-432.28-04	02/27/2014	LEVIEN,H-TRAVEL FARE SAND	0000363153-01	140722	09/2014	1.25	
				101-5010-431.30-02	02/25/2014	EPOXY	084855/3013506	140730	09/2014	43.76	
				101-5010-431.21-23	02/26/2014	GLARE SHIELDS ST LIGHTS	8607	140730	09/2014	320.00	
				101-3020-422.30-02	02/27/2014	MASONRY SAND-FIRE STATION	30113659	140730	09/2014	276.21	
				101-5020-432.28-04	03/06/2014	HEVIEN,H-TRAVEL FARE SAND	03-06-2014	140722	09/2014	1.25	
				101-5020-432.28-04	03/06/2014	LEVIEN,H-TRAVEL FARE SAND	03-06-2014	140722	09/2014	1.25	
				101-5020-432.28-04	03/13/2014	PW RETREAT LUNCH	001456	140722	09/2014	90.00	
				101-5010-431.30-02	03/05/2014	BRUSH/PAINT/SCRUB PADS	055461/5560132	140730	09/2014	32.76	
				101-5010-431.21-23	03/05/2014	CONSPICUITY MARKING TAPE	2222	140730	09/2014	339.82	
				101-5010-431.30-02	03/11/2014	CONDUIT/CAPS/COUPLERS	047513/9011956	140730	09/2014	33.46	
				101-5010-431.30-02	03/18/2014	PLYWOOD	003893/2013802	140730	09/2014	97.59	
				101-5010-431.30-02	03/18/2014	PLYWOOD/TAPE MEASURE	071934/2013758	140730	09/2014	156.79	
				101-5020-532.20-06	11/04/2013	LIGHTPOLE TENON ADAPTER	30060084	140734	09/2014	164.68	
				601-5060-436.30-02	02/25/2014	50# LIME-S FOR SEWER PIT	073940/3593874	140728	09/2014	41.90	
				101-1910-419.28-01	02/21/2014	TERRAZZO PATCH/MEN'S ROOM	7354	140734	09/2014	2,110.00	
				101-5010-431.30-02	02/26/2014	STOCK BMP'S	10001378490	140734	09/2014	1,257.21	
				601-5060-436.28-01	03/11/2014	#143 SEATCOVERS/FLASHLIGH	037106	140728	09/2014	28.06	
				101-5010-431.30-02	03/06/2014	PENCILS/SCREWS/BIT TIP HL	056050/4121094	140731	09/2014	15.03	
				101-5010-431.30-02	03/11/2014	LUMBER	03-11-2014	140731	09/2014	41.57	
				101-1910-419.28-01	03/04/2014	FLOOR REFINISH-DEMPSEY	03-04-2014	140734	09/2014	995.00	
				101-5010-431.30-02	03/04/2014	TAPE MEASURE	077041/6570793	140734	09/2014	27.51	
				101-5020-432.30-01	03/17/2014	ENGINEER'S SCALE/CLNG SUP	082405/3590784	140734	09/2014	70.33	
				101-5020-432.30-01	03/17/2014	REFUND ENGINEER'S SCALE	3243026	140734	09/2014	53.86	

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101-6020-452.30-02	03/18/2014	BAYSHORE BIKEWAY PLANTS	114774	140734	09/2014	99.10	
101-6020-452.30-02	03/18/2014	CREDIT FOR PLANTS	114797	140734	09/2014	77.59	
101-6020-452.30-02	03/18/2014	PLANTS-BAYSHORE BIKEWAY	114798	140734	09/2014	43.03	
201-5015-531.20-06	03/18/2014	ROUNDAABOUT DEMONSTRATION	119385	140734	09/2014	3,478.17	
101-3020-422.30-02	02/28/2014	MASONRY SAND-FIRE STATION	30113812	140716	09/2014	320.76	
101-6040-454.30-02	02/26/2014	SOCKET SET/PUNCH & CHISEL	040019	140724	09/2014	30.22	
101-6040-454.30-02	02/26/2014	PRIMER/PAINT/SAND PAPER	067609/2564576	140724	09/2014	22.76	
101-6040-454.30-02	02/26/2014	PRIMER/PAINT/SAND PAPER	067609/2564576	140724	09/2014	6.45	
101-6040-454.30-02	02/26/2014	SPRAY PAINT	081192/2120649	140724	09/2014	22.77	
501-1921-419.28-16	02/25/2014	#142 REAR WINDOW	CCV033681	140732	09/2014	280.01	
101-5010-431.30-02	03/10/2014	GALLEGOS,A-WORK BOOTS	013585231083	140716	09/2014	124.20	
101-1910-419.30-02	03/05/2014	MARINE GRADE WIRE	016200	140724	09/2014	4.80	
101-6040-454.30-02	03/05/2014	HEAT SHRINK WRAP	1-236834	140724	09/2014	5.58	
101-6040-454.30-02	03/11/2014	DISCONNECTS/GLOVES	060214/9584080	140724	09/2014	12.16	
101-1910-419.30-02	03/12/2014	ROLLER COVERS/BRUSHES	087754/8571593	140724	09/2014	36.08	
101-6040-454.30-02	03/18/2014	DISPOSABLE PAINT TRAYS	051692/2561848	140724	09/2014	10.17	
101-6040-454.30-02	03/18/2014	FIBERGLASS RESIN/CLOTH	087323/2572334	140724	09/2014	43.90	
101-6040-454.30-02	03/19/2014	METAL OFFSETS	035925	140724	09/2014	2.15	
501-1921-419.29-04	03/14/2014	#616 TOWING SERVICE	27719	140732	09/2014	110.00	
101-6040-454.30-02	02/28/2014	SCREWDRIVER	023849/0594162	140724	08/2014	8.61	
101-3030-423.28-01	02/11/2014	BINOCULAR REPAIR	65529	140710	09/2014	544.00	
101-3030-423.25-03	02/25/2014	UNIFORM RAIN GEAR	6487	140710	09/2014	487.10	
101-6040-454.30-02	02/24/2014	PAVER/SEALER	30110517	140718	09/2014	345.60	
101-3030-423.25-03	03/01/2014	UNIFORM RAIN GEAR	6697	140710	09/2014	656.29	
101-3030-423.25-03	03/04/2014	LG UNIFORM DEPOSIT	2630 DEPOSIT	140710	09/2014	500.00	
101-3030-423.30-02	03/07/2014	LG TRAILER KEYS	030774	140710	09/2014	8.60	
101-3030-423.25-03	03/07/2014	LG UNIFORM DEPOSIT	2640 DEPOSIT	140710	09/2014	500.00	
501-1921-419.28-16	03/06/2014	FORD RANGER TAIL LIGHT	655274	140718	09/2014	32.13	
101-1910-419.28-01	03/11/2014	FD ENTRANCE DOOR REPAIR	10961	140718	09/2014	406.20	
101-1910-419.30-02	03/12/2014	TOWELS/BLEACH/GEL	054166/8590323	140718	09/2014	94.21	
101-5000-532.20-06	03/17/2014	RECYCLE BINS/LIDS	070163926	140718	09/2014	766.82	
101-1910-419.25-02	03/19/2014	MAIN LIFTS	531820	140718	09/2014	400.00	
101-6020-452.30-02	03/03/2014	LANDSCAPE SUPPLIES	046869/7291730	140736	09/2014	96.91	
101-6040-454.30-02	03/10/2014	LUBE/DIAPHRAM KIT	DEL33006	140736	09/2014	78.63	
101-6040-454.30-02	03/10/2014	PLUMBING SUPPLIES	DEL33012	140736	09/2014	12.04	
101-6040-454.30-02	02/28/2014	TERRY TOWELS/PAINT	070514/0564851	140726	09/2014	63.40	
101-6040-454.30-02	02/28/2014	ALUMINUM SCREEN	2282014-3	140726	09/2014	26.00	
101-6040-454.30-02	02/28/2014	SQUARE BOLLARD COVER	7097	140726	09/2014	238.83	
101-3030-423.30-02	03/04/2014	OFFICE SHREDDER	4071	140711	09/2014	286.92	
101-3030-423.30-02	03/04/2014	MEDICAL SUPPLIES	668088	140711	09/2014	376.58	
101-3030-423.30-02	03/05/2014	DIVE PRESSURE GUAGE	7529	140711	09/2014	45.00	
101-3030-423.30-02	03/12/2014	REMODEL HARDWARE	082915/8584291	140711	09/2014	24.66	
101-3030-423.30-02	03/20/2014	TSUNAMI BROCHURES	2019078	140711	09/2014	299.00	
101-6040-454.30-02	03/05/2014	DUCT TAPE/INSULATION	060718/5594720	140726	09/2014	9.09	
101-6040-454.30-02	03/10/2014	SAFETY VESTS	57307702	140726	09/2014	319.83	
101-1910-419.30-02	03/12/2014	PAINT/U-BOLTS	023614/8121458	140726	09/2014	151.72	
101-6040-454.30-02	03/12/2014	U-BOLTS	7335	140726	09/2014	52.46	
101-6040-454.30-02	03/17/2014	TRASH LINERS	070163925	140726	09/2014	433.40	
101-6040-454.30-02	03/18/2014	NAVY CAPS	66175	140726	09/2014	336.96	
101-6040-454.30-02	03/18/2014	TIDELANDS TEE-SHIRTS	66176	140726	09/2014	155.52	

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101-6040-454.30-02	03/21/2014	RAIL FENCE PIECES	103324	140726	09/2014	18.27	
101-1110-412.28-04	02/06/2014	CREDIT FOR LODGING-HALL,A	543567	140695	09/2014	201.25	-
101-1110-412.28-04	02/24/2014	HALL,A-PARKING FEES	02-24-2014	140695	09/2014	10.00	
101-3020-422.28-04	02/25/2014	MURPHY,M-MEAL @ TRNG	086670	140733	09/2014	7.56	
101-3020-422.28-04	02/25/2014	FUEL, TRANS TO TRNG	1444196	140733	09/2014	34.82	
101-3020-422.28-04	02/26/2014	MURPHY,M-MEAL @ TRNG	034571	140733	09/2014	12.72	
101-3020-422.28-04	02/27/2014	MURPHY,M-MEAL @ TRNG	040609	140733	09/2014	7.56	
101-1110-412.28-04	03/03/2014	LUNCHEON/HALL,WADE,JANNEY	056788	140695	09/2014	110.34	
101-1110-412.28-04	03/15/2014	HALL,A-CONF TRANSP AICP	ZSRU2S	140695	09/2014	384.00	
101-1110-412.28-04	03/20/2014	HALL,JANNEY LNCH MTG W/PO	511852-1	140695	09/2014	34.04	
101-3030-423.25-03	03/03/2014	RETURNED WETSUIT	3030297	140709	09/2014	194.40	-
101-3030-423.30-02	03/03/2014	DIVE EQUIPMENT	7521	140709	09/2014	14.08	
101-3030-423.25-03	03/11/2014	UNIFORM WETSUITS	6214878	140709	09/2014	327.28	
101-3020-422.28-04	03/01/2014	MURPHY TRANS FUEL TO TRNG	097986	140733	09/2014	22.61	
501-1921-419.28-16	03/06/2014	#617 RADIATOR	23601130	140733	09/2014	165.25	
501-1921-419.30-02	03/13/2014	#600 SPARE KEYS	021530	140733	09/2014	5.15	
501-1921-419.28-16	03/14/2014	E-39 TURBO HOSE	03-14-2014	140733	09/2014	77.34	
101-6040-454.30-02	02/24/2014	SCREENS	02-24-2014	140725	09/2014	48.00	
101-6040-454.30-02	02/24/2014	PARKING LOT SEALER	30110851	140725	09/2014	518.40	
101-6040-454.30-02	02/25/2014	ANNUALS FOR SEACOAST PRKG	070289/3291195	140725	09/2014	120.72	
101-3020-422.30-02	03/03/2014	MASONRY SAND	30114981	140717	09/2014	356.40	
101-5010-431.30-02	03/05/2014	GLIDDEN FLAT PAINT	057907/5262263	140717	09/2014	24.53	
101-6040-454.30-02	03/01/2014	SAFETY VEST	025578/9570360	140725	09/2014	20.49	
101-6040-454.30-02	03/04/2014	#630 KEYS	062325	140725	09/2014	18.85	
101-6040-454.30-02	03/08/2014	BUFFING KIT	034307/2571177	140725	09/2014	10.77	
101-6040-454.30-02	03/08/2014	ICE PLANT/SAFETY CTR	053187/2292530	140725	09/2014	112.84	
101-6040-454.30-02	03/08/2014	ICE PLANT/PALM AVE	088237/2205082	140725	09/2014	112.75	
101-6040-454.30-02	03/09/2014	ICE PLANT/PALM AVE	049927/1205187	140725	09/2014	37.20	
101-6040-454.30-02	03/10/2014	PIER TOWER WOOD FLOORING	075341/0011757	140725	09/2014	65.25	
101-6040-454.30-02	03/14/2014	LOCK/STRAPS COMBO	062143/6571864	140725	09/2014	21.56	
101-6040-454.30-02	03/15/2014	ICE PLANT/PALM AVE/SUPPLI	099894/5205512	140725	09/2014	71.64	
101-6040-454.30-02	03/15/2014	ICE PLANT/PALM AVE/SUPPLI	099894/5205512	140725	09/2014	68.88	
101-6040-454.30-02	03/18/2014	GRATE CAPS-IRRIGATION	055346/2590982	140725	09/2014	17.97	
101-6040-454.30-02	03/21/2014	CONCRETE QUICK SET	058235/9591282	140725	09/2014	13.34	
101-3030-423.30-02	02/24/2014	ANCHORE SUPPLY	6394	140712	09/2014	1.53	
101-3030-423.30-02	02/27/2014	SPARE KEYS	021632	140712	09/2014	20.68	
101-3030-423.30-02	02/27/2014	ELECTRICAL EXTENSION CORD	043813/1594113	140712	09/2014	54.98	
101-3030-423.30-02	02/27/2014	MISC OFFICE SUPPLIES	4962	140712	09/2014	116.78	
101-3030-423.30-02	02/27/2014	LG TRUCK WIPER BLADES	627291	140712	09/2014	47.50	
101-3030-423.25-03	02/27/2014	UNIFORM RAIN GEAR	7516	140712	09/2014	173.39	
101-3030-423.25-03	02/28/2014	UNIFORM RAIN GEAR	6671	140712	09/2014	1,458.70	
101-3030-423.28-01	03/03/2014	WASH COMMAND VEHICLE	046093	140712	09/2014	8.50	
101-3030-423.30-02	03/04/2014	RE-KEY OFFICE DOORS	10952	140712	09/2014	81.92	
101-3030-423.28-01	03/05/2014	WALL CORNER GUARDS	093146/5560158	140712	09/2014	100.09	
101-3030-423.28-01	03/06/2014	DISH SOAP-SAFETY CTR	083213	140712	09/2014	6.89	
101-3030-423.30-02	03/10/2014	STORAGE BOXES	081893/0292968	140712	09/2014	146.47	
101-3030-423.28-01	03/12/2014	LG TRUCK BODY REPAIR	03-12-2014	140712	09/2014	665.06	
101-3030-423.28-01	03/12/2014	LG OFFICE CARPET CLEANING	10133	140712	09/2014	127.41	
101-3030-423.25-03	03/13/2014	LG UNIFORMS	204467	140712	09/2014	1,398.36	

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101-3030-423.30-02	03/14/2014	VINYL CABINET COVERS	033727/6205417	140712 09/2014 14.01
101-3030-423.28-01	03/14/2014	SURGE PROTECTOR/REPAIR SU	073656/6584554	140712 09/2014 133.79
101-3030-423.28-01	03/17/2014	WALL ANCHORS	078789/3572242	140712 09/2014 17.24
101-3030-423.30-02	03/17/2014	OFFICE SUPPLIES	7600	140712 09/2014 68.36
101-3030-423.28-01	03/18/2014	WASH COMMAND VEHICLE	006738	140712 09/2014 8.50
101-1910-419.30-02	02/24/2014	LIGHTS/SOAP/OUTLET	053170/4564355	140721 09/2014 3.05
101-1910-419.30-02	02/24/2014	LIGHTS/SOAP/OUTLET	053170/4564355	140721 09/2014 4.26
601-5060-436.30-02	02/24/2014	LIGHTS/SOAP/OUTLET	053170/4564355	140721 09/2014 23.64
101-3020-422.30-02	02/25/2014	FD REMODEL SUPPLY	097069/3013499	140721 09/2014 22.98
101-3020-422.30-02	02/26/2014	FD REMODEL SUPPLY	024781/2013867	140721 09/2014 134.95
101-3020-422.30-02	02/26/2014	FD REMODEL SUPPLY	058006/2013778	140721 09/2014 71.74
101-1910-419.30-02	02/28/2014	ICE MAKER LINE	053105/0594190	140721 09/2014 6.61
101-1910-419.28-01	03/03/2014	BROKEN WINDOW REPAIR	3032014-3	140721 09/2014 65.00
101-3020-422.30-02	03/04/2014	FD REMODEL SUPPLY	005763/658328	140721 09/2014 26.00
101-3020-422.30-02	03/04/2014	FD REMODEL DOORS	032379/6971879	140721 09/2014 200.99
101-3020-422.30-02	03/04/2014	FD REMODEL SUPPLY	083447/6010046	140721 09/2014 10.78
101-3020-422.30-02	03/05/2014	FD REMODEL SUPPLY	060680/5023499	140721 09/2014 11.86
101-1910-419.30-02	03/10/2014	SURGE PROTECTOR	041713/0024555	140721 09/2014 14.55
101-3020-422.30-02	03/11/2014	FD REMODEL SUPPLY	087399/9011896	140721 09/2014 108.89
101-1910-419.30-02	03/17/2014	SPORTS PARK PAINT SUPPLY	065918/3561657	140721 09/2014 21.41
101-1910-419.30-02	03/18/2014	STOCK SUPPLIES	089339/2561850	140721 09/2014 47.52
101-1910-419.30-02	03/19/2014	OUTLET FOR CH STORAGE	018587/1561936	140721 09/2014 16.82
101-1910-419.30-02	03/19/2014	ELECTRICAL COVER	058013/1561942	140721 09/2014 2.01
101-3020-422.30-02	03/19/2014	FD REMODEL SUPPLY	065316/1026748	140721 09/2014 91.54
101-3020-422.30-02	03/20/2014	FD REMODEL SUPPLY	015296/0027013	140721 09/2014 6.99
101-3020-422.30-02	03/20/2014	FD REMODEL SUPPLY	066553/0026976	140721 09/2014 7.98
101-1130-412.28-07	03/04/2014	EMPLOYMENT AD-ENVIRO PROG	03-04-2014	140699 09/2014 169.00
101-1010-411.30-02	03/03/2014	CREDIT FOR ITEM NOT REC'D	257810478	140702 09/2014 7.05-
101-6010-451.30-02	03/03/2014	SPORTS PARK CAFE ITEMS	257810478	140702 09/2014 405.52
101-6010-451.30-02	03/18/2014	SPORTS PK CAFE ITEMS	257907897	140702 09/2014 366.06
101-1010-411.30-02	03/19/2014	CREDIT FOR RETURN ITEMS	82837	140702 09/2014 41.39-
101-6030-453.30-02	03/04/2014	SENIOR CTR SUPPLIES	029007	140704 09/2014 67.87
101-3020-422.30-02	11/08/2013	INTERVIEW PANEL LUNCH	9109	140698 09/2014 103.95
101-1920-419.30-02	02/27/2014	6 FT CABLE	103-1819458-899	140698 09/2014 18.00
101-1110-412.30-01	02/27/2014	PHONE HANDSET LIFTER	103-9968609-143	140698 09/2014 243.82
101-1920-419.30-02	02/28/2014	HDMI CABLE	103-1239690-171	140698 09/2014 14.20
101-1110-412.30-01	02/28/2014	HEADSET INDICATOR	103-4127706-560	140698 09/2014 24.26
101-1920-419.30-02	02/28/2014	RETURN DVD MAKE	23433003	140698 09/2014 41.03-
101-1920-419.30-02	02/28/2014	ADAPTER-BNC TO RCA	23433026	140698 09/2014 2.11
101-1010-411.28-04	03/05/2014	03/05/14 COUNCIL DINNER	080611	140698 09/2014 70.18
101-1920-419.30-02	03/05/2014	RETURNED CONVERTER	103-4216577-310	140698 09/2014 32.39-
101-1010-411.28-14	03/12/2014	MAR 2014 NEWSLETTER	1394608463418	140698 09/2014 30.00
503-1923-419.28-13	03/15/2014	DOMAIN NAME SERVICE	667604375	140698 09/2014 35.88
101-1010-411.29-04	03/17/2014	DAILY TRANSCRIPT SUBSCRIP	03-17-2014	140698 09/2014 99.00
101-1920-419.30-02	03/18/2014	DIGITAL CONVERTERS	1144974213-5391	140698 09/2014 120.93
101-1010-411.28-04	03/19/2014	03/19/14 COUNCIL DINNER	2502	140698 09/2014 58.84
04/21/2014	84443	US BANK	2458	
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04/24/2014	84444	GARY ANDY HALL	2544					300.00
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04/25/2014	84445	ABY MFG GROUP, INC.	1218					648.89
101-3020-422.30-02	04/09/2014	FIREFIGHTER DOME BADGES	0098470-IN		10/2014	648.89		648.89
04/25/2014	84446	ACACIA LANDSCAPE, CO.	1942					2,975.00
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04/25/2014	84447	AFLAC	120					716.98
101-0000-209.01-13	04/10/2014	PAYROLL AP PPE 4/03/14	20140410		10/2014	358.49		358.49
101-0000-209.01-13	04/24/2014	PAYROLL AP PPE 4/17/14	637699		10/2014	358.49		358.49
04/25/2014	84448	ALAYNE ROSENSTEIN	2378					64.13
101-3030-423.25-03	03/20/2014	REIMBURSE LG UNIFORM	035914		09/2014	64.13		64.13
04/25/2014	84449	ARROWHEAD MOUNTAIN SPRING WATE	1340					122.40
101-5020-432.30-02	03/22/2014	MAR 2014	04C0026726646	140171	09/2014	122.40		122.40
04/25/2014	84450	ATEL COMMUNICATIONS, INC.	2355					300.00
101-1920-419.30-02	04/01/2014	APR/MAY 2014 AUTO ATTEND	36561	140638	10/2014	300.00		300.00
04/25/2014	84451	AZTEC LANDSCAPING INC	310					2,117.60
101-5010-431.21-04	03/31/2014	MAR 2014 LANDSCAPE MAINT	0026031-IN	140099	09/2014	1,540.00		1,540.00
101-5010-431.21-04	04/04/2014	NATAL PLUM PLANTS	13296L-IN	140100	10/2014	357.65		357.65
101-5010-431.30-02	04/04/2014	NATAL PLUM PLANTS	13296L-IN	140100	10/2014	219.95		219.95
04/25/2014	84452	BARRETT ENGINEERED PUMPS	356					448.74
601-5060-436.28-01	04/03/2014	PS#11 SEAL FAILURE RELAY	089480	140062	10/2014	448.74		448.74
04/25/2014	84453	CALIFORNIA ALUMINUM & VINYL WI	1915					4,170.36
217-1240-413.20-06	04/08/2014	C&G-425 8TH STREET	4082014-6	140821	10/2014	4,170.36		4,170.36
04/25/2014	84454	CALIFORNIA AMERICAN WATER	612					6,883.25
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101-6020-452.27-02	04/14/2014	1015-210020440898 MAR 14	05-06-2014		09/2014	692.57		692.57
101-5010-431.27-02	04/11/2014	1015-210019179080 MAR 14	05-05-2014		09/2014	278.26		278.26
101-5020-432.27-02	04/10/2014	1015-210019058534 MAR 14	05-02-2014		09/2014	480.86		480.86
601-5060-436.27-02	04/21/2014	1015-210019401916 MAR 14	05-13-2014		09/2014	6.56		6.56
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101-5020-432.27-02	04/17/2014	1015-210020277854 MAR 14	05-09-2014		09/2014	62.96		62.96
101-6020-452.27-02	04/17/2014	1015-210021082448 MAR 14	05-09-2014		09/2014	79.36		79.36
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601-5060-436.27-02	04/09/2014	1015-210019512885 MAR 14	05-01-2014		09/2014	262.03		262.03
101-1910-419.27-02	04/11/2014	1015-210020154739 MAR 14	05-05-2014		09/2014	33.86		33.86
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101-1910-419.27-02	04/16/2014	1015-210021068268	MAR 14	05-08-2014	09/2014	69.94	
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101-6020-452.27-02	04/17/2014	1015-210019335248	MAR 14	05-09-2014	09/2014	838.17	
101-6020-452.27-02	04/17/2014	1015-210019335682	MAR 14	05-09-2014	09/2014	22.23	
101-6020-452.27-02	04/17/2014	1015-210019335774	MAR 14	05-09-2014	09/2014	128.14	
101-6020-452.27-02	04/15/2014	1015-210019748080	MAR 14	05-07-2014	09/2014	6.56	
101-6020-452.27-02	04/22/2014	1015-210019746893	MAR 14	05-14-2014	09/2014	6.56	
04/25/2014	84455	CA BUILDING STANDARDS COMMISSI	2127			163.80	
101-0000-221.01-07	03/31/2014	JAN-MAR 2014 STATE GREEN		03-31-2014	09/2014	163.80	
04/25/2014	84456	CDW GOVERNMENT INC	725			1,393.35	
503-1923-419.30-22	03/03/2014	DESKTOP COMP/MONITOR/STND	KG52006	140578	09/2014	1,312.05	
503-1923-419.30-22	03/26/2014	WIRED KEYBOARD	KS80334	140578	09/2014	52.64	
503-1923-419.30-22	04/02/2014	FDS COMPUTER SETUP	KX28754	140578	10/2014	28.66	
04/25/2014	84457	CITY OF CHULA VISTA	823			1,322.83	
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04/25/2014	84458	CITY OF CHULA VISTA	823			17,740.75	
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04/25/2014	84459	CLEAN HARBORS	913			271.25	
101-5040-434.21-04	04/02/2014	MAR 2014	1000392476	140026	09/2014	271.25	
04/25/2014	84460	COLE OFFICE PRODUCTS INC	1400			1,274.40	
101-1920-419.30-01	04/10/2014	COPY PAPER	322033-0	140760	10/2014	1,274.40	
04/25/2014	84461	COLONIAL LIFE & ACCIDENT	941			100.18	
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101-0000-209.01-13	04/24/2014	PAYROLL AP PPE 4/17/14	0402337		10/2014	50.09	
04/25/2014	84462	CORODATA MEDIA STORAGE, INC.	2334			127.34	
503-1923-419.21-04	03/31/2014	MAR 2014	DS1262226	140096	09/2014	127.34	
04/25/2014	84463	COUNTY OF SAN DIEGO RCS	1065			3,332.50	
101-3010-421.21-25	04/01/2014	MAR 2014	14CTOFIBN09	140165	09/2014	2,272.50	
101-3020-422.21-25	04/01/2014	MAR 2014	14CTOFIBN09	140165	09/2014	371.00	
101-3030-423.21-25	04/01/2014	MAR 2014	14CTOFIBN09	140165	09/2014	689.00	
04/25/2014	84464	COX COMMUNICATIONS	1073			335.92	
101-5050-435.21-04	04/04/2014	04/04-05/03 3110091187001	04-24-2014	140162	10/2014	179.00	
101-6010-451.29-04	04/13/2014	04/13-05/12 3110015531401	05-04-2014	140162	10/2014	156.92	
04/25/2014	84465	D.A.R. CONTRACTORS	1122			347.00	
101-3050-425.20-06	04/01/2014	MAR 2014	031401229	140103	09/2014	347.00	
04/25/2014	84466	DATAQUICK	1134			154.00	
101-1210-413.21-04	04/01/2014	MAR 2014	B1-2272594	140197	09/2014	14.50	

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04/25/2014	84468	DOWNSTREAM SERVICES, INC.	1593			660.00	
101-5050-435.21-04	03/31/2014	MAR 2013 STORMWATER MAINT	72482	140025	09/2014	660.00	
04/25/2014	84469	DRUG TESTING NETWORK INC	1195			352.90	
101-1130-412.20-06	04/15/2014	RANDOM DRUG TEST/CALL OUT	70965	140081	10/2014	352.90	
04/25/2014	84470	FASTENAL	909			59.76	
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101-1910-419.30-02	04/01/2014	S/S BOLTS	CACHU35410	140007	10/2014	50.23	
04/25/2014	84471	G & G BACKFLOW AND PLUMBING	1486			620.69	
101-6020-452.28-01	03/20/2014	BACKFLOW/TESTING FEES	7231	140637	09/2014	129.92	
101-6040-454.30-02	03/20/2014	BACKFLOW/TESTING FEES	7231	140637	09/2014	300.00	
601-5060-436.21-04	03/20/2014	BACKFLOW LEAK REPAIR	7231		09/2014	190.77	
04/25/2014	84472	GO-STAFF, INC.	2031			2,588.83	
101-1210-413.21-01	04/08/2014	W/E 04/06/14 FERGUSON,N	122452	140089	10/2014	600.21	
101-3020-422.21-01	04/08/2014	W/E 04/06/14 KAM/MEDLEY	122451-R	140164	10/2014	1,010.50	
101-1210-413.21-01	04/15/2014	W/E 04/13/14 FERGUSON,N	122754	140089	10/2014	978.12	
04/25/2014	84473	GOOGLE, INC.	2009			211.40	
503-1923-419.20-06	04/05/2014	MAR/APR 2014	9622870	140190	10/2014	211.40	
04/25/2014	84474	GRAINGER	1051			2,751.99	
101-1910-419.30-02	03/26/2014	SODIUM LAMP/WALL PACK	9398921065	140008	09/2014	138.16	
501-1921-419.30-02	03/25/2014	DISPOSABLE GLOVES	9398651613	140008	09/2014	472.18	
601-5060-436.30-02	03/24/2014	DISPOSABLE GLOVES	9396902430	140008	09/2014	2,141.65	
04/25/2014	84475	HARLAN CONSTRUCTION	2074			5,840.00	
217-1240-413.20-06	04/16/2014	C&G- 1220 8TH STREET	04-16-2014	140772	10/2014	5,840.00	
04/25/2014	84476	I B FIREFIGHTERS ASSOCIATION	214			270.00	
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04/25/2014	84477	ICMA RETIREMENT TRUST 457	242			5,846.81	
101-0000-209.01-10	04/24/2014	PAYROLL AP PPE 4/17/14	101779246		10/2014	5,846.81	
04/25/2014	84478	JACQUELINE SUE STENZEL	2491			160.00	
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04/25/2014	84479	JOHN DEERE LANDSCAPES	1986			74.53	
101-6020-452.30-02	03/27/2014	IRRIGATION PARTS	67460528	140028	09/2014	74.53	
04/25/2014	84480	KEITH MCCLOSKEY	2437			66.00	
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04/25/2014	84482	KOA CORPORATION	611					1,435.00
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201-5000-532	20-06	03/31/2014	MAR 2014 13TH ST BIKEWAY	JB32017X8	130874 09/2014			143.50
04/25/2014	84483	LANCE, SOLL & LUNGHARD LLP	716					3,555.00
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101-1220-413	20-01	03/31/2014	MAR 2014	85690	09/2014			643.83
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502-1922-419	20-01	03/31/2014	MAR 2014	85694	09/2014			4,371.20
101-1220-413	20-01	03/31/2014	MAR 2014	85761	09/2014			1,696.95
101-1220-413	20-01	03/31/2014	MAR 2014	85695	09/2014			101.15
502-1922-419	20-01	03/31/2014	MAR 2014	85693	09/2014			220.95
101-1220-413	20-02	03/31/2014	MAR 2013 MONTHLY RETAINER	85692	140198 09/2014			8,227.00
04/25/2014	84485	OFFICE DEPOT, INC	1262					524.71
101-3030-423	30-02	03/14/2014	PORCELAIN BOARD/MAGNETS	696945020001	140001 09/2014			142.87
101-3030-423	30-02	03/19/2014	COAT RACK	696945172001	140001 09/2014			75.59
101-1210-413	30-01	03/28/2014	BINDERS//PENS/10-KEY PAPR	702879137001	140001 09/2014			95.87
101-1210-413	30-01	03/28/2014	CREDIT FOR RETURNED ITEMS	703082923001	140001 09/2014			16.78
101-1210-413	30-01	03/29/2014	DRY ERASE MARKERS	702879601001	140001 09/2014			11.18
101-3020-422	30-01	04/02/2014	BINDERS/NOTES	703626734001	140001 10/2014			50.23
101-3020-422	30-01	04/03/2014	COAX HIGH RES	703626670001	140001 10/2014			21.55
101-5020-432	30-01	04/04/2014	FILE FOLDERS/MISC OFFICE	703907515001	140001 10/2014			87.46
101-1020-411	30-01	04/09/2014	CLEANING SUPPLY/WATER	704423536001	140001 10/2014			56.74
04/25/2014	84486	OFFICETEAM	1266					2,825.40
101-1020-411	21-01	04/07/2014	W/E 04/04/14 CARBALLO, S	40116453	140421 10/2014			858.70
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101-1020-411	21-01	04/14/2014	W/E 04/11/14 CARBALLO, S	40177379	140421 10/2014			858.70
04/25/2014	84487	SEACOAST LANDSCAPING	2557					5,150.00
217-1240-413	20-06	03/06/2014	C&G-1152 9TH STREET	1032	140684 09/2014			1,350.00
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217-1240-413	20-06	04/15/2014	C&G-1152 9TH STREET	1055	140768 10/2014			1,500.00
04/25/2014	84488	PARS	2425					400.00
101-1920-419	20-06	04/07/2014	FEB 2014	28366	140271 07/2014			400.00
04/25/2014	84489	PARTNERSHIP WITH INDUSTRY	1302					1,193.80
101-6040-454	21-04	03/31/2014	P/E 03/31/2014	GS05332	140516 09/2014			358.14
101-6040-454	21-04	03/31/2014	P/E 03/31/2014	GS05332	140516 09/2014			358.14
101-6040-454	21-04	03/31/2014	P/E 03/31/2014	GS05332	140516 09/2014			477.52
04/25/2014	84490	PERLITA SHOUSE	1296					75.91
101-3070-427	28-11	09/25/2013	COUNTY COPY FEES/BLDG	304101220130925	10/2014			8.00

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101-1230-413.28-04	12/12/2013	WADE,G - PER DIEM/TRANG		2940		10/2014	10.90
101-1230-413.28-04	01/16/2014	WADE,G - PER DIEM/TRANG		8177		10/2014	8.52
303-1250-413.20-06	01/30/2014	COUNTY RECORDING FEES		383080220140130		10/2014	46.00
101-1210-413.28-05	03/03/2014	POSTAGE FEES DUE		03-03-2014		10/2014	.49
04/25/2014	84491	PRAXAIR DISTRIBUTION INC	1652				273.51
101-6040-454.30-02	03/28/2014	SURFACING DISKS		48972536	140002	09/2014	78.69
501-1921-419.30-02	04/15/2014	OXYGEN/PROPANE/CO2		49095160	140002	10/2014	194.82
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101-0000-209.01-13	04/24/2014	PAYROLL AP PPE 4/17/14		20140424		10/2014	599.78
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101-0000-209.01-12	04/01/2014	APR 2014 DENTAL INS PREMI		04-01-2014		10/2014	73.32
101-0000-209.01-12	04/01/2014	APR 2014 DENTAL INS PREMI		04-01-2014		10/2014	40.42
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04/25/2014	84495	RANCHO AUTO & TRUCK PARTS	1685				234.84
501-1921-419.28-16	04/02/2014	BELTS/PARTS		7693-190144	140016	10/2014	92.02
501-1921-419.28-16	04/11/2014	#109 FUEL FILTER		7693-191091	140016	10/2014	21.08
501-1921-419.28-16	04/11/2014	FILTERS/RADIATOR CAP		7693-191093	140016	10/2014	79.09
501-1921-419.28-16	04/11/2014	E-39 LUG NUT COVERS		7693-191135	140016	10/2014	23.26
501-1921-419.28-16	04/14/2014	ALUMASEAL DISPL		7693-191333	140016	10/2014	37.01
501-1921-419.28-16	04/21/2014	V-BELT/FILTER		7693-192013	140016	10/2014	56.40
501-1921-419.28-16	04/21/2014	CREDIT FOR INVOICE ERROR		7693-192014	140016	10/2014	37.01-
501-1921-419.28-16	04/21/2014	CREDIT FOR RETURNED ITEMS		7693-192015	140016	10/2014	37.01-
04/25/2014	84496	REGIONAL TRAINING CENTER	130				1,650.00
101-3030-423.28-04	03/06/2014	SUPERVISOR TRNG-YASHU,A		14895	140746	09/2014	550.00
101-3030-423.28-04	03/06/2014	SUPERVISOR TRNG-PUTNAM,S		14898	140746	09/2014	550.00
101-3030-423.28-04	03/06/2014	SUPERVISOR TRNG-HUBBARD,A		14990	140746	09/2014	550.00
04/25/2014	84497	ROBERTSON'S	2454				2,215.64
101-5010-431.30-02	04/01/2014	POPOUT CONCRETE-10TH/CHER		321281	140432	10/2014	1,088.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT	
101-5010-431.30-02	03/14/2014	CONCRETE-409 PALM AVE	316266	140432	09/2014		662.63	
101-5010-431.30-02	03/28/2014	CONCRETE-POPOUT 10TH/CHER	319274	140432	09/2014		464.51	
04/25/2014	84498	SAN DIEGO COUNTY SHERIFF	882				2,931.00	
101-3010-421.21-04	04/09/2014	JAN-JUN 2014 CAL-ID PRGRM	04-09-2014	140334	10/2014		2,931.00	
04/25/2014	84499	SAN DIEGO HABITAT FOR HUMANITY	2				97.70	
101-0000-221.01-05	04/10/2014	REFUND OVERCHG SMIP FEE	5364		10/2014		97.70	
04/25/2014	84500	SEIU LOCAL 221	1821				1,421.33	
101-0000-209.01-08	04/24/2014	PAYROLL AP PPE 4/17/14	20140424		10/2014		1,421.33	
04/25/2014	84501	SIGN IT	2563				1,225.80	
101-3030-423.28-01	03/25/2014	LG TRUCK GRAPHICS	20937	140747	09/2014		1,225.80	
04/25/2014	84502	SKS INC.	412				13,879.01	
501-1921-419.28-15	04/03/2014	800 GAL REG FUEL	1261292-IN	140046	10/2014		3,011.05	
501-1921-419.28-15	04/10/2014	1195 GAL REG/484 G DIESEL	1261405-IN	140046	10/2014		6,637.13	
501-1921-419.28-15	04/17/2014	1,100 GAL REG FUEL	1261536-IN	140046	10/2014		4,230.83	
04/25/2014	84503	SOUTH WEST SIGNAL	488				160.00	
101-5010-431.21-04	03/31/2014	MAR 2014 SIGNAL MAINT	51490	140035	09/2014		160.00	
04/25/2014	84504	SPARKLETTS	2341				56.02	
101-1210-413.30-01	04/05/2014	MAR/APR 2014	10552239 040514	140199	10/2014		56.02	
04/25/2014	84505	TRANSWORLD SYSTEMS INC.	2160				1,270.62	
101-1210-413.20-27	03/31/2014	MAR 2014 COLLECTIONS	881931		09/2014		1,270.62	
04/25/2014	84506	T-MAN TRAFFIC SUPPLY	2469				3,175.74	
201-5015-531.20-06	04/10/2014	ANCHORS/POSTS/BASE	1424	140091	10/2014		3,175.74	
04/25/2014	84507	US BANK	2458				1,449.94	
101-0000-209.01-20	04/24/2014	PAYROLL AP PPE 4/17/14	20140424		10/2014		1,449.94	
04/25/2014	84508	US MOBILE WIRELESS COMMUNICATI	1983				70.00	
101-3020-422.30-02	03/31/2014	FIX BROKEN RADIO	68170	F14057	09/2014		70.00	
04/25/2014	84509	VALLEY POWER SYSTEMS, INC	760				4,749.07	
501-1921-419.28-01	04/11/2014	E-39 TRUCK REPAIR	C29784	140758	10/2014		4,749.07	
04/25/2014	84510	VERIZON WIRELESS	2317				1,412.82	
101-5020-432.27-05	04/08/2014	03/09/2014-04/08/2014	9723149975		09/2014		633.54	
101-3040-424.27-05	04/08/2014	03/09/2014-04/08/2014	9723149975		09/2014		48.85	
101-3020-422.27-05	04/08/2014	03/09/2014-04/08/2014	9723149975		09/2014		148.61	
101-3030-423.27-05	04/08/2014	03/09/2014-04/08/2014	9723149975		09/2014		184.48	
101-3070-427.27-05	04/08/2014	03/09/2014-04/08/2014	9723149975		09/2014		50.64	
101-1230-413.27-05	04/08/2014	03/09/2014-04/08/2014	9723149975		09/2014		112.67	
503-1923-419.27-05	04/08/2014	03/09/2014-04/08/2014	9723149975		09/2014		221.71	
503-1923-419.27-05	04/08/2014	03/09/2014-04/08/2014	9723149975		09/2014		12.32	

PREPARED 04/25/2014, 15:55:24
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 04/07/2014 TO 04/25/2014

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
04/25/2014 101-1910-419.21-04	84511 03/31/2014	VORTEX INDUSTRIES, INC.	786				265.50
		ROLLING DOOR REPAIRS		11-817511-1	140111	09/2014	265.50
04/25/2014 101-1920-419.29-04	84512 04/17/2014	WAGE WORKS INC.	2210				107.75
		APR 2014		125AI0313087	140161	10/2014	107.75
04/25/2014 101-6040-454.30-02	84513 04/04/2014	WAXIE SANITARY SUPPLY	802				720.57
		JANITORIAL SUPPLIES		74520809	140013	10/2014	720.57
04/25/2014 101-1020-411.28-14	84514 04/01/2014	WEST GROUP CTR	826				128.52
		MAR 2014		829281912	140187	09/2014	128.52
DATE RANGE TOTAL *							302,615.84 *



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *EH FOR*

MEETING DATE: MAY 7, 2014

ORIGINATING DEPT.: PUBLIC WORKS *AH*

SUBJECT: ADOPTION OF RESOLUTION NO. 2014-7475 AUTHORIZING THE CITY MANAGER TO SIGN THE SECOND AMENDMENT TO THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM REGIONAL STORM WATER COPERMITTEE MEMORANDUM OF UNDERSTANDING

EXECUTIVE SUMMARY:

This resolution asks for approval of the Second Amendment to the National Pollutant Discharge Elimination System (NPDES) Regional Storm Water Copermittee Memorandum of Understanding (MOU) of November 16, 2007. This amendment will extend the termination date of the existing MOU to August 31, 2015 and allow for the regional cost share of Storm Water Permit obligations under R9-2013-0001 for Fiscal Year 2014-15.

BACKGROUND:

The San Diego Regional Water Quality Control Board (RWQCB) Municipal Storm Water Permit requires a MOU between the San Diego County Copermittees to provide for a cooperative effort among the County of San Diego (County), the San Diego Unified Port District (Port), the San Diego County Regional Airport Authority (Airport), and the incorporated cities of San Diego, Carlsbad, Chula Vista, Coronado, Escondido, Imperial Beach, La Mesa, San Marcos, Del Mar, El Cajon, Encinitas, Lemon Grove, National City, Oceanside, Poway, Santee, Solana Beach, and Vista (Cities), collectively called Copermittees. Per the requirements of the Municipal Storm Water Permit 2007-0001, the City adopted Resolution No. 2007-6562 authorizing the City Manager to sign the Regional Storm Water Copermittee MOU of November 16, 2007. The first amendment to this MOU was approved by Council through Resolution No. 2010-6883.

The purpose of the MOU was to establish shared program responsibilities for each Copermittee with respect to compliance with the NPDES Permit as authorized by regulations administered by the United States Environmental Protection Agency under the authority granted by the Federal Water Pollution Control Act (Clean Water Act) 33 USCA 1251 et seq. as amended. More importantly, the MOU established the cost share responsibilities to implement the various storm water program requirements among the Copermittees. The current MOU expires on May 8, 2014.

The San Diego RWQCB adopted a new Municipal Storm Water Permit R9-2013-0001 on May 8, 2013. The new Municipal Storm Water Permit requires the development of Water Quality

Improvement Plans (WQIPs) to guide the various storm water program elements at the watershed level. The WQIPs will take until June 2015 to be fully developed. The Copermittess are still developing a work plan on how to best implement the new Permit requirements at either a watershed or regional level and are not prepared to adopt a new MOU for Permit R9-2013-0001. In order to meet the existing Permit obligations under the new Permit the Copermittes wish to amend the existing MOU to extend the termination date through August 31, 2015 and expressly limit the Fiscal Year (FY) 2014-15 expenditures to those identified in Second Amendment to the MOU.

ANALYSIS:

The proposed Second Amendment to the MOU updates contract language, incorporates the FY 2014-15 Consolidated Work Plan and Budget, and extends the termination date through August 31, 2015. This update effectively allows the Copermittes to be in compliance with NPDES Order No. R9-2013-0001 through the next fiscal year and allows more time for Copermittes to develop WQIPs and work plans to meet the new Permit requirements.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

This MOU proposes the one year work plan for FY 2014-15 to meet the regional Permit requirements for Order R9-2013-0001. The proposed budget in the MOU is not to exceed \$4,051,589. The cost share for Imperial Beach is 0.95% or \$38,548. The Consolidated Work Plan and Budget for FY 2014-15 is provided as part of the Second Amendment to the MOU. Fiscal impacts are covered under the Stormwater Division budget.

RECOMMENDATION:

1. That the City Council authorize the City Manager to sign the Second Amendment to the NPDES Regional Storm Water Copermittes MOU as shown in Attachment 2

Attachments:

1. Resolution No. 2014-7475
2. Second Amendment to the NPDES Regional Storm Water Copermittes MOU

RESOLUTION NO. 2014-7475

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

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

WHEREAS, the First Amendment to the MOU was adopted by the City through Resolution No. 2010-6883; and

WHEREAS, the Copermittees wish to adopt a Second Amendment to the MOU to meet the Storm Water Permit requirements adopted May 8, 2013 by the San Diego Regional Water Quality Control Boards in Order No. R9-2013-0001; and

WHEREAS, the Second Amendment to the MOU will extend the existing MOU through August 31, 2015 and expressly limit the Fiscal Year 2014-15 expenditures to those identified in the new MOU; and

WHEREAS, the Second Amendment to the MOU is necessary to meet Storm Water Permit requirements in Order R9-2013-0001.

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 7th day of May 2014, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

**SECOND AMENDMENT TO NATIONAL POLLUTANT
DISCHARGE ELIMINATION SYSTEM
SAN DIEGO REGIONAL STORMWATER COPERMITTEES
MEMORANDUM OF UNDERSTANDING**

This Second Amendment to National Pollutant Discharge Elimination System San Diego Regional Stormwater Copermittees Memorandum of Understanding (MOU), dated March 21, 2014, is entered into by the County of San Diego (County), the San Diego Unified Port District (Port), the San Diego County Regional Airport Authority (Airport), and the incorporated cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, Santee, San Marcos, Solana Beach, and Vista (Cities), collectively called Copermittees.

RECITALS

WHEREAS, on May 8, 2013, the San Diego Regional Water Quality Control Board (SDRWQCB) issued NPDES Order No. R9-2013-0001, which includes requirements in addition to those that were imposed on the Copermittees in NPDES Permit No. R9-2007-0001; and

WHEREAS, the Copermittees entered into a National Pollutant Discharge Elimination System, San Diego Regional Stormwater Copermittees, Memorandum of Understanding (MOU) on November 16, 2007 to comport with the NPDES Permit No. R9-2007-001 requirement that they cooperate in the implementation of activities and programs;

WHEREAS, the Copermittees entered into a First Amendment to National Pollution Discharge Elimination System San Diego Regional Stormwater Copermittees Memorandum of Understanding, dated November 16, 2007, (First Amendment) on June 15, 2010 in order to allow the refund of budgeted but unspent funds to the Parties at the conclusion of each fiscal year; and

WHEREAS, the Copermittees wish to amend the MOU to extend the termination date of the MOU through August 31, 2015, and expressly limit the sharing of Fiscal Year 2014-15 expenditures to those identified in this amendment.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises contained herein, the parties agree to amend and supplement the MOU as follows:

1. SECOND AMENDMENT TO NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), SAN DIEGO REGIONAL STORMWATER COPERMITTEES MEMORANDUM OF UNDERSTANDING

1.1 Paragraph four under "RECITALS" is hereby amended and restated to read in its entirety as follows:

WHEREAS, the County, the Port, the Airport, and the Cities desire to implement an integrated stormwater management program with the objective of improving surface water quality in the County of San Diego. However, some Copermittees have appealed Order R9-2013-0001 to the State Water Resources Control Board pursuant to the Ca. Water Code. A stay of Order R9-2013-0001 has not been granted by the SWRCB of the provisions of that order. The fact that those Copermittees are moving forward simultaneously with this MOU while appealing the Order is not intended to constitute a waiver of those appeal rights by those entities pursuing the appeals; and

1.2 Section II.B.2 of the MOU entitled "Annual Shared Cost Budgets and Work Plans" is hereby amended to add sub-section e, which will read as follows:

e. The regional costs to be shared by the Copermittees during Fiscal Year 2014-15 shall not exceed \$4,051,589. These funds may only be used toward expenditures identified in the FY 2014-15 Consolidated Work Plan and Budget included as MOU Attachment 2, or as subsequently modified by unanimous consent of all Copermittees.

1.3 Exhibit A to this amendment is hereby added as Attachment 2 to the MOU.

1.4 Section VII.A of the MOU, entitled "Term of Agreement", is hereby amended and restated to read in its entirety as follows:

1. This MOU shall become effective on the date the last party executes the MOU.
2. The life of the MOU shall run through August 31, 2015.

1.5 Section VII.C of the MOU, entitled "Non-Compliance with MOU Requirements", is hereby amended and restated to read in its entirety as follows:

1. Any participant to this MOU found to be in non-compliance with the conditions of this MOU shall be solely liable for any lawfully assessed penalties resulting from such non-compliance. Failure to comply with MOU conditions within specified or agreed upon timelines shall constitute non-compliance with the MOU.
2. Federal Limitations on Use of Airport Revenue. Notwithstanding the rights and obligations of the Parties created by this MOU, no Party may be found in breach of this MOU where compliance would require that Party to violate any law or grant assurance, including but not limited to provisions of the Federal Aviation Administration 1999 Policy and Procedure Concerning the Use of Airport Revenue [64 Fed. Reg. 7696, dated Feb. 16, 1999]; the Airport and Airway Improvement Act of 1982 codified at 49 U.S.C. § 47107(b); the Federal Aviation Administration Authorization Act of 1994, P.L. 103-305 (Aug. 23, 1994); the Airport Revenue Protection Act of 1996, Title VIII of the Federal Aviation Administration Act of 1996, P.L. 104-264 (Oct. 9, 1996), 110 Stat. 3269 (Oct. 9, 1996); 49 U.S.C. § 46301(n)(5); and 49 U.S.C. § 47133. The Parties recognize that the Airport has received federal Airport Improvement Project ("AIP") grants containing grant assurance 25, which provides: "All revenues generated by the airport . . . will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport."

2. EFFECT OF AMENDMENT

2.1 This Second Amendment to National Pollutant Discharge Elimination System, San Diego Regional Stormwater Copermittees, Memorandum of Understanding shall be effective and binding on all parties hereto commencing upon the date the last party executes the Second Amendment to MOU.

2.2 This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. In the event that any Copermittee is unable to execute this amendment prior to May 8, 2014, execution of this amendment after that date shall constitute ratification of this amendment, and the MOU and extensions shall be in effect once all signatures are obtained.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

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

IN WITNESS THEREOF, this Second Amendment to MOU is executed as follows:

City of Imperial Beach

Date:

By:

Andy Hall, City Manager

MOU Attachment 2

Fiscal Year 2014-15 Consolidated Work Plan and Budget

Final FY 2014-15 Consolidated Work Plan and Budget

Recommended FY 2014-15 Budget Roll-up	Budget
Program Planning Subcommittee	\$77,700
Education and Residential Sources Workgroup	\$173,538
Land Development Workgroup	\$767,176
Regional Monitoring Workgroup	\$3,012,675
CASQA	\$20,500
Total	\$4,051,589

**Program Planning Subcommittee,
FY14/15 Workplan and Budget**

Attachment 2

Task	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
TASK 1: MEETING SUPPORT				
Subtask 1.A Program Planning Subcommittee Meeting	\$ -	\$ 14,000	\$ 700	\$ 14,700
TASK 2: DEVELOPMENT OF MISCELLANEOUS WORK PRODUCTS				
Subtask 2.A Ad Hoc Funds	\$ -	\$ 50,000	\$ 2,500	\$ 52,500
Subtask 2.B Regional Clearinghouse	\$ -	\$ 10,000	\$ 500	\$ 10,500
TOTAL	\$ -	\$ 74,000	\$ 3,700	\$ 77,700

Subtask 1.A Program Planning Subcommittee Meeting Support.

Provide ongoing support for Program Planning Subcommittee and Regional Management Committee (maintaining group contact lists; preparing and sending out meeting notifications and agendas; arranging for meeting rooms and equipment; taking, preparing, and finalizing meeting minutes or notes; and, coordinating with the Chair or Working Body Support staff to organize and distribute work products to the Working Body, etc.)

Work Product Meeting notes, contact lists, agendas Due Date As-needed Approval Level* Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
PPS Support	\$ -	\$ 14,000	\$ 700	\$ 14,700
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 14,000	\$ 700	\$ 14,700

Subtask 2.A Ad Hoc Funds

Ad Hoc support of the PPS. For example provide support for the permit reopener when the County of Orange joins the permit in 2015. Tasks to be determined by PPS and approved by Regional Management Committee

Work Product Meeting notes, contact lists, agendas Due Date As-needed Approval Level* Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
TBD	\$ -	\$ 50,000	\$ 2,500	\$ 52,500
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 50,000	\$ 2,500	\$ 52,500

Subtask 2.B Regional Clearinghouse

Develop and maintain a Regional Clearinghouse as directed in Provision F.4 of Order R9-2013-0001 (Permit)

Work Product Meeting notes, contact lists, agendas Due Date As-needed Approval Level* Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
TBD	\$ -	\$ 10,000	\$ 500	\$ 10,500
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 10,000	\$ 500	\$ 10,500

**Education and Residential Sources Workgroup,
FY14/15 Work plan and Budget**

Attachment 2

Task	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
TASK 1: MEETING SUPPORT				
Subtask 1.A Education and Residential Sources	\$ -	\$ 3,000	\$ 150	\$ 3,150
TASK 2: DEVELOPMENT OF MISCELLANEOUS WORK PRODUCTS				
Subtask 3.A Regional Program Approach	\$ -	\$ 4,000	\$ 200	\$ 4,200
Subtask 3.B Regional Outreach	\$ -	\$ 22,000	\$ 1,100	\$ 23,100
Subtask 3.C Market Research and Assessment Tools	\$ -	\$ 46,000	\$ 2,300	\$ 48,300
Subtask 3.D Website	\$ -	\$ 750	\$ 38	\$ 788
Subtask 3.E Mass Media Campaign	\$ -	\$ 30,000	\$ 1,500	\$ 31,500
Task 4: RESIDENTIAL COMPLIANCE	\$ -	\$ 60,000	\$ 2,500	\$ 62,500
TOTAL	\$ -	\$ 165,750	\$ 7,788	\$ 173,538

Subtask 1.A Education and Residential Sources Workgroup Meeting Support.

Provide ongoing support for Education and Residential Sources Workgroup (maintaining group contact lists; preparing and sending out meeting notifications and agendas; arranging for meeting rooms and equipment; taking, preparing, and finalizing meeting minutes or notes; and, coordinating with the Chair or Working Body Support staff to organize and distribute work products to the Working Body, etc.)

Work Product Meeting notes, contact lists, agendas
Due Date As-needed
Approval Level* Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
ERS Support	\$ -	\$ 3,000	\$ 150	\$ 3,150
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 3,000	\$ 150	\$ 3,150

Subtask 3.A Regional Program Approach

Examine the (Draft) Water Quality Improvement Plans and develop a Regional Education Plan for the permit cycle, if needed. Review the Regional Residential Education Plan (RURMP Attachment A-2, March 2008) and supplemental reports to develop a program that encourages the development of consistent messages and enables better leverage of resources and utilize economies of scale.

Work Product Draft Regional Education Plan
Due Date As-needed
Approval Level* Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
TBD	\$ -	\$ 4,000	\$ 200	\$ 4,200
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 4,000	\$ 200	\$ 4,200

Subtask 3.B Regional Outreach

Subtask supports efforts for material development and distribution, underserved target audiences, and regional events. Development, creation, and dissemination of regional education outreach material for the public, based on region wide needs or as guided by WQIPs. Ensure representation of underserved communities throughout some work products. Work with professional translators to create effective Spanish material. Collaboration with non-profit agencies to distribute and implement outreach strategies and materials to address low socioeconomic and Spanish speaking communities. Sponsor community outreach events that have regional representation from San Diego County residents.

Work Product Materials, sponsorships
Due Date Ongoing
Approval Level* Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
TBD	\$ -	\$ 22,000	\$ 1,100	\$ 23,100
3.B.1 Materials Development and Distribution		\$ 10,000	\$ 500	
3.B.2 Underserved Target Audiences		\$ 2,000	\$ 100	
3.B.3 Regional Events		\$ 10,000	\$ 500	
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 22,000	\$ 1,100	\$ 23,100

Subtask 3.C Market Research and Assessment Tools

Conduct a region wide survey of residents on current levels of awareness on storm water pollution prevention and self-reported behaviors, to supplement baseline data conducted in a 2009 survey and a follow-up in 2011. The same questions and methods will be used from the previous surveys, with some revisions to reflect changes in the new Permit. Geocoding of results by watershed would allow for watershed-specific analyses. Findings will be used to guide planning and material development.

Work Product 2014/15 San Diego Regional Storm Water Survey
Due Date TBD
Approval Level* Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
Action Research	\$ -	\$ 50,183	\$ 2,509	\$ 52,692
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 50,183	\$ 2,509	\$ 52,692

Subtask 3.D Website

Provide ongoing updates and maintenance to Think Blue SD Region website.

Work Product www.thinkbluesregion.org
Due Date Ongoing
Approval Level* Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
?	\$ -	\$ 750	\$ 38	\$ 788
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 750	\$ 38	\$ 788

Education and Residential Sources Workgroup,
FY14/15 Work plan and Budget

Attachment 2

Subtask 3.E Mass Media

Implement mass media and public relations campaign. Research and secure media placement fore regional program. Distribute PSAs. Revise as needed.

Work Product
Media buys

Due Date
Ongoing

Approval Level*
Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
City of San Diego	\$ -	\$ 30,000	\$ 1,500	\$ 31,500
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 30,000	\$ 1,500	\$ 31,500

Task 4 Residential Compliance

Subtask could include development of a model program for residential inspections, communication of new permit requirements, and address residential inventory and management areas. Other tasks could include engaging non-profits or local universities to assist with residential inspections.

Work Product
TBD

Due Date
As-needed

Approval Level*
Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
TBD	\$ -	\$ 60,000	\$ 3,000	\$ 63,000
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 60,000	\$ 3,000	\$ 63,000

**Land Development Workgroup,
FY14/15 Workplan and Budget (LDW approved 10/29/13)**

Attachment 2

Task	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
TASK 1: LAND DEVELOPMENT WORKGROUP SUPPORT				
Subtask 1.A Land Development Workgroup Support	\$ -	\$ 24,034	\$ 1,202	\$ 25,236
TASK 2: DEVELOPMENT OF MISCELLANEOUS WORK PRODUCTS				
Subtask 2.A HMP Monitoring Project	\$ -	\$ 416,365	\$ 20,818	\$ 437,183
Subtask 2.B BMP Design Manual Update	\$ -	\$ 215,245	\$ 10,762	\$ 226,007
Subtask 2.C Watershed Management Area Analysis (WMAA)	\$ -	\$ 75,000	\$ 3,750	\$ 78,750
TOTAL	\$ -	\$ 730,644	\$ 36,532	\$ 767,176

Subtask 1.A Land Development Workgroup Support

Provide ongoing support for Land Development Workgroup and subworkgroup meetings (maintaining group contact lists; preparing and sending out meeting notifications and agendas; arranging for meeting rooms and equipment; taking, preparing, and finalizing meeting minutes or notes; and, coordinating with the Chair or Working Body Support staff to organize and distribute work products to the Working Body, etc.) Also provide coordination with Working Bodies, provide subject area content as requested for inclusion in the Copermittees' FY 2013-14 Regional URMP Annual Report and consolidated FY 2013-14 Regional URMP Annual Report, develop the Land Development Workgroup FY 2015-16 work plan and budget, provide Work Group updates to the Regional

<u>Work Product</u>	<u>Due Date</u>	<u>Approval Level*</u>
Meeting notes, contact lists, agendas	As-needed	Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
LDW Support	\$ -	\$ 24,034	\$ 1,202	\$ 25,236
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 24,034	\$ 1,202	\$ 25,236

Subtask 2.A HMP Monitoring Project

Weston, ESA-PWA, SDSU, SCCWRP and others to assist with implementation of the HMP monitoring program as required per Resolution No. R9-2013-0001. Efforts should remain cost neutral from prior FY. Efforts will include site selection, surveys, geomorphic assessments, rain event monitoring (rain gage, sediment transport, flow duration, channel incision and widening), changes due to the plan update, and data analysis.

<u>Work Product</u>	<u>Due Date</u>	<u>Approval Level*</u>
Annual project presentation/update	TBD	Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
Monitoring and other field work	\$ -	\$ 326,218	\$ 16,311	\$ 342,529
Reporting, data analysis, and technical assistance	\$ -	\$ 60,000	\$ 3,000	\$ 63,000
Watershed studies	\$ -	\$ 30,147	\$ 1,507	\$ 31,654
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 416,365	\$ 20,818	\$ 437,183

**Regional Monitoring Workgroup,
FY14/15 Workplan and Budget (MON approved 10/29/13)**

Attachment 2

Task	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
TASK 1: MEETING SUPPORT				
Subtask 1.A Regional Monitoring Workgroup Meeting	\$ -	\$ 10,000	\$ 500	\$ 10,500
TASK 2: DEVELOPMENT OF MISCELLANEOUS WORK PRODUCTS				
Subtask 2.A Regional Monitoring Program	\$ -	\$ 2,188,603	\$ 109,430	\$ 2,298,033
Subtask 2.B Regional Reporting Program	\$ -	\$ 566,086	\$ 28,304	\$ 594,390
Subtask 2.E. Reference Study	\$ -	\$ 104,525	\$ 5,226	\$ 109,751
TOTAL	\$ -	\$ 2,869,214	\$ 143,461	\$ 3,012,675

Subtask 1.A Regional Monitoring Workgroup Meeting Support.

Budget item reserved for Weston Solutions, Inc. to attend Coastal Storm Drain Monitoring Workgroup Meetings as directed by the Chair of the Monitoring Workgroup to take meeting notes (at Regional Monitoring Workgroup; attending is included in another budget), prepare and distribute meeting agendas, and update contact lists as needed.

<u>Work Product</u>	<u>Due Date</u>	<u>Approval Level*</u>
Meeting notes, contact lists, agendas	As-needed	Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
Weston Solutions, Inc. (Contract # 534965)	\$ -	\$ 10,000	\$ 500	\$ 10,500
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 10,000	\$ 500	\$ 10,500

Subtask 2.A Regional Monitoring Program

As directed, develop and implement regional monitoring programs and activities in support of complying with RWQCB Order R9-2013-0001 (Permit). Receiving water monitoring as outlined in Table 1 of Order R9-2007-0001, Transitional wet weather MS4 outfall monitoring, and participation in the Regional Monitoring Bight '13 Program. Specifically, the Permit year 2 monitoring includes receiving water monitoring at 16 northern MLS/TWAS stations, bioassessment monitoring for macroinvertebrates and benthic algae at 22 stations, participation in the SMC bioassessment monitoring, toxicity identification evaluation testing (at MLS and TWAS as needed), regional lagoon monitoring as a follow up pending the results of Bight 13 Lagoon Monitoring Program, sediment pyrethroid monitoring of post storm sediment samples from the 16 northern MLS/ TWAS stations, and MS4 Outfall Monitoring.

<u>Work Product</u>	<u>Due Date</u>	<u>Approval Level*</u>
Meeting notes, contact lists, agendas	As-needed	Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
Weston Solutions, Inc. (Contract # 535693)	\$ -	\$ 2,188,603	\$ 109,430	\$ 2,298,033
Mass Loading Station/Water Quality Monitoring		\$ 1,326,546		
Rapid Stream Bioassessment		\$ 226,018		
Toxicity Identification Analyses		\$ 33,441		
Sediment Quality Monitoring		\$ 171,030		
Pyrethroid Monitoring		\$ 20,167		
MS4 Outfall Monitoring		\$ 411,402		
Other Direct Costs: (none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 2,188,603	\$ 109,430	\$ 2,298,033

**Regional Monitoring Workgroup,
FY14/15 Workplan and Budget (MON approved 10/29/13)**

Attachment 2

Subtask 2.B Regional Reporting Program

Provide QA/QC, tabulated data and upload data to CEDEN per the anticipated requirements of Draft Technical Order No. R9-2013-0001. Create an annual monitoring report for the first full year of the transitional monitoring and assessment program. The report will include the results of monitoring conducted from October 2012 through September 2014. Develop a Sediment Quality Monitoring Plan and Quality Assurance Project Plan to satisfy the Sediment Quality Monitoring requirements of the 2013 Permit. Prepare Bight '13 Report for San Diego Copermittees Lagoon Effort and the MS4 Program 5-year Assessment Report. Consultant contract administered by County (see Contract 534965); Consultant expenses are invoiced and paid approximately monthly.

Work Product Meeting notes, contact lists, agendas Due Date As-needed Approval Level* Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
Weston Solutions, Inc. (Contract # 534965)	\$ -	\$ 566,086	\$ 28,304	\$ 594,390
Watershed Monitoring Workgroup Mtgs/Presentations		\$ 24,360		
Receiving water data analysis		\$ 77,996		
Third party data processing		\$ 13,240		
MS4 data analysis, tables, and mapping		\$ 70,916		
Transitional wet weather MS4 outfall modeling		\$ 57,752		
Writing, WMA Assessments, and Draft report		\$ 117,640		
Response to comments, final editing, and Final report		\$ 45,094		
Receiving water and MS4 data upload to CEDEN		\$ 14,000		
Bioassessment Reporting		\$ 16,344		
Bight '13 Reporting		\$ 67,992		
MS4 Program 5-Year Assessment		\$ 26,412		
Sediment Monitoring Plan and QAPP		\$ 34,340		
Other Direct Costs:(none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 566,086	\$ 28,304	\$ 594,390

Subtask 2.D Regional Reference Study

Conduct a study to measure wet and dry weather concentrations and loads of nutrients, metals and bacteria at minimally disturbed (reference) sites. The study results will help determine the natural bacteria loadings and WQO exceedance frequencies for beaches and will help quantify naturally-occurring bacteria, nutrients and heavy metal concentrations and loadings during dry and wet weather for streams. Consultant Contract administered by the County (see Contract # 543771).

Work Product Meeting notes, contact lists, agendas Due Date As-needed Approval Level* Workgroup

**Approval Level: Workgroup, RMC Informational, or RMC Agenda)*

Contract	FY13/14 Rollover Funds	Contract/ Staff Cost	Contract Management 5%	Budget
SCCWRP (Contract # 543771)	\$ -	\$ 104,525	\$ 5,226	\$ 109,751
Other Direct Costs:(none)	\$ -	\$ -	\$ -	\$ -
Staff Time to Support Direct Cost Purchases		\$ -		\$ -
TOTAL	\$ -	\$ 104,525	\$ 5,226	\$ 109,751



AGENDA ITEM NO. 2-4

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *PH FOR*
MEETING DATE: MAY 7, 2014
ORIGINATING DEPT.: PUBLIC WORKS *HAL*
SUBJECT: ADOPTION OF RESOLUTION NO. 2014-7476 APPROVING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM SAN DIEGO BAY WATERSHED MANAGEMENT AREA MEMORANDUM OF UNDERSTANDING

EXECUTIVE SUMMARY:

This Memorandum of Understanding (MOU) with the responsible agencies in the San Diego Bay Watershed Management Area (WMA) formalizes the terms, conditions, and cost share specific to the development of the Water Quality Improvement Plan (WQIP) for the San Diego Bay watershed. The term of this MOU is through June 30, 2015 and includes the WQIP development costs for Fiscal Year 2014-15. Staff is seeking City Council's adoption of Resolution No. 2014-7476 approving this MOU.

BACKGROUND:

The San Diego Regional Water Quality Control Board adopted Municipal Storm Water Permit Order No. R9-2013-0001 on May 8, 2013. The permit requires the jurisdictions within each of the nine San Diego County watersheds to collaborate and develop WQIPs specific to each watershed. The City of Imperial Beach is participating in the development of both the San Diego Bay WQIP and the Tijuana River WQIP. This MOU is specific to the San Diego Bay WMA and establishes the cost share and responsibilities for each party within the MWA with respect to the development of the WQIP for Fiscal Year 2014-15. This MOU will expire on June 30, 2015.

The responsible agencies in the San Diego Bay WMA tasked with the development of the WQIP include the County of San Diego, the San Diego Unified Port District, the San Diego County Regional Airport Authority, and the incorporated cities of San Diego, Chula Vista, Coronado, Imperial Beach, La Mesa, Lemon Grove, and National City. Caltrans is also a partnering agency in the development of the WQIP as it relates to the Chollas Creek Total Maximum Daily Load (TMDL).

ANALYSIS:

Provision B in the Municipal Storm Water Permit Order No. R9-2013-0001 outlines the specific requirements for the development of the San Diego Bay WQIP. This MOU with the responsible agencies in the San Diego Bay WMA is necessary to formalize the terms, conditions, and cost share specific to the development of the WQIP for this watershed. The MOU is provided as Attachment 2.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

This MOU covers the development costs for the San Diego Bay WQIP for Fiscal Year 2014-15 as required by Order R9-2013-0001. The proposed budget in the MOU is provided as Exhibit 1 to the MOU in Attachment 2 and is not to exceed \$398,564. The cost share for Imperial Beach is approximately 2% or \$7,459. Fiscal impacts are covered under the Stormwater Division budget.

RECOMMENDATION:

1. That the City Council adopt Resolution No. 2014-7476 authorizing the City Manager to sign the NPDES San Diego Bay WMA MOU as shown in Attachment 2

Attachments:

1. Resolution No. 2014-7476
2. San Diego Bay Watershed Management Area MOU

RESOLUTION NO. 2014-7476

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM SAN DIEGO BAY WATERSHED MANAGEMENT AREA MEMORANDUM OF UNDERSTANDING

WHEREAS, the San Diego Regional Water Quality Control Board adopted Municipal Storm Water Permit Order R9-2013-0001 for the San Diego Copermittees on May 8, 2013; and

WHEREAS, Provision B of Permit Order R9-2013-0001 requires the development and implementation of a Water Quality Improvement Plan for the San Diego Bay Watershed Management Area; and

WHEREAS, the San Diego Bay Watershed Management Area is defined in the Municipal Permit to include the Pueblo San Diego, Sweetwater, and Otay Hydrologic Units and identifies the County of San Diego, Port of San Diego, Airport Authority, and the incorporated cities of San Diego, Chula Vista, Coronado, Imperial Beach, La Mesa, Lemon Grove, and National City as the Copermittees of the San Diego Bay Watershed Management Area; and

WHEREAS, this Memorandum of Understanding was developed in collaboration with the San Diego Bay Watershed Management Area Copermittees and equitably shares the costs and efforts for the development of the San Diego Bay WQIP; and

WHEREAS, this Memorandum of Understanding is necessary to meet Storm Water Permit requirements in Order R9-2013-0001.

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 National Pollution Discharge Elimination System San Diego Bay Watershed Management Area Memorandum of Understanding is approved.
3. The City Manager is authorized and directed to sign the National Pollution Discharge Elimination System San Diego Bay Watershed Management Area Memorandum of Understanding.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 7th day of May 2014, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

National Pollutant Discharge Elimination System
San Diego Bay Watershed Management Area
MEMORANDUM OF UNDERSTANDING
April 16, 2014

This Memorandum of Understanding (MOU), entered into by the County of San Diego (County), the San Diego Unified Port District (Port), the San Diego County Regional Airport Authority (Airport), and the incorporated cities of San Diego, Chula Vista, Coronado, Imperial Beach, La Mesa, Lemon Grove, and National City (Cities), collectively called Copermittees, and Caltrans, (together with the Copermittees collectively called Parties, and each of the Parties may individually hereinafter be called a Party), establishes the responsibilities of each Party with respect to the development of a Water Quality Improvement Plan (WQIP) in compliance with the San Diego Regional Water Quality Control Board's National Pollutant Discharge Elimination System (NPDES) Municipal Permit, Order No. R9-2013-0001 (Municipal Permit). NPDES regulations are administered by the United States Environmental Protection Agency (U.S. EPA) under the authority granted by the Federal Water Pollution Control Act (Clean Water Act) 33 USCA 1251 et seq. as amended.

RECITALS

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

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

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

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

WHEREAS, on, May 8, 2013, the Regional Board issued the Municipal Permit governing waste discharge requirements for stormwater and urban runoff from the County, the Port, the Airport, and the Cities, naming these entities as Copermittees. The Municipal Permit became effective on June 27, 2013; and

WHEREAS, the San Diego Bay Watershed Management Area is defined in the Municipal Permit to include the Pueblo San Diego, Sweetwater and Otay Hydrologic Units and identifies the County, Port, Airport, and the incorporated cities of San Diego, Chula Vista, Coronado, Imperial Beach, La Mesa, Lemon Grove, and National City as the Copermittees of the San Diego Bay Watershed Management Area; and

WHEREAS, pursuant to Provision B of the Municipal Permit the Copermittees located within each Watershed Management Area are required to develop a Water Quality Improvement Plan (WQIP); and

WHEREAS, the Regional Board adopted Resolution No. R9-2002-0123 approving an amendment to the Water Quality Control Plan for the San Diego Basin (Basin Plan) to incorporate a Total Maximum Daily Load (TMDL) for Diazinon in the Chollas Creek Watershed and Resolution No. R9-2007-0043 approving an amendment to the Basin Plan to incorporate TMDLs for dissolved copper, lead, and zinc in the Chollas Creek Watershed and Resolution No. R9-2010-0001 approving an amendment to the Basin Plan to incorporate the Beaches and Creeks Bacteria TMDL. These TMDL resolutions are collectively called the Chollas Creek TMDLs; and

WHEREAS, Caltrans has been named in the Chollas Creek TMDLs as a responsible party and is required to participate in the development of and updates to a Comprehensive Load Reduction Plan (or CLRP); and

WHEREAS, Attachment E of the Municipal Permit requires provisions and schedules for implementation of TMDLs, including Chollas Creek TMDLs to be incorporated into the WQIP; and

WHEREAS, the Copermittees desire to develop a WQIP in compliance with the requirements of the Municipal Permit but do so without waiving and expressly subject to any and all objections and appeals made by any Copermittee in response to the Municipal Permit; and

WHEREAS, although Caltrans is not a part of the Municipal Permit, Caltrans will work cooperatively with the local MS4s per NPDES permit 2012-0011-DWQ NO. CAS000003 in developing the portions of the WQIP related to the Chollas Creek TMDLs; and

WHEREAS, the Parties recognize that resources, including consultant services and staff time, are needed to complete the development of the WQIP; and

WHEREAS, the Copermittees acknowledge that it is imperative for each Copermittee to accept certain roles and responsibilities in order to achieve timely completion of the final WQIP; and

WHEREAS, all Parties intend this MOU to provide the management and cost-sharing structures, and an outline of the Copermittees' participation requirements necessary for the development of, and Regional Board approval of the WQIP.

WHEREAS, the Port, as part of their shared responsibilities in joint activities, has accepted to execute and administer consultant contracts.

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

I. DEFINITIONS

CLRP means Comprehensive Load Reduction Plan. For the purposes of this MOU, the CLRP refers to the work occurring in Chollas Creek by TMDL Participants to comply with the Chollas Creek TMDLs.

Contract Administration means developing, soliciting, awarding, and managing consultant contracts. Consultants shall be selected by a panel comprised of at least three Copermittees nominated by the Watershed Management Committee.

Copermittee means any responsible Copermittee listed in Table B-1 of the Municipal Permit under the San Diego Bay Watershed Management Area and a signatory to this MOU.

Copermittee Special Responsibilities and Roles means responsibilities listed under Sections V.1 to V.5 below. Each Copermittee's special responsibilities are in addition to the General Copermittee Responsibilities listed under Section IV below.

Coordinator means a Copermittee that has accepted a nomination by the Watershed Management Committee to provide leadership and direction to other Copermittees participating in any one of the Copermittee Special Responsibilities described in Section V of this MOU. Coordinator positions include WQIP Coordinator, Monitoring Coordinator, and Public Participation Coordinator.

Fiscal Year means July 1 of each year to June 30 of the following year.

Quorum means the minimum number of Copermittees needed for a voting item to occur during a meeting. As specified in Section VIII of this MOU, depending on the nature of the voting item, different numbers of Parties may be eligible to vote. For the purposes of this MOU, a Quorum can never be less than three Parties. The following provides the Quorum that corresponds to each number of Parties eligible to vote.

Number of Parties Eligible to Vote	Quorum
11	At least 9
10	At least 8
9	At least 8
8	At least 7
7	At least 6
6	At least 5
5	At least 4
4	4
3	3

Monitoring Coordinator means a Coordinator that has taken on monitoring coordination responsibilities as described in Section V of this MOU.

Party or Parties means all of the Copermittees and Caltrans.

Party General Responsibilities means an established level of participation required by all Parties during Watershed Management Committee meetings and public functions. Examples of Party General Responsibilities include: regularly attending meetings; receiving, reviewing, and providing input on correspondence, meeting materials, and work products; participating in the development, review, and finalization of work products; and carrying out responsibilities designated by the Watershed Management Committee.

Principal Watershed Copermittee means presiding over and providing leadership and direction for the watershed during development of the WQIP. This includes serving as a point of contact to external entities such as Regional Board staff, stakeholders, and industry groups, soliciting group input on and developing meeting content, facilitating meetings, and finalizing work products for distribution, all in cooperation of all other Parties as determined by the Watershed Management Committee.

Public Participation Coordinator means a Coordinator that has taken on public participation coordination responsibilities as described in Section V of this MOU.

San Diego Bay Watershed Management Area means the area comprised of the Pueblo San Diego, Sweetwater, and Otay Hydrologic Units, as stated in the Municipal Permit.

Secretary means a Copermittee nominated by the Watershed Management Committee to take responsibility for tasks listed under Section V.5 of this MOU. This includes: maintaining group contact lists; preparing and sending out meeting notifications and agendas; arranging presenters, facilitators, and presentation materials prior to meeting; arranging for meeting rooms and equipment; taking, preparing, and finalizing meeting minutes or notes; organizing and maintaining records, correspondence, minutes or notes of meetings, and other information; and, coordinating with the Principal Watershed Copermittee(s) to organize and distribute work products to the Parties.

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

TMDL Participant means a sub-set of Copermittees identified in Attachment E of the Municipal Permit as "Responsible Copermittees" plus any other Party to this MOU also named in a TMDL or accepted as a participant in that TMDL by the Copermittees.

Two-Thirds Majority means at least two-thirds (67%) of the Parties making up the Quorum, rounded up to the nearest integer.

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

Watershed Management Committee means a committee comprised of the ten San Diego Bay Watershed Copermittees and Caltrans. The Watershed Management Committee meets on a regular frequency to discuss watershed-related issues and works collectively to comply with the Municipal Permit's watershed requirements.

Water Quality Improvement Consultation Panel means a panel of stakeholders with relevant interest and expertise formed pursuant to Section F.1.a.(1).(b) of the Municipal Permit to provide input and recommendations during the development of the WQIP.

Water Quality Improvement Plan (WQIP) means a document to be developed pursuant to Section B of the Municipal Permit in order to guide the Copermittees' jurisdictional runoff

management programs towards achieving the outcome of improved water quality in municipal storm water discharges and receiving waters.

WQIP Coordinator means a Coordinator that has taken on WQIP coordination responsibilities as described in Section V of this MOU.

WQIP Consultant means a contracted firm selected by the Copermittees to collaborate and develop the WQIP for the San Diego Bay Watershed Management Area. The WQIP Consultant shall be selected by a panel of Copermittees nominated by the Watershed Management Committee. The agreement with the WQIP Consultant shall be administered by the WQIP Coordinator by means of an approved process deemed standard procurement practice by the WQIP Coordinator.

WQIP Scope of Work means the detailed work plan created by the Parties to ensure that the WQIP Consultant has a clear understanding of the level of services to be provided when developing the WQIP. The WQIP Scope of Work shall be used to solicit consultant services, develop cost estimates and dictate specific deliverables throughout the course of the WQIP development.

II. TERM:

The term of this MOU commences on the date of the last signature of the duly authorized representatives of the Parties and shall expire on June 30, 2015.

III. MEETING FREQUENCY

Unless a different minimum meeting frequency is established through the unanimous approval of all Parties, the Watershed Management Committee shall meet at least twelve (12) times per year. Notice of any meeting at which a vote will be held will be provided via email to the designated contact person for each Party, based on the most recent contact list maintained by the Secretary, at least one week (seven calendar days) before the meeting.

IV. PARTY GENERAL RESPONSIBILITIES

The Parties of this MOU shall collaborate on the development and implementation of a WQIP, including strategies and approaches designed to achieve the goals of Provision B of the Municipal Permit for the San Diego Bay Watershed Management Area. The following responsibilities apply to all Copermittees and to Caltrans only for the portions of the WQIP relating to the Chollas Creek TMDLs:

1. Each Party shall designate a representative to participate in meetings and functions, as follows:
 - i. Regularly attend Watershed Management Committee meetings and other special group meetings for which they have been nominated,
 - ii. Provide input to annual WQIP development budget.
 - iii. Participate in agenda items and exercise voting representation for budget and non-budgetary-related items at Watershed Management Committee meetings

- iv. Identify the respective jurisdiction's watershed point of contact, as applicable.
 - v. Review and provide input to the WQIP Coordinator on the WQIP Scope of Work
 - vi. Collect information regarding jurisdictional activities as needed; respond promptly to requests from the Principal Copermittee(s), WQIP Coordinator, Monitoring Coordinator, and/or Public Participation Coordinator to provide data, information, and other input.
 - vii. Assist the WQIP Consultant to identify the jurisdiction-specific strategies and/or activities, and monitoring efforts that are to be considered, and are consistent with WQIP priorities and all minimum standards
 - viii. Attend stakeholder outreach events and other public workshops as required by the Municipal Permit as part of the WQIP development process, and where applicable, provide Copermittee-specific information as requested by the Public Participation Coordinator for use at public meetings.
 - ix. Attend individual jurisdiction-specific meetings with the WQIP Consultant intended to identify the jurisdictional elements specific to each Party.
 - x. Review and comment on WQIP-related documents, monitoring reports, meeting materials and other required work products (draft and final), and approve final work products.
 - xi. Review public comments to determine how they will be used in the WQIP development.
 - xii. Participate in the selection of the Water Quality Improvement Consultation Panel representatives.
2. Copermittees, or a subset thereof, shall agree to participate in the selection of one or more consultants to perform the work identified in the WQIP Scope of Work. The participation shall include but not be limited to review of submitted proposals, interviews with consultants, and determination of final consultant selection.
3. The following provisions relate to the Party General Responsibilities with respect to the deliverables and activities:
- i. Each Party understands that it is the Watershed Management Committee's responsibility jointly to approve the WQIP Consultant work plan and timeline, and ensure that deliverables progress according to schedule.
 - ii. Each Party acknowledges and accepts responsibility for its own jurisdictional assessment, activities/strategies implementation and schedule.
 - iii. Each Party will be able to individually meet with the WQIP Consultant to develop jurisdiction-specific assessments, strategies, and schedules using the structure defined in the WQIP Scope of Work, not to exceed the number of hours for jurisdiction-specific WQIP Consultant assistance allocated to the Party in the WQIP Scope of Work. Each Party further acknowledges that they are solely responsible for the review and accuracy of the jurisdiction-specific deliverables.
4. Parties shall not be liable for costs incurred by any other Party pursuant to this MOU, including, but not limited to, staff time or consultants retained by any other Party in the fulfillment of Party General Responsibilities.

V. COPERMITTEE SPECIAL RESPONSIBILITIES AND ROLES:

The Copermittees have agreed upon a division of management, designated as Copermittee Special Responsibilities and Roles, to balance the management of WQIP-development related tasks. The roles designated herein shall define the responsibilities for each role and serve as the management structure from which a comprehensive WQIP and Monitoring Plan will be developed, meeting all requirements of the Municipal Permit, including public participation and will remain in place for the duration of this MOU. The identification of Copermittee Special Responsibilities and Roles are as follows:

1. Principal Watershed Copermittees. The City of Chula Vista is designated as the Principal Copermittee for the Otay sub-watershed. The Cities of Lemon Grove and National City are jointly designated as Principal Watershed Copermittees for the San Diego Bay Watershed Management Area. These Copermittees shall provide the following functions for the Watershed:
 - i. Serve as liaison between Parties in the San Diego Bay Watershed Management Area and the Regional Board on general permit issues.
 - ii. Finalize an MOU for a two-year WQIP development period
 - iii. Serve as a point of contact to external entities such as stakeholders and the public.
 - iv. Ensure publicly available and noticed opportunities for public involvement in the WQIP (with Public Participation Coordinator).
 - v. Submit deliverables as required by Section F.1 of the Municipal Permit with help from other Coordinators. Deliverables specifically include:
 1. Water Quality Conditions Section
 2. Water Quality Improvement Goals, Strategies, and Schedules Section
 3. Final WQIP
 - vi. Coordinate and develop, together with other Principal Watershed Copermittees in the San Diego region, the Regional Clearinghouse required by the Municipal Permit (F.4).
 - vii. Coordinate progress report presentations to the Regional Board as requested by Municipal Permit (F.3.a).
 - viii. Regularly maintain contact with other Coordinators and Parties regarding deliverables, schedules, deadlines, etc.
 - ix. Develop meeting content and agendas; solicit group input.
 - x. Facilitate/chair Watershed Management Committee meetings.
 - xi. Attend Water Quality Improvement Consultation Panel meetings and Public Workshops, as needed.
2. WQIP Coordinator(s). The Port is hereby designated the lead WQIP Coordinator, with the City of Coronado providing support in carrying out the responsibilities of this role. This role shall provide the following functions for the Watershed:
 - i. Coordinate / Finalize WQIP Scope of Work for all three deliverables.
 - ii. Issue RFP, participate in consultant selection panel, and conduct interviews for WQIP development consultant.
 - iii. Execute and administer consultant contract.
 - iv. Serve as WQIP Consultant point of contact with regards to WQIP development.
 - v. Maintain a regularly updated timeline of WQIP development.
 - vi. Direct WQIP Consultant to prepare technical responses to the public comments as the Copermittees deem necessary.

- vii. Following the Watershed Management Committee analysis of public input and direction received from Principal Watershed Copermittees, direct WQIP Consultant to modify the WQIP, as applicable.
 - viii. Coordinate submittal of alternative compliance project sites from jurisdictions.
 - ix. Coordinate the preparation of deliverables as required by the Municipal Permit (F.1). Deliverables specifically include:
 - 1. Water Quality Conditions Section
 - 2. Water Quality Improvement Goals, Strategies, and Schedules Section
 - 3. Final WQIP
 - x. Provide regular updates to Parties on contract administration, costs, budget status, expenditures, etc.
 - xi. Issue invoices to Parties for their share of the costs, maintain an account for shared costs, provide accounting/budget/cost for Watershed Management Committee approval.
3. Monitoring Coordinator(s) .The County is hereby designated the lead Monitoring Coordinator, with the City of La Mesa providing support in carrying out the responsibilities of this role. This role shall provide the following functions for the Watershed:
- i. Coordinate and conduct the Transitional Monitoring and Assessment Program, including sampling, analysis and reporting.
 - ii. Serve as monitoring point of contact for WQIP Consultant; collect monitoring information from Parties as needed.
 - iii. Act as watershed liaison with San Diego Regional Monitoring group.
 - iv. Assist WQIP Consultant in the development of the WQIP watershed monitoring program.
 - v. Issue and oversee monitoring contract(s), if applicable during the two-year transition period.
 - vi. Coordinate and finalize Transitional Monitoring and Assessment Reports per Municipal Permit Section F.3.b.(2).
 - vii. Represent Copermittees on regional monitoring issues in front of the Regional Board.
 - viii. Participate in public workshops and Consultation Panel meetings to provide information and answer questions regarding regional monitoring issues.
4. Public Participation Coordinator(s). The City of San Diego is hereby designated the lead Public Participation Coordinator, with the City of Imperial Beach providing support in carrying out the responsibilities of this role. This role shall provide the following functions for the Watershed:
- i. Ensure publicly available and noticed opportunities for public involvement in the WQIP.
 - ii. Ensure comments from the public are solicited, recorded, and acknowledged.
 - iii. Prepare agendas and take notes for Water Quality Improvement Consultation Panel and other public meetings.
 - iv. Send out notices pertaining to requests for watershed-related data and participation on the Water Quality Improvement Consultation Panel to the public via the interested persons distribution list with input from the Copermittees and postings on the Project Clean Water website.
 - v. Update Project Clean Water website with information pertaining to WQIP development, including reports and program documents.

- vi. Maintain a current contact list of interested persons with input from the Copermittees.
 - vii. Receive information from the public and route to appropriate Parties (City of Imperial Beach only).
5. Secretary. The Airport Authority is hereby designated Secretary. This role shall provide the following functions for the Watershed:
- i. Schedule Watershed Management Committee meetings; arrange for meeting rooms and equipment.
 - ii. Send Watershed Management Committee meeting notifications and agendas upon authorization from Principal Watershed Copermittee(s).
 - iii. Take notes during Watershed Management Committee meetings and distribute notes to the Parties in a timely manner.
 - iv. Maintain a current contact list of Parties.
 - v. Keep records, correspondence, minutes or notes of meetings, and related affairs of the Watershed Management Committee.
6. No Copermittee shall be liable for staff time of other Copermittees in the fulfillment of the above Copermittee Special Responsibilities and Roles. Consultants or other persons representing any Copermittee to fulfill the Copermittee Special Responsibilities and Roles shall be considered as staff of that Copermittee.
7. The Copermittee Special Responsibilities and Roles shall remain effective for the term of the MOU. A change in the assignment or responsibilities of any of the Copermittee Special Responsibilities and Roles designations during the above period requires the unanimous approval of all Copermittees.
8. No later than six months prior to the expiration of this MOU, the Copermittees shall convene to initiate nomination of Principal Watershed Copermittee(s) and Coordinators. Nomination of new Principal Watershed Copermittee(s) or Coordinators shall require the unanimous approval of all Copermittees.

VI. TMDL EXCEPTIONS AND ADDITIONS

The following provisions define exceptions and additions to the above provisions that only apply to the TMDL Participants for each TMDL described in Attachment E of the Municipal Permit.

1. TMDL Implementation. TMDL Participants are directly responsible for the timely implementation of the TMDL requirements. The Watershed Management Committee or any other Copermittee shall not be responsible for any delays or other issues regarding TMDLs.
2. Fiscal Responsibilities. With the exception of the shared costs for the WQIP development discussed in Section VII, all other costs associated with any TMDL, including but not limited to implementation, special studies, and monitoring, shall be shared by the TMDL Participants through a separate cost-share agreement mutually executed by those participants in a way that will not create fiscal liability to other Copermittees named in this MOU.
3. Voting Requirements. In matters relating to TMDLs, TMDL Participants shall use the voting structure described in Section VIII.3 of this MOU.

VII. FISCAL RESPONSIBILITIES

1. Division of Costs for Work Directly Benefitting All Parties

- i. Prior to the allocation of shared costs, each proposed or approved budget element or sub-element shall be identified. The associated costs shall be divided among participating Parties as described below.
- ii. Shared costs shall be divided according to a default formula of 45% Urbanized Land Area, 45% Population, and 10% Equal Division unless a different formula is unanimously approved by the Parties to which the cost applies.
 - a. Population costs shall be divided among the Parties as follows: Whenever any geographic portion of the Port or Airport jurisdiction(s), respectively, lies(s) within the geographic area to which the shared program or activity is applicable, the Port or Airport, respectively, shall each pay a fixed 0.5% of total Population costs. The remaining percentage of the population costs shall be shared proportionally among Parties by dividing the total population of each Party by the combined total Party population within the geographic area applicable to the shared program or activity.
 - b. Urbanized Land Area costs shall be shared proportionally among Parties by dividing the total Urbanized Land Area of each Party by the combined total Urbanized Land Area of all participating Parties within the geographic area applicable to the shared program or activity. The Urbanized Land Area share for the County shall include those urbanized lands in the unincorporated portion of the County that are west of the County Water Authority (CWA) service area boundary as it exists on the date of this MOU or as formally amended by the CWA.
 - c. Ten Percent (10%) of the total cost to be shared shall be divided equally amongst all of the Parties.

2. Division of Costs for Additional Work for Chollas TMDLs

- i. The costs of each budget element or sub-element that only relates to one or more of the Chollas Creek TMDLs shall be shared proportionally among the TMDL Participants only. Prior to the allocation of shared costs, each proposed or approved budget element or sub-element shall be identified. The associated costs shall be divided among participating Parties as described below.
- ii. Shared costs shall be divided according to a default formula of 45% Urbanized Land Area, 45% Population, and 10% Equal Division unless a different formula is unanimously approved by the Parties to which the cost applies.
 - a. Population costs shall be shared proportionally among the Parties by dividing the total population of each Party by the combined total Party population within the geographic area of the Chollas Creek Watershed applicable to the shared program or activity.
 - b. Urbanized Land Area costs shall be shared proportionally among Parties by dividing the total Urbanized Land Area of each Party by the combined total Urbanized Land Area of all participating Parties within the

geographic area of the Chollas Creek Watershed applicable to the shared program or activity.

- c. Ten Percent (10%) of the total cost to be shared shall be divided equally amongst all of the participating Parties.

3. Jurisdictional Support for Individual Parties

- i. Each Party shall be solely responsible for the costs of jurisdictional support provided to the Party, as defined in the WQIP Scope of Work, not to exceed the maximum amount of jurisdictional support defined for each Party in Exhibit 1.

4. Annual Shared Cost Budgets and Work Plans

- i. The Parties shall provide funding for the costs incurred under this MOU, subject to appropriations, based upon the terms and conditions of this MOU. Costs for Fiscal Year 2014-2015 is indicated in Exhibit 1 using the cost-share formulas identified above.
- ii. The total budget for work done under this MOU in Fiscal Year 2014-2015 shall not exceed the Fiscal Year 2014-2015 total for all Parties indicated in Exhibit 1.
- iii. Each Party shall secure sufficient funding to pay for its assigned share of the costs incurred under this MOU.
- iv. Each Party shall pay invoices within 60 days of receipt from the WQIP Coordinator.
- v. Funds collected and not expended in any Fiscal Year shall be refunded to the Parties' in accordance with the Parties' defined shared costs.

5. Performance and Reimbursement of Tasks

- i. The WQIP Coordinator shall not be obliged to conduct work, enter into any contract, continue with any work or contract, or incur any other cost on behalf of other Parties if each Party has not contributed the funds that it is obliged to contribute toward the activity or program, or if the WQIP Coordinator has not received adequate assurances that such funds will be received before payments become due. The WQIP Coordinator shall have sole discretion to determine whether assurances that require funds will be timely received or adequate.
6. ENCUMBRANCE: By reason of constraints in California law and the California Constitution, Caltrans encumbers an amount not to exceed \$5,885 as its portion of the shared cost and no further funding will be available to address the Caltrans obligations assumed under this MOU unless this Section is amended by Caltrans to reflect a new enhanced funding limit. Caltrans funds are to be invoiced once work is complete as required by California Law. Caltrans funds are subject to legislative appropriation and availability of funds.

VIII. VOTING REQUIREMENTS

1. Watershed Management Committee voting on matters shall not be conducted outside of meetings. Notice of any meeting at which a vote will be held will be provided via email to the designated contact person for each Party, based on the most recent contact list maintained by the Secretary, at least one week (seven calendar days) before the meeting.

2. WQIP deliverables: the Principal Watershed Copermittees will make a good faith effort to facilitate consensus among the Parties before finalizing WQIP deliverables under this MOU. If consensus cannot be reached, a vote will be held.
 - i. The voting membership of the Watershed Management Committee shall consist of one designated voting representative for each Party.
 - ii. For a vote to be held, a Quorum must be present.
 - iii. For a vote to pass, an affirmative vote of at least a Simple Majority of the voting membership in attendance at the Watershed Management Committee is needed. In the event of a tie, the vote will pass based on the affirmative votes of greater than fifty percent (50%) of the Principal Watershed Copermittees (cities of Chula Vista, Lemon Grove, and National City).
3. Items affecting a portion of the San Diego Bay Watershed Management Area, including but not limited to Chollas Creek TMDLs: if consensus among the Parties located within the affected portion of the watershed cannot be reached, a vote will be held.
 - i. The voting membership shall consist of one representative for each Party that is located within the affected portion of the watershed. For voting on Chollas Creek TMDLs, the voting membership will be defined as presented below:
 - a. Chollas Creek TMDLs: the cities of La Mesa, Lemon Grove, and San Diego; the San Diego Unified Port District; the County of San Diego; and Caltrans.
 - ii. For a vote to be held, a Quorum must be present.
 - iii. For a vote to pass, an affirmative vote of at least a Two-Thirds Majority of the voting membership, as defined in Section VIII.3.i, in attendance at the Watershed Management Committee is needed.
4. Voting may not be used to affect WQIP content that presents direct commitments by a Party to implement strategies or studies that would require funding from that Party to implement. Each Party assumes full authority over its own jurisdictional commitments to implement projects or studies and to show associated costs and descriptions as part of the WQIP deliverables.
5. Highest priority water quality conditions have already been established and will not be subject to voting under this MOU.
6. A modification to any Copermittee Special Responsibilities and Roles requires a unanimous approval from all Copermittees.

IX. LIMITS TO LIABILITY

1. Each Party individually shall review and comment on the deliverables developed by the WQIP Consultant.

2. Each Party understands that the WQIP Consultant works on behalf of the Watershed Management Committee under a single contract administered by the WQIP Coordinator. Decisions on draft and final deliverables will be determined using the voting structure identified in Section VIII of this MOU, which will convey a single affirmative or negative vote that represents the Watershed Management Committee's decision.

X. INDEMNIFICATION

1. The following provisions apply to all Parties:
 - i. Each Party shall have the sole responsibility to comply with the Municipal Permit and TMDLs in which they are named.
 - ii. Each Party shall pay all fines, penalties, and costs which may arise out of such Party's non-compliance with the Municipal Permit and TMDLs in which they are named.
 - iii. No Party shall be liable for claims or actions arising out of the performance of any work or actions or omissions, by any other Party, its agents, officers, and employees under this MOU.
 - iv. Each Party agrees to defend itself from any claim, action or proceeding arising out of its acts or omissions and shall retain its own legal counsel, and bear its own defense costs.

XI. DISPUTE RESOLUTION

1. If a dispute arises out of or relates to this MOU, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed-upon, and if such dispute is not otherwise time barred, the Parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the Parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other Party within a reasonable time after the dispute has arisen. Any resulting agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
2. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both Parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the Parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resulting agreement between the Parties shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any Party to this MOU, sub-contractor and all Parties bound by this arbitration provision agree to participate in the arbitration proceeding.
3. Any agreements resulting from mediation or arbitration shall be documented in writing. All mediation and arbitration results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless

such admission is otherwise agreed upon, in writing, by all Parties to the mediation or arbitration proceeding. Mediators and arbitrators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

XII. GENERAL PROVISIONS

1. Withdrawal of Party

- i. Participation in this MOU may be withdrawn by any Party for any reason only after the Party complies with all of the following conditions of withdrawal:
 - a. The Party shall notify all of the other Parties in writing 90 days prior to its intended date of withdrawal.
 - b. The withdrawing Party shall have its name deleted as a Party to the MOU prior to or on the withdrawal date.
- ii. The withdrawing Party shall be responsible for their portion of any shared costs incurred according to the conditions of this MOU up to the time that each of the conditions in Section XII.1.i has been met.
- iii. Any monies paid by withdrawing Party in excess of the amount due under the terms of the MOU shall be refunded to the Party at the time the withdrawal becomes final as set forth in Section XII.1.i.
- iv. The withdrawing Party shall not be entitled to participate in the division of proceeds in any reserve fund account when the MOU is dissolved.

2. Non-Compliance with MOU Requirements

Any Party participating in this MOU found to be in non-compliance with the conditions of this MOU shall be solely liable for any lawfully assessed penalties resulting from such non-compliance. Failure to comply with MOU conditions within specified or agreed-upon timelines shall constitute non-compliance with the MOU.

3. Amendments to the Memorandum of Understanding

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

4. Governing Law

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

5. Headings

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

6. Application of Prior Agreements

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

7. Execution of Agreement

This MOU may be executed in counterpart and the signed counterparts shall constitute a single instrument.

8. Right to Audit

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

9. Federal Limitations on Use of Airport Revenue

Notwithstanding the rights and obligations of the Parties created by this MOU, no Party may be found in breach of this MOU where compliance would require that Party to violate any law or grant assurance, including but not limited to provisions of the Federal Aviation Administration 1999 Policy and Procedure Concerning the Use of Airport Revenue [64 Fed. Reg. 7696, dated Feb. 16, 1999]; the Airport and Airway Improvement Act of 1982 codified at 49 U.S.C. § 47107(b); the Federal Aviation Administration Authorization Act of 1994, P.L. 103-305 (Aug. 23, 1994); the Airport Revenue Protection Act of 1996, Title VIII of the Federal Aviation Administration Act of 1996, P.L. 104-264 (Oct. 9, 1996), 110 Stat. 3269 (Oct. 9, 1996); 49 U.S.C. § 46301(n)(5); and 49 U.S.C. § 47133. The Parties recognize that the Authority has received federal Airport Improvement Project ("AIP") grants containing grant assurance 25, which provides: "All revenues generated by the airport...will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport."

IN WITNESS THEREOF, this Agreement is executed as follows:

Date:

San Diego Unified Port District, Copermitttee

IN WITNESS THEREOF, this Agreement is executed as follows:

Date:

San Diego County Regional Airport Authority, Copermittee

IN WITNESS THEREOF, this Agreement is executed as follows:

Date:

County of San Diego, Copermittee

IN WITNESS THEREOF, this Agreement is executed as follows:

Date:

City of San Diego, Copermittee

Printed Name

ATTEST:

City Clerk

Title _____

Title _____

APPROVED AS TO FORM:

JAN I. GOLDSMITH, City Attorney

By

Date _____ Signature _____

Printed Name: Heather L. Stroud

Title: Deputy City Attorney

IN WITNESS THEREOF, this Agreement is executed as follows:

Date:

City of Chula Vista, Copermittee

IN WITNESS THEREOF, this Agreement is executed as follows:

Date:

City of Coronado, Copermittee

IN WITNESS THEREOF, this Agreement is executed as follows:

Date:

City of Imperial Beach, Copermittee

IN WITNESS THEREOF, this Agreement is executed as follows:

Date:

City of La Mesa, Copermittee

IN WITNESS THEREOF, this Agreement is executed as follows:

Date:

City of Lemon Grove, Copermittee

IN WITNESS THEREOF, this Agreement is executed as follows:

Date:

City of National City, Copermittee

IN WITNESS THEREOF, this Agreement is executed as follows:

Date:

 Caltrans, Party

Exhibit 1

**Responsible Party Shared and Party Specific Costs Budget
San Diego Bay Watershed**

Copermittee	FY 2014/2015 WQIP	Agency Specific Costs*	FY 2014/2015 Total
AIRPORT AUTHORITY	\$4,987	\$1,451	\$6,438
CHULA VISTA	\$75,552	\$1,451	\$77,003
CORONADO	\$10,149	\$1,451	\$11,600
IMPERIAL BEACH	\$6,007	\$1,451	\$7,459
LA MESA	\$11,011	\$1,451	\$12,463
LEMON GROVE	\$10,531	\$1,451	\$11,982
NATIONAL CITY	\$18,042	\$1,451	\$19,493
PORT DISTRICT	\$6,484	\$1,451	\$7,935
S. D. COUNTY	\$92,315	\$7,256	\$99,572
SAN DIEGO	\$124,221	\$14,513	\$138,734
CALTRANS	\$4,433	\$1,451	\$5,885
TOTALS	\$363,733	\$34,831	\$398,564

*Each agency specified number of hours for Agency-specific support to develop jurisdictional strategies. Cumulative total hours Agency-specific support = 192 hours.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER

MEETING DATE: MAY 7, 2014

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

SUBJECT: ADOPTION OF RESOLUTION NO. 2014-7478 APPROVING AND ADOPTING THE SIDELETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221

EXECUTIVE SUMMARY:

Staff is recommending that the City Council adopt Resolution No. 2014-7478 approving and adopting a Sideletter of Agreement to the Fiscal Years 2013-2015 Memorandum of Understanding (MOU) between the City and Service Employees International Union (SEIU). The Sideletter of Agreement updates language and adds new language regarding 1) the cash-out and conversion of sick leave upon retirement or separation from the City after five (5) years of service, 2) updated language on the holiday furlough program and 3) new language for the holiday pay program for part-time employees. Prior to presenting this Resolution to the City Council for consideration, the City's Labor Negotiation Team met and conferred with the SEIU in good faith to discuss the terms of Sideletter of Agreement. The City entered into a two-year MOU with SEIU effective July 1, 2013 through June 30, 2015. Except as amended by the Sideletter of Agreement, all other terms and conditions of the MOU would remain in full force and effect.

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, 2013 through June 30, 2015. The item before Council is to approve a Sideletter of Agreement to the SEIU MOU which would accomplish the following:

- Update language regarding the cash-out and conversion of sick leave upon retirement or separation from the City after five (5) years of service.
- Update language regarding the holiday furlough program.
- Add new language regarding the holiday pay program for part-time employees.

ANALYSIS:

The City's Negotiation Team and representatives of the bargaining unit met and conferred and reached agreement on the terms contained in the attached signed Sideletter of Agreement dated March 11, 2014, to the MOU.

Among the provisions of the MOU is language regarding the cash-out and conversion of sick leave upon retirement or separation from the City after five (5) years of service. The parties agreed to change language under the sick leave payoff to clarify the cash-out and conversion of sick leave upon retirement or separation from the City after five (5) years of service. Specifically, the current language allows a regular, full-time employee hired prior to July 1, 2011, to accrue up to 800 hours of sick leave and cash out up to 50%, or a maximum of 400 hours, upon retirement. This language was modified to state that the remaining 50% of accrued sick leave will be reported to California Public Employees' Retirement System (CalPERS) for conversion to service credit. Additional language was also added allowing the employee to report 100% of accrued sick leave to CalPERS for conversion to service credit. Death benefit provisions for accrued sick leave cash-out or retirement conversion for employees either eligible or ineligible for retirement were also included.

Also included in the Sideletter Agreement was the addition of clarifying language regarding the holiday furlough program as it applies to lifeguard and beach maintenance employees. These employees are not eligible to participate in the holiday furlough program and language was added to make this clear.

Finally, terms were agreed upon to initiate a holiday pay program for part-time employees to minimize the financial impact during non-paid holidays of December 24, 25, 31, and January 1 for part-time employees who have an established work schedule of 30 hours or less on an annual basis and who are impacted by the closure of City facilities during these holidays. Such part-time employees will now have the option to participate in the program by having their bi-weekly pay reduced by an amount sufficient to pay for the holidays. The holiday pay program will start May 16th for part-time employees wishing to participate in the 2014 program. The adjustments will resume upon the first full pay period of the 2015 calendar year.

Except as amended by the Sideletter of Agreement, all other terms and conditions of the MOU from July 1, 2013 through June 30, 2015 will remain in full force and effect. The Sideletter of Agreement has been ratified and approved by the membership of the SEIU.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The approved Fiscal Years 2013-2014 Budget has sufficient funds to cover these costs.

RECOMMENDATION:

That the City Council adopt Resolution No. 2014-7478 approving and adopting the Sideletter of Agreement between the City and the members of the SEIU.

Attachments:

1. Resolution No. 2014-7478
2. Sideletter of Agreement between the City and SEIU
3. SEIU MOU effective July 1, 2013 through June 30, 2015

RESOLUTION NO. 2014-7478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, 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 ("City") are governed by California Government Code section 3500 through 3511, known as the Meyers-Milias-Brown Act ; and

WHEREAS, the Service Employee 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, 2013 through June 30, 2015; and

WHEREAS, the parties met and conferred in good faith regarding the cash-out and conversion of sick leave upon retirement or separation from the City after five (5) years of service, updated the language on the holiday furlough program, and added new language to the holiday pay program for part-time employees; and

WHEREAS, the Sideletter of Agreement has been ratified and approved by the membership of the SEIU; and

WHEREAS, this agreement shall serve as a Sideletter of Agreement to the MOU for July 1, 2013 through June 30, 2015 and all other terms and conditions of the MOU shall remain in full force and effect.

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 Sideletter of 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 meeting held on the 7th day of May 2014, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
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-Miliias-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, 2013 through June 30, 2015; and

WHEREAS, the parties met and conferred in good faith regarding the cash out and conversion of sick leave upon retirement or separation from the City after five years of service and a Holiday Pay Program for part time employees; and

WHEREAS, the parties agree to changes clarifying the cash out and conversion of sick leave upon retirement or separation from the City after five years of service and implementation of a Holiday Pay Program for part time employees, and desire to amend the current MOU; and

WHEREAS, this agreement shall serve as a Side Letter Agreement to the MOU for July 1, 2013 through June 30, 2015.

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

- 1) The following changes will be made to MOU Article 11.0 "Sick Leave and Industrial Accident Benefits":
 4. Sick Leave Payoff:
 - a. Employees hired prior to July 1, 2011: Employees may not cash out accrued sick leave in excess of 800 hours.
 - i. Upon retirement from CITY service: regular employees may choose between the following two options:
 1. Regular employees shall may receive cash payment for fifty percent (50%) of up to 800 accrued sick leave hours with a maximum cash payment for no more than 400 accrued sick leave hours. The remaining fifty percent (50%) of accrued sick leave hours will be reported to CalPERS for conversion to service credit.

2. Regular employees may choose to report one hundred percent (100%) of accrued sick leave hours to CalPERS for conversion to service credit.

or

ii. Upon separation in good standing after five (5) years of completed CITY service: ~~Regular~~ employees shall receive cash payment for fifty (50%) percent of up to 800 accrued sick leave hours with a maximum cash payment for no more than 400 accrued sick leave hours.

iii. Upon the death of a regular employee after five (5) years of completed CITY service;

1. For a deceased employee who was eligible to retire at the time of death: The City will report one hundred percent (100%) of the employee's accrued sick leave at the time of death to CalPERS for conversion to service credit.

2. For a deceased employee who was not eligible to retire at the time of death: The employee's his/her beneficiary shall receive cash payment for fifty (50%) percent of the accrued hours of sick leave to a maximum of 400 hours.

b. Employees hired on or after July 1, 2011:

1. Employees hired on or after July 1, 2011, will not be permitted to receive a cash payment for any accrued sick leave.

2. Upon retirement from City service fifty percent (50%) of accrued sick leave hours will be reported to CalPERS for conversion to service credit.

2) The following language will be added to MOU Article 13 "Holiday Furlough Program":

8. Employees in lifeguard classifications and beach maintenance workers are not eligible to participate in the Holiday Furlough Program.

3) The following Article will be added to the MOU- "**Article 33 Holiday Pay Program for Part-Time Employees**":

In an effort to minimize the financial impact of the non-paid holidays of December 24th, 25th, 31st and January 1st on part-time employees who have an

established work schedule of 30 hours or less on an annual basis and who are impacted by the closure of City facilities during those holidays, the employees shall have the option of having their bi-weekly pay reduced by an amount sufficient enough to pay for the holidays. The adjustment will commence upon the first full pay period of the calendar year. Employees may also opt to join the reduction after the start of the year and have an adjusted amount deducted; sufficient to pay for the holidays, allowing them to catch up with amount needed. The reduction will continue until reduced or discontinued by the parties and will have no impact on employee benefits to the extent permitted by law. Participating employees may have the option to opt-out one time per calendar year. Employees opting out mid-calendar year will receive the accumulated contributions in the next regular pay period. Employees that withdraw mid-calendar year may not participate in the program for the rest of that calendar year. Employees choosing to participate in this Part-Time Employee Holiday Pay Program must participate in all four holidays listed above. Employees in lifeguard classifications and beach maintenance workers, are not eligible to participate in this Part-Time Employee Holiday Pay Program.

- 4) Except as amended by this Sideletter of Agreement, all other terms and conditions of the MOU from July 1, 2013 through June 30, 2015 shall remain in full force and effect.

Executed in Imperial Beach, California by:

SEIU.
Signature on file

Michael Murphy, SEIU President

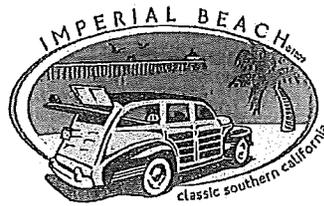
3/11/2014
DATE

City of Imperial Beach:

Signature on file

Gregory Wade, Assistant City Manager

3-11-14
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, 2013 – June 30, 2015

* * * * *

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Exhibits:

Exhibit "A" SEIU Recognition of Miscellaneous Service Classifications – FY 13-14 & 14-15

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, 2013, and ending June 30, 2015.

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.

Article 1.0 Recognition

The CITY recognizes SEIU Local 221 as the exclusive representative for employees in the classifications listed in Exhibit "A".

Article 2.0 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 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 3.0 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 4.0 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.

1. Bulletin Boards: CITY bulletin boards shall be provided to the UNION at City Hall, Fire Department, Public Works, and the Lifeguard station for UNION communications with members including posting announcements, news items, meeting notices, agendas, social activities, and related materials. The UNION shall be responsible to maintain the space provided.

Article 5.0 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 6.0 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.

The Grievance Procedure is in the City of Imperial Beach Personnel Rules Article X – Grievance Procedure, and incorporated herein.

Article 7.0 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, incorporated herein.

Article 8.0 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. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of a Human Resources Department staff member. Access shall be scheduled at the convenience of the employee and the Human Resources Department. Copies of all materials to be included in personnel folders shall be provided to individual employees.
4. Visitation Rights: It is agreed that the authorized representatives of the UNION 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.
5. 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.
6. 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 compensation exclusive of travel time.
7. Training Sessions: Employees may be required to attend training sessions necessary to job indoctrination, performance, supervision, workplace safety, and any other training deemed necessary by the CITY, which will be on CITY time.
8. New Employees: The CITY will provide the UNION President and UNION Field Representative with names and departments of newly hired employees.
9. Human Resources Department: 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 Department.
10. Mileage Reimbursement: If an appropriate CITY owned vehicle is not available, the employee may use their own vehicle to conduct CITY business with prior written authorization from their immediate supervisor or the Human Resources Department. Prior to an employee using the employee's personal vehicle to conduct CITY business or for work-related travel, the employee must submit evidence to the Human Resources Department of automobile liability insurance required by the State of California. 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.

However, if a CITY owned vehicle is available and the Employee chooses to use the Employee's own vehicle instead, the Employee will not receive mileage reimbursement. Employees will not receive mileage reimbursement for commute between the Employee's home and work. Employees shall be reimbursed for parking fees paid while using their vehicle on CITY business.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. Ergonomics: The CITY will offer ergonomic equipment to meet the reasonable individual needs of employees at a reasonable cost.

19. 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.
20. 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 9.0 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 10.0 Hours of Work & Rest Periods

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

1. Work Schedule: Eight (8) hours per day for not more than five (5) days per week, forty (40) hours, shall constitute a normal work schedule 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.
2. Alternative 9/80 Work Schedule: The normal work schedule for full-time employees participating in the Alternative 9/80 Work Schedule shall be ten (10) consecutive hours of work, exclusive of a one-hour unpaid lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws. In accordance with this 9/80 program, one work day (Friday) falling within each pay period will consist of nine (9) consecutive hours of work, exclusive of a one-hour unpaid lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws.

Public Works Employees: The normal work schedule for full-time employees participating in the Alternative 9/80 Work Schedule shall be nine and a half (9 ½) consecutive hours of work, exclusive of an unpaid thirty (30) minute lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws. In accordance with this 9/80 program, one work day (Friday) falling within each pay period will consist of eight and a half (8 ½) consecutive hours of work, exclusive of an unpaid thirty (30) minute lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws.
3. Sections 1 and 2 do not apply to the lifeguard employees' work schedule.
4. 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.

5. 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.

6. 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.

7. 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.
8. 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:
- For a normal work day stand-by shift, pay shall be two (2) hours per day.
 - For a normal weekend stand-by shift (Saturday or Sunday), pay shall be three (3) hours per day.
 - For a holiday stand-by shift observed in accordance with an employee M.O.U., pay shall be four (4) hours per day.

9. Building inspections on closed Fridays: The position of Building/Housing Inspector (I or II) and Fire Safety Inspector (I or II) may be required to work alternative 9/80 closed Fridays providing building inspections. These inspections shall be scheduled not less than 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.

10. 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.

Article 11.0 Sick Leave and Industrial Accident Benefits

It is agreed that sick leave for each probationary and regular employee in the CITY service subject to these provisions, shall be authorized as follows:

1. Sick Leave Accrual: Effective July 1, 2011, employees shall accrue sick leave with pay at the rate of 8.334 hours for each full month of service for a total of 100 hours for each full twelve (12) months of service. A maximum of 800 hours may be accumulated.
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 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 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: parent, child, spouse or domestic partner. To be eligible for the domestic partner benefit, the employee must register their domestic partner with the 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.

4. Sick Leave Payoff:
 - a. Employees hired prior to July 1, 2011: Employees may not cash out accrued sick leave in excess of 800 hours. Upon retirement from CITY service or separation in good standing after five (5) years of completed CITY service, regular employees shall receive cash payment for fifty (50%) percent of up to 800 accrued sick leave hours with a maximum cash payment for no more than 400 accrued sick leave hours. Upon the death of a regular employee after five (5) years of completed CITY service, his/her beneficiary shall receive cash payment for fifty (50%) percent of the accrued hours of sick leave to a maximum of 400 hours.

- b. Employees hired on or after July 1, 2011: Employees hired on or after July 1, 2011, will not be permitted to receive a cash payment for any accrued sick leave.
5. Sick Leave Payoff Procedure: Sick leave when paid off upon separation shall be compensated at the current or latest pay rate of the employee.
6. Industrial Accident Leave: Employees on industrial accident leave shall receive up to 30 working days full pay in lieu of temporary disability payments. Should an industrial injury extend beyond 30 working days, employees may, on a pro rata basis, augment temporary disability pay with accrued sick leave, vacation or compensating time off benefits.

Article 12.0 Holiday and Vacation Benefits

1. HOLIDAYS: It is agreed that holiday benefits for each probationary and regular employee in the CITY shall be authorized as follows:
 - a. New Year's Day January 1
 - b. Martin Luther King, Jr. Day 3rd Monday in January
 - c. Washington's Birthday 3rd Monday in February
 - d. Cesar Chavez Day 31st of March
 - e. Memorial Day Last Monday in May
 - f. Independence Day July 4
 - g. Labor Day 1st Monday in September
 - h. Veteran's Day November 11
 - i. Thanksgiving 4th Thursday in November
 - j. Friday after Thanksgiving 4th Friday in November
 - k. Christmas Eve December 24
(One-full day preceding Christmas except when Christmas falls on Sunday or Monday in which case the holiday will be on the Friday preceding)
 - l. Christmas Day December 25
 - m. New Year's Eve December 31
(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)

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. Dark Friday Holiday: For employees working the 9/80 alternative work schedule, when an observed holiday listed herein falls on a dark Friday, employees will receive eight (8) hours of Holiday Bank time. An employee may accrue a maximum of 80 hours of Holiday Bank time. Once an employee has accrued the maximum allowable Holiday Bank time, the employee will earn no additional Holiday Bank time until the employee uses the Holiday Bank time sufficient to bring the employee below the maximum accrual. Any holiday bank hours beyond 80 hours shall be paid in the pay period incurred.
5. Floating Holidays: Employees shall receive 18 hours of floating holiday leave per fiscal year in the first pay period in July to be taken on a day mutually agreeable to the employee and the department head. Floating holidays will be prorated as follows for new employees:
 - a. A new employee with a hire date in July through December will receive eighteen (18) hours of floating holiday time in the fiscal year during which the employee is hired;
 - b. A new employee with a hire date in January and February will receive nine (9) hours of floating holiday time in the fiscal year during which the employee is hired;
 - c. A new employee with a hire date in March and April will receive four and one-half (4.5) hours of floating holiday time in the fiscal year during which the employee is hired;
 - d. A new employee with a hire date in May and June will not receive any floating holiday leave in the fiscal year during which the employee is hired.

An employee may accrue a maximum of 18 hours of floating holiday leave each fiscal year. Once an employee has accrued the maximum allowable floating holiday leave, the employee will earn no additional floating holiday leave until the employee uses the floating holiday leave sufficient to bring the employee below the maximum accrual. Employees using floating holiday time before the holiday passes and subsequently leaving CITY service will be charged for such time.

6. Vacation Accrual: Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules.
7. 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.

Article 13.0 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 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, 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.

Observed Holiday Furlough Schedule:

2013: December 26 & 30

2014: December 29, 30, and January 2, 2015

2015: December 28, 29 & 30

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 14.0 Insurance Benefits

If the Federal Affordable Care Act (ACA), implementing regulations, or similar California legislation impact the benefit plans covered by this MOU, the parties agree to reopen negotiations to meet and confer over any related mandatory subjects of bargaining.

The CITY is required by law to administer the ACA and will implement administrative guidelines such as the stabilization and look back periods for all employees in a manner that provides ease of CITY administration.

1. Cafeteria Plan and Allotment:

The CITY will provide to each full-time represented employee a Cafeteria Plan allotment to purchase benefits qualified under Section 125 of the Internal Revenue Code. Effective January 1, 2014, the maximum Cafeteria Plan Allotment the CITY pays toward the cost of health insurance coverage or the purchase of other qualified benefits is \$880 per month (\$ 10,560 per plan year). Effective January 1, 2015, the maximum Cafeteria Plan Allotment the CITY pays toward the cost of health insurance coverage or the purchase of other qualified benefits is \$930 per month (\$11,160 per plan year). The EMPLOYEE, through payroll deductions, will pay any premium cost in excess of the Cafeteria Plan Allotment. The Cafeteria plan is effective the first of the month following hire and upon health benefits effective date. The Cafeteria plan terminates the last day of the month of separation.

Represented full-time employees will be eligible to participate in any CITY sponsored group dental plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions. An EMPLOYEE who elects to be covered under the CITY'S medical health insurance plan, must select single employee coverage under the CITY'S dental care provider. This selection is also 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.

Represented full-time employees will be eligible to participate in any CITY sponsored group vision plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions. Vision election is optional for EMPLOYEE and their dependents.

EMPLOYEEES hired prior to July 1, 2011, who elect not to be covered under the CITY'S medical health insurance plan, may cash out as a taxable cash benefit a maximum of \$400 per month. Those EMPLOYEEES who elect not to be covered under the CITY'S medical 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 medical health insurance plan, may cash out as a taxable cash benefit a maximum of \$150 per month. Those EMPLOYEEES who elect not to be covered under the CITY'S medical 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 (FSA) for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Service's 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 \$2,500 per plan year to pay for eligible health and welfare expenses. Employees may receive eligible services and submit claims for reimbursement during a 15-month period, from January 1 thru March 15 of the following year. 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. Employees may receive eligible services and submit claims for reimbursement during a 15-month period from January 1 through March 15 of the following year. 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. The CITY pays monthly administration fees.

4. 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.

5. State Disability Insurance:

Each non-full time employee will continue to be provided California State Disability Insurance (SDI) with the Employment Development Department (EDD).

6. Group Term Life and Accidental Death & Dismemberment Insurance:

Each employee will be provided Group Term Life and Accidental Death & Dismemberment Insurance as agreed to through negotiations.

7. Voluntary Life Insurance Program

Employees may purchase Voluntary Life Insurance at an EMPLOYEE'S own cost as an after-tax deduction.

8. Enrollment and Election:

Election under the CITY'S Cafeteria Benefit Plan shall take effect on the first of the month following 30 days after approval of the request and/or eligibility for health insurance. 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 Human Resources Department via approved and completed enrollment forms.
- c. As allowed under any federal or state regulations.
- d. The CITY shall not be liable for any medical costs resulting to the employee as part of this election.

9. Seasonal Employees Benefit:

Non-full time employees may be offered health benefits in accordance with any state or federally mandated programs.

10. Health Insurance Committee

The Health Insurance Committee was established for the purpose of investigating and reviewing health related matters and all insurance options, including health, life, disability, etc. The Health Insurance Committee will continue to meet as necessary. Matters subject to the duty to bargain may be discussed, however, the Health 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 15.0 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 fiscal year for safety shoes.
3. The CITY shall issue all lifeguards the uniforms described in the Lifeguard Policy Manual. Lifeguards shall be responsible for cleaning and maintenance of uniforms. 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. Issued uniform items will be replaced annually if necessary due to normal wear and tear. Old uniform items must be returned prior to being replaced. Lifeguards are responsible and must replace any issued uniform item that is stolen, lost, torn or damaged due to misuse. Expected life of a jacket is three seasons. If jacket is lost, stolen, or abused the lifeguard must purchase a new one. EMPLOYEES must return all uniforms and protective gear prior to terminating employment with the CITY.

CITY shall reimburse all lifeguards upon meeting the minimum hours worked per the Lifeguard Orientation Manual one (1) pair safety sunglasses not to exceed \$90.00 per year per employee.

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 pay period 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 16.0 Salaries

1. All represented employees shall receive the following cost of living salary adjustment applied to all classifications during the term of this agreement, as follows:

- a. Miscellaneous Employees:

Effective July 1, 2013, all employees will receive a 3% cost of living adjustment applied to all classifications.

Effective July 1, 2014, all employees will receive a 3% cost of living adjustment applied to all classifications.

b. Lifeguards:

Effective July 1, 2013, all lifeguards will receive a 3% cost of living adjustment applied to all classifications.

Effective July 1, 2014, all lifeguards will receive a 3% cost of living adjustment applied to all classifications.

Article 17.0 Retirement Benefits

Retirement benefits are subject to the Public Employees' Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL). If there is a conflict between this MOU and requirements pursuant to PEPRA and/or PERL, PEPRA and PERL shall prevail.

1. For employees hired prior to March 9, 2012:

a. Employee Contributions:

1. Miscellaneous Employees: Effective July 1, 2011, employees shall pay the entire employee portion of the CalPERS retirement contribution.

2. Lifeguard Employees: Effective July 1, 2012, employees shall pay the entire employee portion of the CalPERS retirement contribution.

b. Retirement Formulas: The CITY will continue to provide the following CalPERS retirement benefit for employees:

1. Miscellaneous Employees: The CITY shall provide CalPERS 2.7% at 55 retirement.

2. Lifeguards: The CITY shall provide full-time lifeguards CalPERS 2% at 50 retirement.

2. Full-time Employees hired on or after March 9, 2012 thru December 31, 2012:

a. Miscellaneous: The CalPERS formula for employees hired on or after March 9, 2012 through December 31, 2012, 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 March 9, 2012 through December 31, 2012, 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.

3. Employees hired on or after January 1, 2013: Pursuant to the Public Employees Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL), new employees (as defined by PEPRA) hired on or after January 1, 2013, will receive the 2% @ 62 retirement formula with the use of the average of the employee's highest three-year salary. All new

employees/members hired on or after January 1, 2013 will pay 50% of the normal cost contribution.

4. Part-time employees: All part time employees will be enrolled in (Public Agency Retirement Services) PARS and will not pay into Social Security. Effective January 1, 2012, employees and the CITY will split the contribution equally at 3.75% each.

5. Deferred Compensation:

The CITY will make available a 457 Deferred Compensation Program to all full-time employees.

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 or use of tobacco is allowed in CITY buildings, within twenty feet (20') of CITY doorways and windows, or in CITY vehicles.

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 a San Diego County Emergency Medical Technician (EMT). Only lifeguards that have worked for the CITY at least 400 hours are eligible for EMT reimbursement. Such reimbursement may be up to, but shall not exceed \$900 per eligible employee, and shall be limited to costs incurred for tuition, testing fees, books, and certification fees. Reimbursement requires prior approval of the Public Safety Director. EMT reimbursements shall not exceed \$3,600 per fiscal year, and will be paid on a first come, first serve basis. 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 Computer Purchase Program available to all CITY employees after successfully completing the probationary period 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 head of the Human Resources Department 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, 2013, and ending June 30, 2015.

Article 30.0 Catastrophic Leave

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, sick leave 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 20 hours of sick leave, and up to a combined total of 40 hours of vacation, floating holiday, compensatory time and sick 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 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 32.0 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 4th day of
December 2013.

CITY OF IMPERIAL BEACH

Signature on file

Andy Hall /
City Manager

Signature on file

Gregory Wade
Assistant City Manager

Signature on file

Tom Clark
Public Safety Director/Fire Chief

Signature on
file

Erin N. Cortez
Human Resources Analyst

Signature on file

Jessica Falk Michelli
Lead Negotiator/Deputy City Attorney

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 221**

Signature on file

David Garcias
President
SEIU, Local 221

Signature on file

Milko Murphy
Imperial Beach SEIU President

Signature on file

Jesys Gonzales
Imperial Beach SEIU Vice President

Signature on file

Kristine Welsmann
Imperial Beach SEIU Secretary

Signature on file

Art Ayala /
Imperial Beach SEIU Treasurer

Exhibit "A"

FY 2013-2015

(SEIU) LOCAL 221 MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS
(Permanent/Full-Time; Part-Time/Temporary; Part-Time/Seasonal)

ADMINISTRATIVE, CLERICAL AND FINANCE GROUP

1. Administrative Assistant (CIP)
2. Administrative Secretary I
3. Administrative Secretary II
4. Account Clerk/Technician
5. Administrative Intern
6. Building/Code Compliance Specialist
7. Clerk Typist
8. Customer Service Specialist
9. Junior Clerk Typist
10. Office Specialist
11. Senior Account/Clerk Technician

MAINTENANCE GROUP

1. Beach Maintenance Worker
2. Custodian
3. Graffiti Program Coordinator
4. Heavy Equipment Operator
5. Pier/Beach Maintenance Worker
6. Maintenance Worker II
7. Maintenance Worker I
8. Maintenance Worker
9. Mechanic II
10. Mechanic I
11. Mechanic Helper

PROFESSIONAL, SERVICE, AND TECHNICAL GROUP

1. Assistant Planner
2. Assistant Project Manager
3. Associate Planner
4. Building/Housing Inspector II
5. Building/Housing Inspector I
6. Building and Planning Technician
7. Capital Improvement Program Manager
8. Code Compliance Officer
9. Deputy Building Official
10. Environmental Program Specialist
11. Fire Safety Inspector II
12. Network Systems Technician
13. Program Coordinator
14. Program Aide
15. Project Management Technician
16. Public Works Inspector
17. Recreation Leader
18. Recreation Program Coordinator
19. Recreation Program Aide

20. Residential Fire/Safety Inspector
21. Senior Planner

PUBLIC SAFETY GROUP

1. Beach Lifeguard II
2. Beach Lifeguard I

SUPERVISORY GROUP

1. Beach Lifeguard Lieutenant
2. Beach Lifeguard Sergeant
3. Ground & Facilities Supervisor
4. Fleet Supervisor
5. Senior Public Works Supervisor
6. Sewer Supervisor
7. Street Supervisor
8. Tidelands Supervisor



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *GN FOR*
MEETING DATE: MAY 7, 2014
ORIGINATING DEPT.: PUBLIC WORKS *HAL*
SUBJECT: ADOPTION OF RESOLUTION NO. 2014-7477 AUTHORIZING THE PUBLIC WORKS DIRECTOR OF THE CITY OF IMPERIAL BEACH TO SUBMIT A 2014 ACTIVE TRANSPORTATION PROGRAM GRANT APPLICATION FOR THE CITY OF IMPERIAL BEACH COMPLETE STREETS PLAN FOR SAFE ROUTES TO SCHOOL AND COMMUNITY

EXECUTIVE SUMMARY:

This resolution asks for authorization to submit a grant application to Caltrans for a 2014 Active Transportation Program (ATP) Grant for the City of Imperial Beach Complete Streets Plan for Safe Routes to School and Community. The proposed project involves a complete streets approach to updating the Circulation Element of the General Plan including an update to the adopted Bicycle Transportation Plan, an update to the adopted Safe Routes to School Plan, creation of a Pedestrian Plan, and integration of these active modes of transportation with transit and vehicles as well as the construction of pilot projects, the application of new methods for measuring and assessing transportation impacts, and development of new fees to mitigate traffic impacts.

BACKGROUND:

The Active Transportation Program was enacted on September 26, 2013 when the Governor signed Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013). On March 20, 2014, the California Transportation Commission (CTC) adopted the 2014 Active Transportation Program with a focus on infrastructure projects and non-infrastructure projects. The goals for both infrastructure and non-infrastructure projects are to:

- Increase the proportion of trips undertaken on foot or by bicycle.
- Increase safety for non-motorized individuals.
- Increase mobility for non-motorized individuals.
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding.
- Ensure disadvantaged communities fully share in program benefits.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

On April 16, 2014, Council authorized the submittal of two applications for the 2014 ATP Grant for infrastructure projects to fund the Bikeway Village Bayshore Bikeway Access Enhancement Project and the Elm Ave Seacoast to 7th Enhancement Project. The ATP Grant requires that 25% of all allocations be distributed to communities that qualify as disadvantaged under the ATP structure. The City of Imperial Beach is considered disadvantaged with respect to median household income. Under the ATP, a community is disadvantaged if the median household income is less than 80% of the statewide median. The median income of the City of Imperial Beach is \$46,975, which equals 76.5% of the California median income of \$61,400.

ANALYSIS:

Council previously authorized the submittal of two ATP Grant Infrastructure Project applications. In addition to these infrastructure projects, staff also identified the need for additional planning to refine and integrate disparate and potentially conflicting transportation policies to reflect the City's diverse needs for all modes of transportation. While independent plans have been adopted for bicycle transportation and Safe Routes to School, a plan is necessary for pedestrian mobility, connections to transit, and an update to the Circulation Element of the General Plan. By integrating all these transportation policies in the Circulation Element, the City will fill gaps and be more responsive to the needs of all ages and abilities. The proposed Complete Streets Plan for Safe Routes to School and Community will fill those gaps by representing City needs in a comprehensive and strategic manner and also help the City be more competitive in future grant applications. Staff intends to seek \$840,000 in grant funds for this effort.

ENVIRONMENTAL DETERMINATION:

Authorization to pursue grant funds for planning purposes is not a project as defined by CEQA. If the City is successful in its pursuit of the non-infrastructure planning grant, the resulting Complete Streets Plan for Safe Routes to School and Community will need to be analyzed for compliance with CEQA.

FISCAL IMPACT:

As noted above, the likely designation of Imperial Beach as a disadvantaged community under the Active Transportation Program grant structure eliminates the need for an 11.47% matching funds appropriation from the City. Staff intends to seek \$840,000 in grant funding for this effort. The Caltrans ATP grant if awarded would provide funding for the plan updates, pilot projects, staff time, and studies necessary to complete this project.

RECOMMENDATION:

1. Receive this report.
2. Adopt Resolution No. 2014-7477 authorizing staff to prepare and submit a CALTRANS Active Transportation Program non-infrastructure Grant application for the Complete Streets Plan for Safe Routes to School and Community.

Attachments:

1. Resolution No. 2014-7477

RESOLUTION NO. 2014-7477

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE PUBLIC WORKS DIRECTOR OF THE CITY OF IMPERIAL BEACH TO SUBMIT A 2014 ACTIVE TRANSPORTATION PROGRAM GRANT APPLICATION FOR THE CITY OF IMPERIAL BEACH COMPLETE STREETS PLAN SAFE ROUTES TO SCHOOL AND COMMUNITY COMPLETE STREETS PLAN

WHEREAS, the Active Transportation Program was enacted on September 26, 2013 when the Governor signed Senate Bill 99 and Assembly Bill 101; and

WHEREAS, the Active Transportation Program consolidates existing federal and state transportation programs, including the Transportation Alternatives Program, Bicycle Transportation Account, and State Safe Routes to School, into a single program; and

WHEREAS, the Active Transportation Program provides grant funds for both infrastructure and non-infrastructure projects; and

WHEREAS, the City seeks to submit a non-infrastructure Active Transportation Program grant application for a proposed Complete Streets Plan for Safe Route to School and Community that will provide a necessary update to the Circulation Element of the General Plan; and

WHEREAS, the Active Transportation Program requires that 25% of all allocations be distributed to communities that qualify as disadvantaged; and

WHEREAS, the City of Imperial Beach is considered disadvantaged with respect to median household income and is not required under program guidelines to provide matching grant funds towards the project.

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. Staff is authorized to prepare and submit a CALTRANS Active Transportation Program non-infrastructure Grant application for the Complete Streets Plan for Safe Routes to School and Community in the amount of \$840,000.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 7th day of May 2014, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AW FOR*

MEETING DATE: MAY 7, 2014

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT

SUBJECT: ADOPTION OF RESOLUTION NO. 2014-7479 AUTHORIZING THE AUTOMATIC RENEWAL OF THE COOPERATION AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND CITY OF IMPERIAL BEACH FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR AN ADDITIONAL THREE CONSECUTIVE PERIODS COVERING JULY 1, 2015 THROUGH JUNE 30, 2018

EXECUTIVE SUMMARY:

On May 16, 2011, the City of Imperial Beach (City) entered into a Cooperation Agreement with the County of San Diego (County) to participate in the San Diego Urban County Community Development Block Grant Program (CDBG Program), under which the City receives an annual allocation of CDBG funds through the County. The Cooperation Agreement contains an automatic renewal provision which allows for the continued participation in the CDBG Program for an additional three consecutive periods covering July 1, 2015 through June 30, 2018. To ensure the City's continued participation in the CDBG Program, the City Council must adopt and resolution authorizing the automatic renewal of the Cooperation Agreement.

BACKGROUND:

On February 16, 2011, the City Council adopted Resolution No. 2011-6994 authorizing Mayor, on behalf of the City, to enter into a Cooperation Agreement between the City and the County to provide for the City's participation in the CDBG Program. On May 16, 2011, the City and County entered into the Cooperation Agreement which is set to expire on June 30, 2015. The Cooperation Agreement contains an automatic renewal provision which allows for the continued participation in the CDBG Program for an additional three consecutive periods covering July 1, 2015 through June 30, 2018.

ANALYSIS:

On December 27, 2013, the City received a letter from the County requesting a Letter of Intent to continue the City's participation in the CDBG Program and a City Council resolution authorizing the automatic renewal be provided to the County. A Letter of Intent was provided to the County on April 30, 2014 and, if adopted by the City Council, a copy of Resolution No. 2014-7479 will be forwarded to the County immediately after its adoption.

ENVIRONMENTAL DETERMINATION:

Adoption of this Resolution is not a project as defined by CEQA.

FISCAL IMPACT:

Pursuant to the Cooperation Agreement and participation in the CDBG Program, the City receives an annual allocation of CDBG funds through the County. On October 16, 2013, the City Council adopted Resolution No. 2012-7256 approving the submittal of a CDBG application for the purchase of a new fire engine, requesting an advance of two fiscal year's CDBG allocations and authorizing the City Manager to execute an agreement with the County of San Diego for the use of CDBG funds for this purpose. Although the actual amount of annual CDBG funds is not determined until the County receives all CDBG funding requests and receives HUD notification of available funds, the estimated annual CDBG allocation at the time of this approval was approximately \$100,000. The County agreed to advance to the City its CDBG allocations for Fiscal Year 2014-15 and 2015-16, which are also estimated at \$100,000 each, for a total initial allocation of \$300,000 in Fiscal Year 2013-14. The estimated cost of the fire engine is \$700,000 so the remaining \$400,000 is being funded from the City's Vehicle/Fleet Replacement Fund.

RECOMMENDATION:

That the City Council adopt Resolution No. 2014-7479 authorizing the automatic renewal of the Cooperation Agreement between the County of San Diego and the City of Imperial Beach for participation in the San Diego Urban County Community Development Block Grant Program for an additional three consecutive periods covering July 1, 2015 through June 30, 2018.

Attachments:

1. Resolution No. 2014-7479
2. County Letter dated December 27, 2013
3. City Letter of Interest dated April 30, 2014
4. Resolution No. 2011-6994, Certifications and Cooperation Agreement

RESOLUTION NO. 2014-7479

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE AUTOMATIC RENEWAL OF THE COOPERATION AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND CITY OF IMPERIAL BEACH FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR AN ADDITIONAL THREE CONSECUTIVE PERIODS COVERING JULY 1, 2015 THROUGH JUNE 30, 2018

WHEREAS, the County of San Diego (the "County"), has provided funds to the City of Imperial Beach (the "City"), through Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Housing and Community Development Block Grant (CDBG) Regulations allow small communities within a metropolitan area to join with the County's application to the Federal Department of Housing and Urban Development for funds; and

WHEREAS, Housing and Community Development funds have assisted the City to improve and develop its quality of life and prevent or eliminate detrimental urban conditions; and

WHEREAS, on May 16, 2011, the City and County entered into a Cooperation Agreement for the City's participation in the San Diego Urban County Community Development Block Grant Program (the "CDBG Program"), effective July 1, 2012 through June 30, 2015, which allows the City to be included the County's applications to the Federal Department of Housing and Urban Development to improve the metropolitan San Diego Area; and

WHEREAS, the Cooperation Agreement includes an automatic renewal provision which allows for the City's continued participation for an additional three consecutive periods covering July 1, 2015 through June 30, 2018, upon City Council approval; and

WHEREAS, the City wishes to continue its participation with the County in the CDBG Program and Cooperation Agreement and receive Title I funds through the County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the City Council hereby authorizes the automatic renewal of the Cooperation Agreement between the City of Imperial Beach and the County of San Diego for participation in the CDBG Program for an additional three consecutive periods covering July 1, 2015 through June 30, 2018, and authorizes the City Manager to execute the necessary documents to do so.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 7th day of May 2014, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK



County of San Diego

TODD HENDERSON
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

3989 RUFFIN ROAD, SAN DIEGO, CALIFORNIA 92123-1815

Tel.: (858) 694-4801
Fax: (858) 694-4871
TDD: (866) 945-2207
Toll-free: 1 (877) 478-5478

December 27, 2013

Vicki Madrid
City of Imperial Beach
865 Imperial Beach Blvd.
Imperial Beach, CA 91932

2015-2018 CDBG PARTICIPATING CITIES COOPERATION AGREEMENT

Dear Ms. Madrid:

The current San Diego Urban County Community Development Block Grant (CDBG) Program Cooperation Agreement (Agreement), effective July 1, 2012, through June 30, 2015, includes an automatic renewal provision. The renewal option allows for the City's continued participation for an additional three consecutive periods covering July 1, 2015, through June 30, 2018.

San Diego Urban County is a federally designated area that includes the unincorporated area of San Diego County and all non-entitlement cities within the County that choose to participate in the CDBG Program. In accordance with the U.S. Department of Housing and Urban Development (HUD) Community Planning and Development (CPD) Notice CPD-13-04 (attached), issued on May 15, 2013, the San Diego County Department of Housing and Community Development (HCD) is required to provide notification of your City's opportunity to continue participating with the San Diego Urban County in fiscal years 2015-2017 Community Development Block Grant (CDBG) Programs and Annual Funding Plans.

The CPD Notice describes the administrative steps required by HUD for the CDBG San Diego Urban County qualification process. In further accordance with the requirements of Notice CPD-13-04, please be advised that if a City elects to remain with the Urban County and execute a Cooperation Agreement, the Cooperation Agreement must remain in effect until all CDBG funds and any CDBG and/or HOME Investment Partnerships (HOME) Program revenue received from funded CDBG and/or HOME activities have been expended and funded facilities are completed. Also, participating cities cannot withdraw from the Cooperation Agreement while it remains in effect.

If the City elects to remain in the Urban County, the City would be ineligible to apply under the separate small cities or State CDBG Programs. The City would also automatically participate in the HOME Program if the Urban County receives HOME funding, but could only participate in the HOME Program as part of the Urban County.

Participating cities may also elect not to participate in the Urban County CDBG Program and

funding. If a City elects not to participate in the Urban County, the City must advise the County and HUD in writing of its decision to be excluded by April 30, 2014. Such election to be excluded will be effective for the entire three-year period for which the Urban County qualifies, unless the City specifically elects to be included in a subsequent year for the remainder of the Urban County's three-year qualification (Cooperation Agreement) period. In that case, the City must provide such notice of election in writing.

If your City decides not to participate in the 2015-2017 Urban County Cooperation Agreement, your Chief Executive Officer must notify both HUD and the County of the decision in writing before April 30, 2014. Such notification to HUD should be addressed to:

Chin Woo Choi, Program Manager
U.S. Department of Housing and Urban Development
Los Angeles Area Office Region IX
AT&T Center
611 W. Sixth Street, Ste. 800
Los Angeles, California 90017

Notification to the County should be addressed to:

Todd Henderson, Director
Department of Housing and Community Development
3989 Ruffin Road
San Diego, CA 92123

Please submit a letter with the city's intentions for the next CDBG Program qualification period to our office by January 31, 2014. If the City intends to continue participation in the Urban County, a resolution from City Council authorizing the automatic renewal of the Cooperation Agreement for the qualification periods of July 1, 2015- June 30, 2016; July 1, 2016 – June 30, 2017; and July 1, 2017- June 30, 2018, must be submitted to County of San Diego Department of Housing and Community Development by April 30, 2014.

Please contact me at (858) 694-4806, or via email at kelly.salmons@sdcounty.ca.gov, with any questions.

Sincerely,

Signature on file



KELLY A. SALMONS, Housing Program Analyst
Department of Housing and Community Development

Enclosure



City of Imperial Beach, California

COMMUNITY DEVELOPMENT DEPARTMENT

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 628-1356 Fax: (619) 424-4093

April 30, 2014

Kelly Salmons, Housing Program Analyst
Department of Housing & Community Development
3989 Ruffin Road
San Diego, CA 92123

VIA EMAIL

SUBJECT: LETTER OF INTENT TO CONTINUE PARTICIPATION IN THE 2015-2018 SAN DIEGO URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Dear Kelly:

This letter is to confirm the City of Imperial Beach's intent to continue participation in the San Diego Urban County Community Development Block Grant (CDBG) Program Cooperation Agreement for an additional three consecutive periods covering July 1, 2015, through June 30, 2018. On May 7, 2014, City staff will take a resolution to the City Council authorizing the automatic renewal of the Cooperation Agreement for the qualification periods of July 1, 2015 through June 30, 2016, July 1, 2016 through June 30, 2017, and July 1, 2017 through June 30, 2018.

If you have any questions or concerns, please contact at either (619) 628-1354 or gwade@imperialbeachca.gov.

Sincerely,

Signature on file

Gregory Wade
Assistant City Manager/
Community Development Director

RESOLUTION NO. 2011-6994

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ENTER INTO A COOPERATION AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND CITY OF IMPERIAL BEACH FOR A COMMUNITY DEVELOPMENT PROGRAM AND SIGN OTHER ANCILLARY DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT

WHEREAS, the County of San Diego, hereinafter called the "County", has provided funds to the City of Imperial Beach, hereinafter called the "City", through Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Housing and Community Development funds have assisted the City of Imperial Beach to improve and develop its quality of life and prevent or eliminate detrimental urban conditions; and

WHEREAS, the City wishes to continue its cooperative relationship with the County and receive Title I funds through the County; and

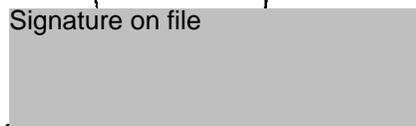
WHEREAS, it is necessary to enter into a "Cooperation Agreement between the County of San Diego and the City of Imperial Beach for a Community Development Program," hereinafter called the "Agreement," in order for the City to become part of the County's Amended Funding Plan and thereby become a part of the County's comprehensive efforts to improve the metropolitan San Diego Area; and

WHEREAS, it is necessary for the City to enter into the Agreement in order to receive Community Development Block Grant funds from Fiscal Year 2012-2014 appropriations and any program income generated from the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the Mayor, on behalf of the City, is authorized to enter into the Agreement and sign other ancillary documents necessary to implement the Agreement.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of February 2011, by the following roll call vote:

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

Signature on file

 JAMES C. JANNEY, MAYOR

ATTEST:

Signature on file

 JACQUELINE M. HALD, CMC
 CITY CLERK

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature on file

Signature/Authorized Official

Date

C. F. MANAGER
Title

3/4/11

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) , (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

Signature on file

Signature/Authorized Official

3/4/11
Date

City Manager
Title

OPTIONAL CERTIFICATION CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature on file

Signature/Authorized Official

3/7/11
Date

City Manager
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

825 Imperial Beach Boulevard

Imperial Beach, CA 91932

San Diego County

Check ___ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

A COOPERATION AGREEMENT BETWEEN THE COUNTY
OF SAN DIEGO AND CITY OF IMPERIAL BEACH
FOR A COMMUNITY DEVELOPMENT PROGRAM

This Agreement is made and entered into this 16 day of May, 2011, by and between the County of San Diego, a political subdivision of the State of California, hereinafter called "County," and City of Imperial Beach, a municipal corporation of the State of California, located in the County of San Diego, hereinafter called "City," collectively referred to as "Parties."

RECITALS:

WHEREAS, in 1974, the U. S. Congress enacted and the President signed a law entitled, The Housing and Community Development Act of 1974, as amended, herein called the "Act". The Act is omnibus legislation relating to Federal involvement in a wide range of housing and community development activities and contains eight separate titles.

WHEREAS, Title I of the Act is entitled, Community Development, and consolidates several existing categorical programs for housing and community development into new programs for such housing and development under block financial grants. The primary objectives of Title I are the improvement and development of metropolitan cities and urban counties or communities by providing financial assistance annually for area-wide plans and programs of housing assistance, public services and public works.

WHEREAS, in 1990, the U. S. Congress enacted and the President signed a law entitled, The National Affordable Housing Act, herein called the "Housing Act". The Housing Act is legislation relating to Federal involvement in affordable housing activities.

WHEREAS, the Housing Act requires an Urban County (as defined in the Housing Act) to certify that it is following a Consolidated Plan (as defined in the Housing Act) in order to receive Community Development Block Grant and HOME Investment Partnerships funds.

WHEREAS, the County of San Diego has requested of the Department of Housing and Urban Development that it be qualified as an Urban County and thereby become eligible for financial entitlement to receive Community Development Block Grant and HOME Investment Partnerships funds. Pursuant thereto, the County has been informed preliminarily, subject to final determination, that it will qualify as an Urban County and be eligible for funds.

WHEREAS, the Housing and Community Development Block Grant Regulations issued pursuant to the Act (the "Regulations") provide that qualified urban counties must submit an Annual Funding Plan (as defined in the Housing Act) to the Department of Housing and Urban Development for funds and that cities and smaller communities within the metropolitan area not qualifying as metropolitan cities may join the County in said Annual Funding Plan and thereby become a part of a more comprehensive County effort

WHEREAS, as the applicant, the County must take the full responsibility and assume all obligations of an applicant under the statute. This includes the analysis of needs, the setting of objectives, the development of community development and housing

affordability strategies and plans, the community development program, and the assurances or certifications.

NOW THEREFORE, in consideration of the mutual promises, recitals and other provisions hereof, the Parties agree as follows:

1. All capitalized terms not defined herein shall have the meanings given to them under the Act.
2. The Parties agree that this Agreement covers the Community Development Block Grant Entitlement Program and the HOME Investment Partnerships Program.
3. The Parties agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.
4. The City agrees that it shall be included in the Annual Funding Plan the County shall develop and submit to the Department of Housing and Urban Development for Title I Housing and Community Development Block Grant and HOME Investment Partnerships Program funds under the Act and the Housing Act.
5. The City agrees that it may not apply for grants under the Small Cities or State Community Development Grant programs from appropriations for fiscal years during the period in which it is participating in the Urban County Community Development Block Grant Program under this Agreement, and may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

6. The City shall prepare or work with the County in the preparation of a detailed project or projects or other activities to be conducted or performed within the City the plan of which shall be included in the aforesaid Annual Funding Plan.

7. The County agrees to include the City in its Annual Funding Plan under the Act and to work with the City in the preparation of the detailed project or projects or other activities to be conducted or performed within the City pursuant to the Annual Funding Plan.

8. The County is hereby authorized to carry out activities which will be funded from annual Community Development Block Grant funds from Fiscal Year 2012-2014 appropriations and from any program income generated from the expenditure of such funds. The City and the County recognize that the County shall be the governmental entity required to execute any grant agreement received pursuant to its Annual Funding Plan and that it shall there by become legally liable and responsible there under for the proper performance of the plan and program. The City agrees that it shall fully cooperate with the County in all things required and appropriate to comply with the provisions of any Grant Agreement received by the County pursuant to the Act and its Regulations.

9. Pursuant to 24 CFR 570.501(b), the City agrees and does hereby commit itself to undertake, conduct or perform or assist the County in undertaking, conducting or performing the essential community development and lower-income housing assistance activities identified in the plan and program contemplated hereunder pursuant to the Act. The City is subject to the same requirements applicable to subrecipients, including the requirement of entering into a written agreement with the County as described in 24 CFR 570.503.

10. All funds received by the County in accordance with its Annual Funding Plan shall be identified and allocated to the specific projects or activities set out in the Annual Funding Plan and such allocated amounts shall be expended exclusively for such projects or activities; provided, however, that a different distribution may be made when necessary to comply with Title I of the Housing and Community Development Act of 1974, as amended.

11. The City shall notify the County of any income generated by the expenditure of Community Development Block Grant funds received by the City. Such program income may be paid to the County, or the City may retain the program income subject to the provisions of this Agreement, the Act and its Regulations. Any program income retained must only be used for eligible activities in accordance with all Community Development Block Grant requirements as then apply.

12. The County shall monitor the use of any program income, requiring appropriate record-keeping and reporting by the City as may be needed for this purpose, and shall report the use of such program income to HUD. In the event of close-out or change of status of the City, all program income on hand or received by the City subsequent to the close-out or change of status shall be paid to the County.

13. The City shall notify the County of any modification or change in the use of real property acquired or improved in whole or in part using Community Development Block Grant funds that is within the control of the City, from that use planned at the time of acquisition or improvement including disposition. Such notification shall be made within thirty (30) days of such change of use.

14. The City shall reimburse the County in an amount equal to the current fair market value, less any portion thereof attributable to expenditures of non-Community Development Block Grant funds, of property acquired or improved with Community Development Block Grant funds that is sold or transferred for a use which does not qualify under the Regulations. The City shall fully inform the County of such program income within thirty (30) days of the sale or change of use of property acquired or improved with Community Development Block Grant funds.

15. In the event of close-out or change of status of the City or termination of this Agreement between the County and the City, such program income resulting from the disposition or transfer of property acquired or improved with Community Development Block Grant funds shall be paid to the County by the City.

16. City has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdictions against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

17. The term of this Agreement, known as the COUNTY CDBG Urban County Qualification period, shall cover fiscal years 2012-2014, commencing on July 1, 2012, and ending on June 30, 2014, unless an earlier date of termination is fixed by HUD, pursuant to the Act. Notwithstanding the above, if there are activities undertaken pursuant to this Agreement that are not yet completed or funded, then for the purpose of those activities only, this Agreement shall remain in effect until all Community Development Block Grant funds received pursuant to this Agreement, and any program income received with respect

to activities carried out pursuant to this Agreement are expended, and the funded activities are completed. The Parties cannot terminate or withdraw from this Agreement while it is in effect. The Agreement automatically renews to a new consecutive three-year terms, unless either Party provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of each three-year term, the County will notify the City in writing, by the date specified in HUD's urban county qualification notice for the next qualification period, of its right not to participate in the urban county for a successive three-year term with a copy of the notification sent to the HUD Field Office.

18. It is anticipated that the 2012/2013 Annual Funding Plan will be approved prior to July 1, 2012. All subsequent periods of performance hereunder shall be agreed to by written notification of this Agreement, fully executed by the Parties.

19. The Parties shall adopt amendments to this Agreement incorporating any changes necessary to meet the requirements for cooperation agreements set forth in the Urban County qualification Notice by HUD prior to a subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations. Such failure to comply will void the automatic renewal for such qualification period.

20. The Mayor and City Attorney of the City shall execute and submit to the County of San Diego the HUD Certification Forms with respect to the community development activities carried out within the boundaries of this City. It is further understood that the County will rely upon the Certifications executed by the Mayor and City Attorney for purposes of executing Certification Forms for submission to HUD.

21. All records of the City respecting these Annual Funding Plans and any project undertaken pursuant thereto shall be open and available for inspection by auditors assigned by HUD and/or the County on reasonable notice during the normal business hours of the City.

22. The Parties agree to take all actions necessary to comply with the Urban County's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, as amended and other applicable laws.

23. The Parties agree that no Urban County funding will be expended for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

24. If Community Development Block Grant funds are not awarded to the County by the U.S. Department of Housing and Community Development, the County's obligation to distribute those funds to the Urban County members will be terminated.

25. The Parties agree that if City fails to obligate funds within 12 months of the notice to proceed or to expend funds within 36 months of obligation for an eligible project or activity identified in the Annual Funding Plan pursuant to Paragraphs 6 and 7, the County may recapture and reallocate such unexpended funds at its sole discretion. The recaptured funds shall be made available for reprogramming to other eligible activities as deemed appropriate by the County, as Grantee for the Urban County.

IN WITNESS WHEREOF, the governing bodies of the respective Parties have authorized this Cooperation Agreement and direct its execution by their respective chief executive officers this 16 day of May, 2011. The terms and provisions of this Agreement are fully authorized under State and local law and the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

COUNTY OF SAN DIEGO

Signature on file

BY _____

Director,
Housing and Community Development

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Signature on file

BY _____ SENIOR DEPUTY 4/28/11

CITY OF Imperial Beach

Signature on file

BY _____

Mayor

ATTEST:

Signature on file

BY _____

City Clerk

Approved as to form and legality
Signature on file

City Attorney

COUNTY COUNSEL acknowledges that the terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County of San Diego to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities.

Signature on file

BY _____

Senior Deputy



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *BN FOR*
MEETING DATE: May 7, 2014
ORIGINATING DEPT.: Administrative Services *DSB*
SUBJECT: Bi-Annual Investment Report presented by Chandler Asset Management

EXECUTIVE SUMMARY:

Chandler Asset Management will present information pertaining to the City's financial holdings. As of March 31, 2014, the City has the follow cash assets:

Chandler Asset Management	\$ 24,423,407
Local Agency Investment Fund (LAIF)	1,071,265
Union Bank Checking Account	3,035,615
Union Bank Trust Account (Palm Project)	259,214
Wells Fargo 2010 Bond Debt Reserve	1,918,166
Wells Fargo 2013 Bond Debt Reserve	892,890
Wells Fargo 2010 Bond Project/Payment Reserve	<u>1,274,452</u>
	\$ 32,875,009

BACKGROUND:

The City contracted with Chandler Asset Management in May 2013 to manage the City's investment portfolio. As part of their responsibilities, they will present the financial performance of the City's investments twice per year to the City Council. The presentation will also include a summary of general economic indicators.

ANALYSIS:

The City's Investment Policy is reviewed by Chandler Asset Management and staff to ensure compliance with California Code and to make any changes required as a result of Legislative action. The Policy establishes the approved investment securities, establishes the acceptable bond ratings, and sets the parameters for the percentages of each type of security that may be purchased.

The three objectives of the Policy are as follows, and are in the order of importance:

Safety – This is the primary objective of the portfolio to ensure preservation of principal while mitigating credit and interest rate risk.

Liquidity – The portfolio will maintain sufficient liquidity through structuring the maturities to ensure the City is able to meet its operational needs.

Yield - After safety and liquidity needs are addressed, the portfolio is designed to achieve a market rate of return.

Investment holdings currently under the Chandler Asset Management portfolio total \$24,423,407 as of March 31, 2014.

The City pays a maximum of \$15,000 per year to Chandler Asset Management for the consultant services. The 3 year contract was entered into on May 13, 2013.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is minimal fiscal impact.

RECOMMENDATION:

None

Attachments:

1. Chandler Asset Management Investment Report



Investment Report

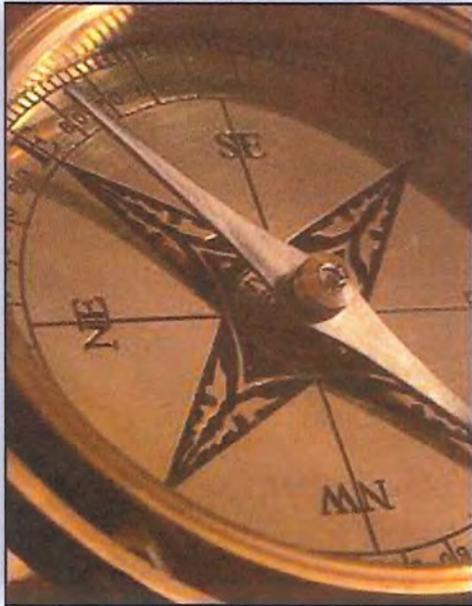
City of Imperial Beach

Period Ending
March 31, 2014



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SECTION 2	Account Profile
SECTION 3	Portfolio Holdings



SECTION 1

Economic Update

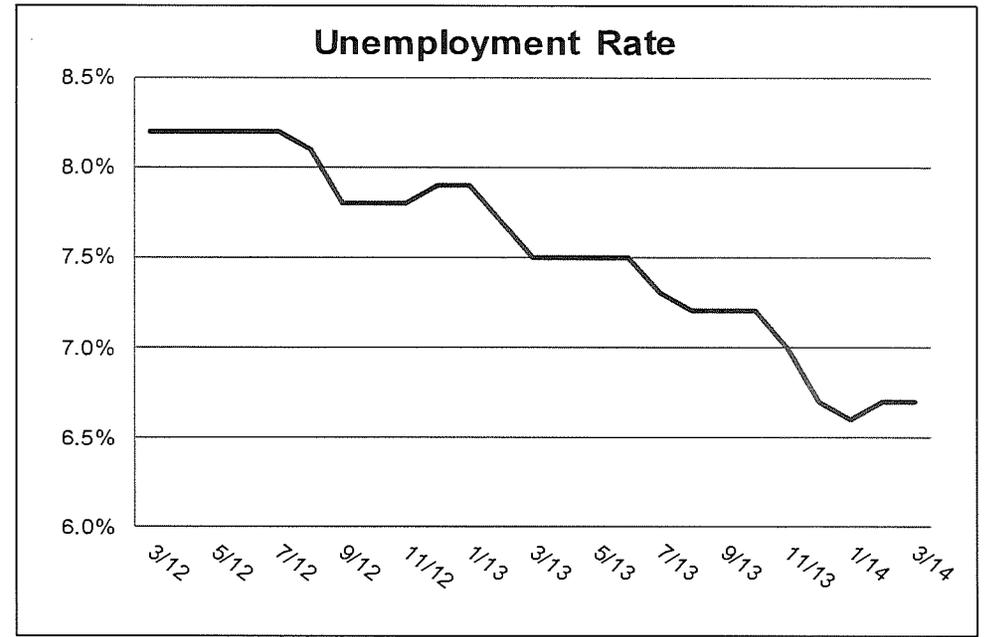
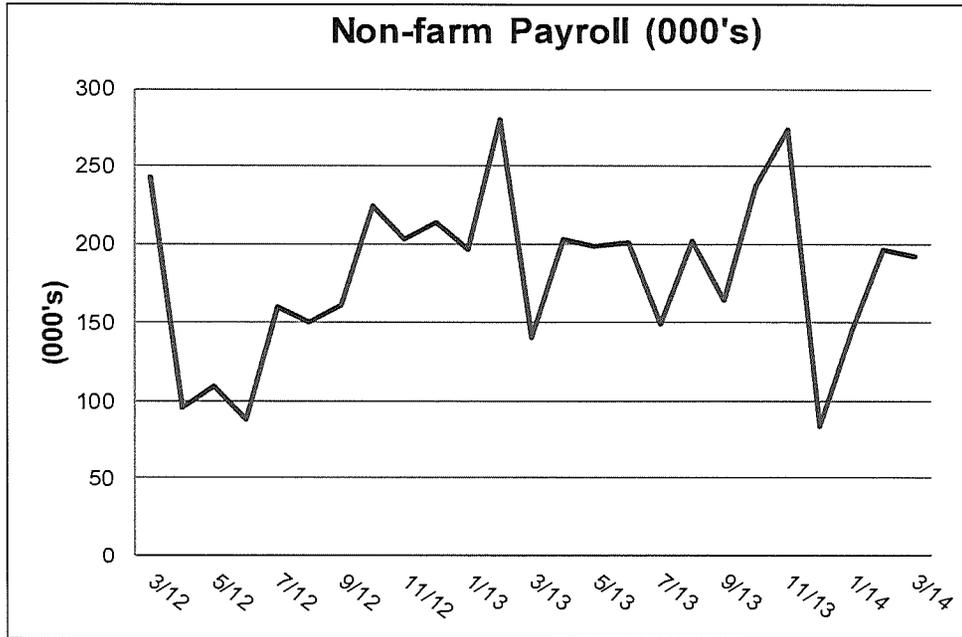


Economic Update

- The March employment report was slightly weaker than expected, but overall the labor market seems to be improving gradually. Nonfarm payroll jobs grew by 192,000 in March, versus expectations of 200,000. Private payrolls grew by 192,000 and government jobs were flat. The unemployment rate was unchanged at 6.7%, and wage growth was flat. For the first quarter of 2014, payrolls rose by 178,000 per month on average, which compares to average growth of 198,000 per month during the fourth quarter of last year. We believe this deceleration is at least partially explained by the severe winter weather that continued into March. Meanwhile manufacturing, housing, and consumer data remains mixed.
- The FOMC left policy rates unchanged at its March 18-19 meeting, and announced another \$10 billion reduction in asset purchases beginning in April, as expected. We believe the process of unwinding QE will likely continue at a steady pace throughout 2014. The Committee made some changes to its forward guidance on monetary policy. Rather than pointing to 6.5% unemployment as a trigger point for policy change, the Fed is now using more qualitative language and indicated that it will instead be focused on targeting “maximum employment”. The Committee will also continue to target a long-run inflation goal of 2%. The Fed slightly lowered its forecasts for GDP growth and unemployment (compared with its forecasts from December), while its inflation outlook was essentially unchanged. In her first post-meeting press conference, Chairwoman Yellen rattled the financial markets when she suggested that the first fed funds rate hike could begin 6 months after the taper is complete (which implies spring of 2015 – a few months earlier than the market had been forecasting). Overall, many market participants viewed Yellen’s comments as being more “hawkish” than expected. The next FOMC meeting is scheduled for April 29-30.
- During the past three months, the yield curve has flattened even as the Fed has been tapering its purchases of long-term Treasury bonds. The shape of the yield curve is changing as market participants anticipate future fed funds rate hikes by the Federal Reserve which has begun to put upward pressure on shorter-term yields. Meanwhile, over the past three months, market participants have reacted to lackluster domestic economic data (largely due to weather), as well as geopolitical tensions and fears about emerging market currencies. These worries have fueled a flight to quality, putting downward pressure on longer yields.

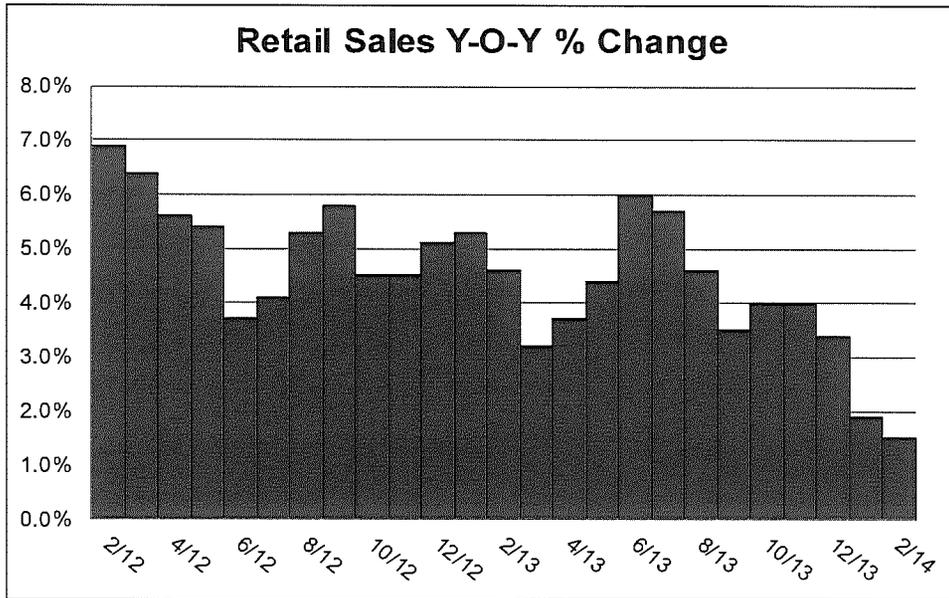


Employment

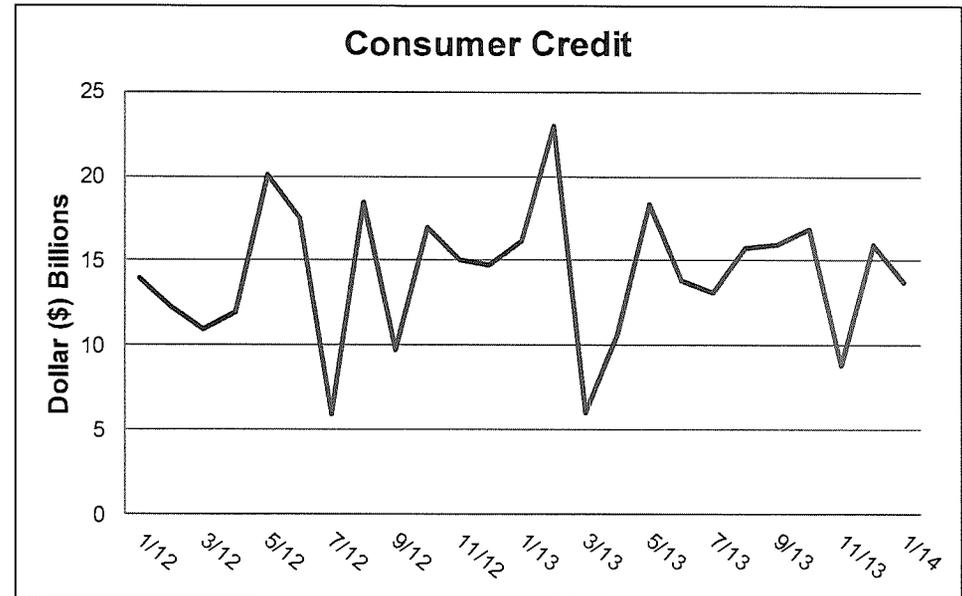


Source: U.S. Department of Labor

The March employment report was slightly weaker than expected as payrolls rose by 192,000 versus the 200,000 consensus estimate. Net revisions for job growth in February and January were +37,000. Private payrolls increased by 192,000 in March and government jobs were flat. The unemployment rate was unchanged at 6.7%, while the consensus projection was 6.6%.



Source: U.S. Department of Commerce

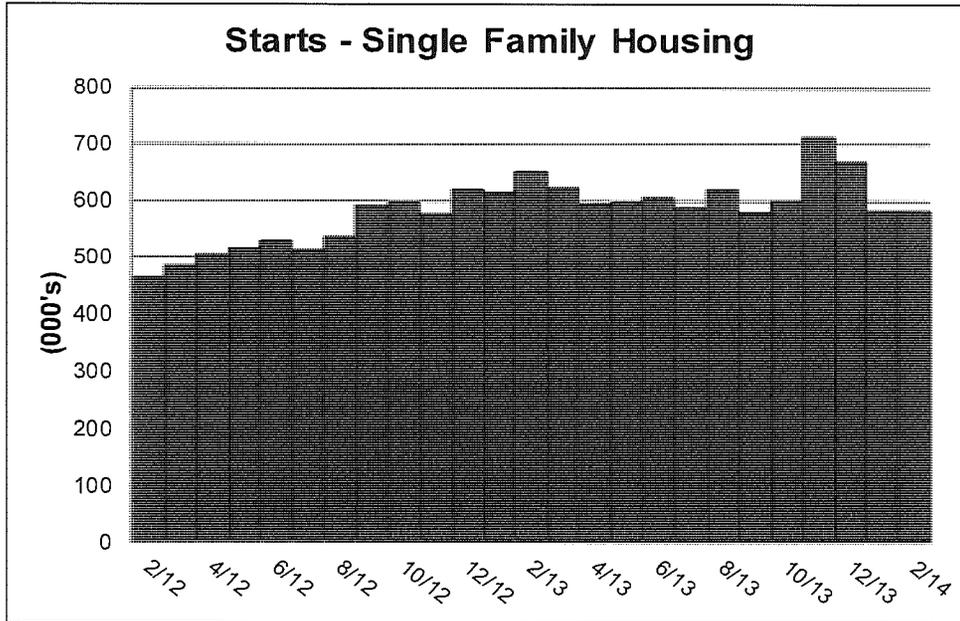


Source: Federal Reserve

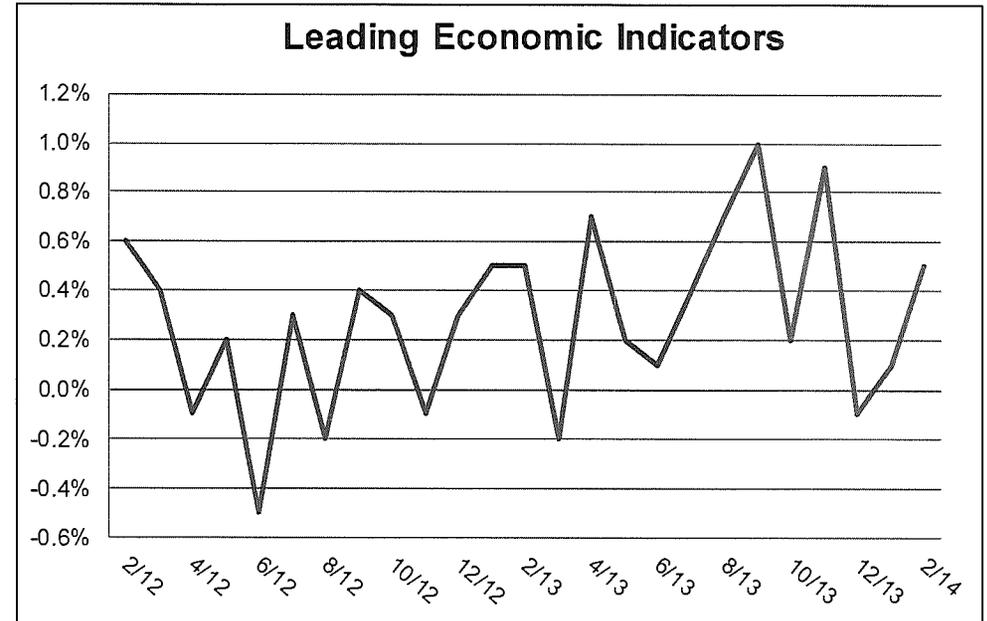
In February, Retail Sales rose 1.5% on a year-over-year basis versus a gain of 1.9% in January. On a month-over-month basis, Retail Sales excluding autos and gas rose 0.3% in February which was ahead of the consensus forecast of +0.1%. Adverse weather likely continued to hinder retail sales during the month. Consumer Credit rose by \$13.7 billion in January versus a gain of \$18.8 billion in December. Revolving credit declined by \$0.2 billion in January, and December's gain in revolving credit was revised down to \$3.1 billion from \$5.0 billion. The non-revolving component (primarily auto and student loans) continues to fuel overall credit expansion and rose by \$13.9 billion in January.



Broad Measures



Source: US Department of Commerce

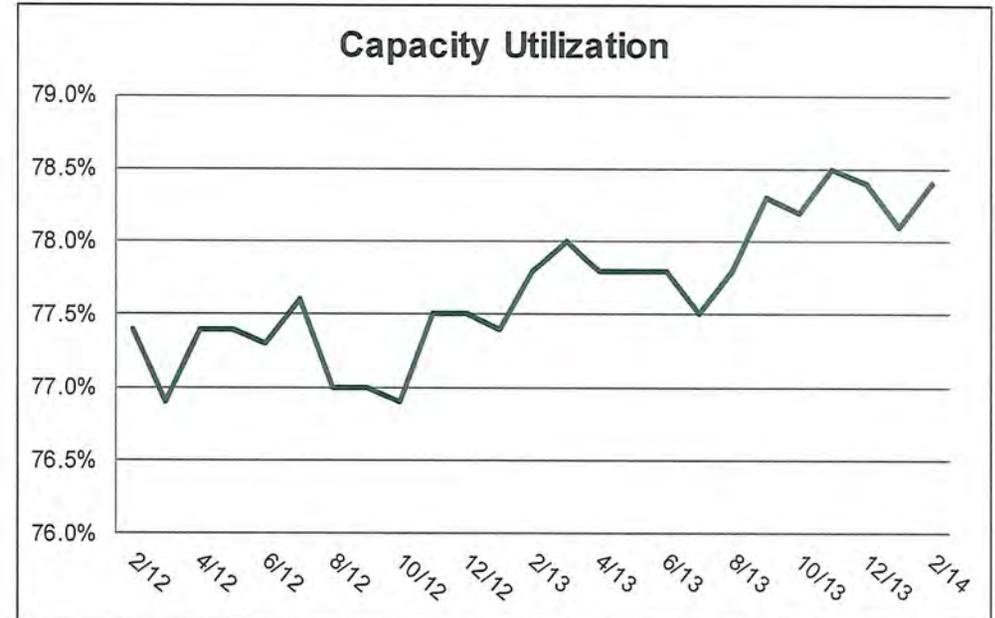


Source: The Conference Board

Single-family housing starts rose 0.3% in February after falling 13.2% in January. Unfavorable weather has likely affected housing trends in the past few months. The index of Leading Economic Indicators (LEI) rose 0.5% in February following a 0.1% gain in January. Overall, the LEI index continues to point to slow economic growth.



Source: Institute for Supply Management

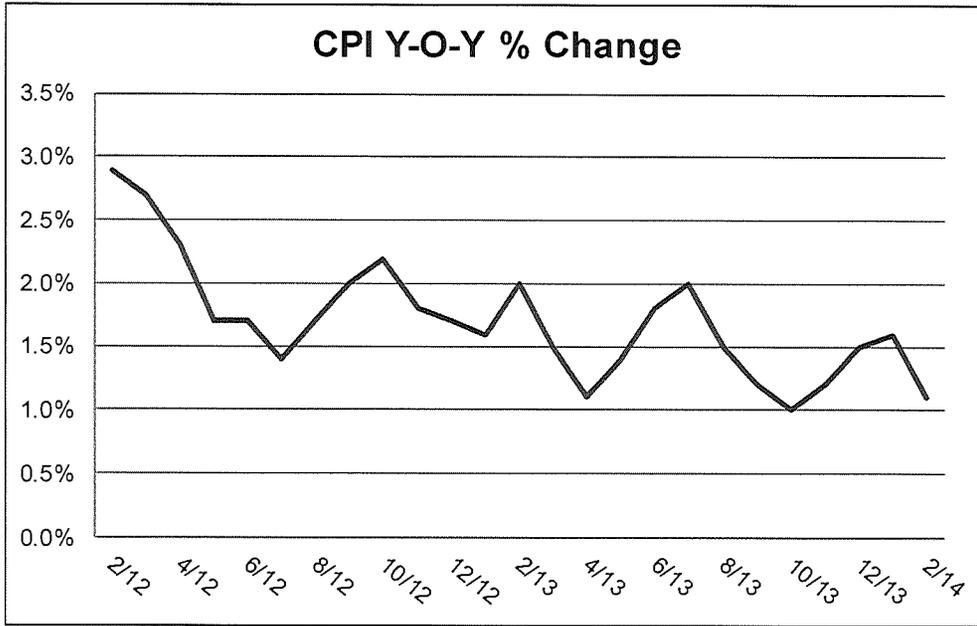


Source: Federal Reserve

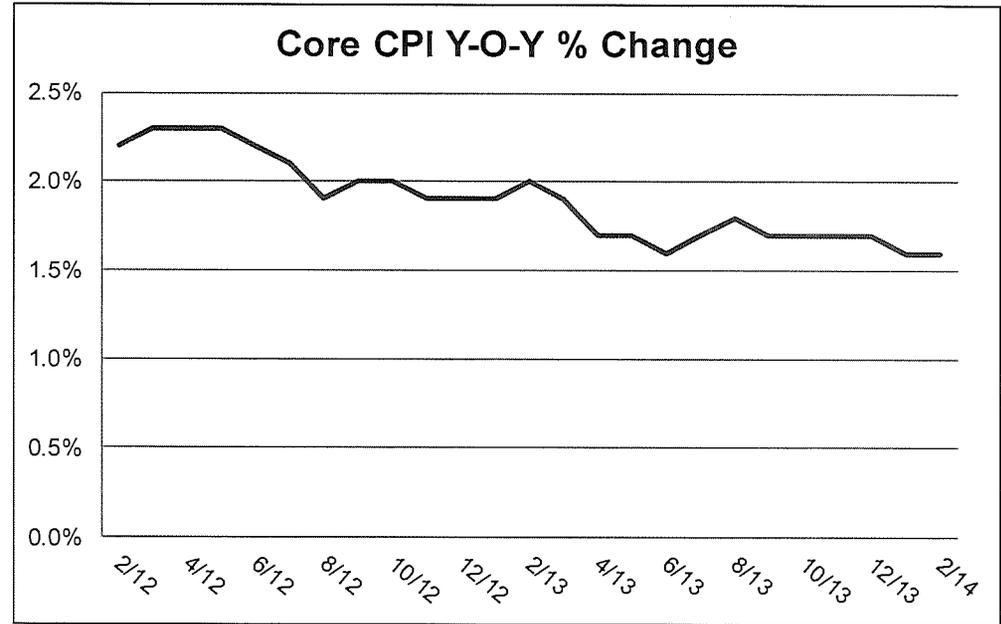
During March, the ISM Manufacturing Index increased to 53.7 from 53.2 in February, signaling a slight uptick in the manufacturing sector. February's reading was slightly below expectations and was probably held down by ongoing weather-related factors. Nevertheless, a reading above 50.0 is viewed as expansionary in the manufacturing sector, while a reading below 50.0 suggests contraction in the manufacturing sector. Capacity Utilization, which is production divided by capacity, rose in February to 78.8% from 78.5% in January. The Capacity Utilization rate remains below the long-run average of 80.2% (1972-2012).



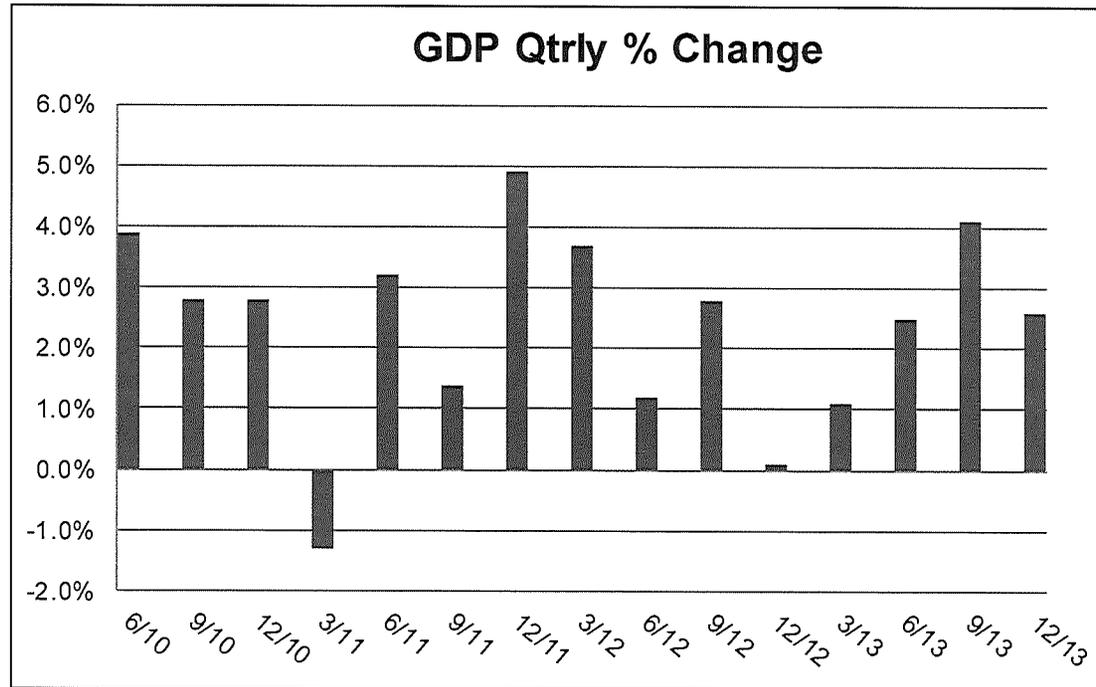
Inflation



Source: US Department of Labor



In February, overall CPI inflation fell to 1.1% on a year-over-year basis from 1.6% in January. The year-over-year Core CPI (CPI less food and energy) was unchanged at 1.6% in February. The core inflation rate is still trending below the Fed's long-term goal of 2.0% and remains below the trigger rate for policy action of 2.5%.



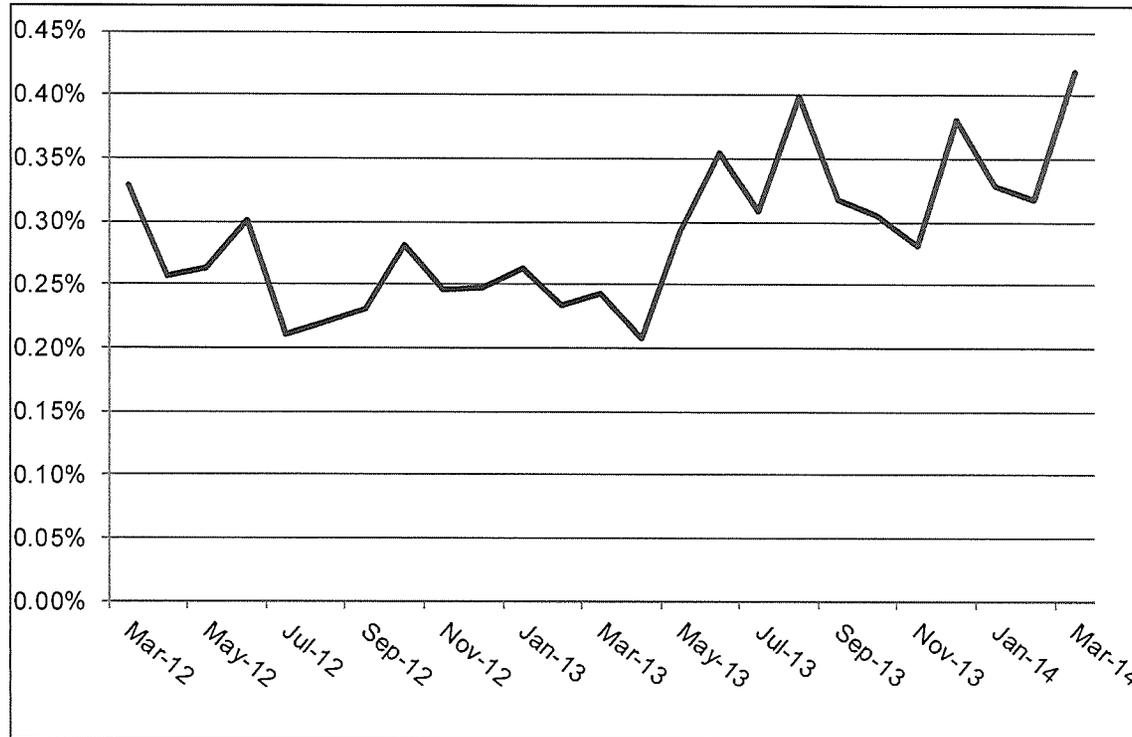
Source: U.S. Department of Commerce

The economy grew more slowly than previously estimated during the fourth quarter. Real annualized GDP growth for the fourth quarter of 2013 was 2.4%, down from the advance estimate of 3.2%. There were downward revisions to personal consumption, inventory investment, net exports, and government purchases. This follows third quarter GDP growth of 4.1%.



Yield on the Two-Year Note

March 2012 through March 2014



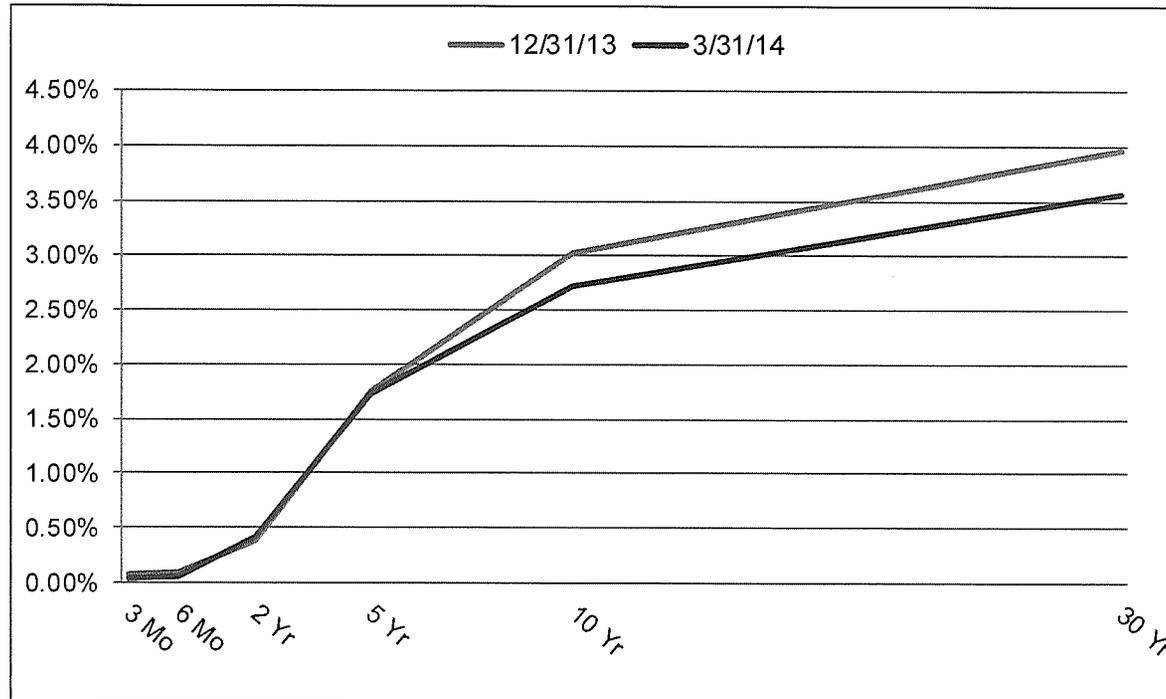
Source: Bloomberg

The yield on the two-year Treasury note increased in March, driven by in part by the ongoing unwinding of quantitative easing by the Federal Reserve along with increased anxiety that the Fed could begin hiking the fed funds rate sooner than market participants have been expecting. We believe these factors have been somewhat offset by a moderate flight to quality due to geopolitical tensions.



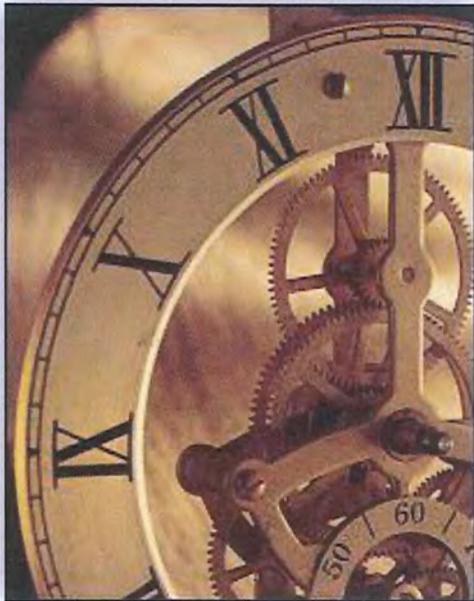
Yield Curves

December 31, 2013 and March 31, 2014



Source: Bloomberg

During the past three months, the yield curve has flattened even as the Fed has been tapering its purchases of long-term Treasury bonds. The shape of the yield curve is changing as market participants anticipate future fed funds rate hikes by the Federal Reserve which has begun to put upward pressure on shorter-term yields. Meanwhile, over the past three months, market participants have reacted to lackluster domestic economic data (largely due to weather), as well as geopolitical tensions and fears about emerging market currencies. These worries have fueled a flight to quality, putting downward pressure on longer yields.



SECTION 2

Account Profile



Investment Objectives

The investment objectives of the City of Imperial Beach are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide adequate liquidity to meet all requirements which might be reasonably anticipated; and third, to earn a commensurate rate of return.

Chandler Asset Management Performance Objectives

The performance objective of the City of Imperial Beach is to earn a return that equals or exceeds the return on an index of 1-3 Year US Treasury notes.

Strategy

In order to achieve this objective, the portfolio invests in high-quality money market instruments, US Treasury securities, US agency securities and A rated or higher Corporate medium term notes.


City of Imperial Beach

March 31, 2014

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and the City's investment policy.

Category	Standard	Comment
Treasury Issues	No limitations	Complies
Federal Agencies	20% max callable notes	Complies
Municipal Securities	"A" rated; 5% max per issuer	Complies
Banker's Acceptances	"A-1" rated; "A"-rated issuer; 40% maximum; 5% max per issuer; <180 days maturity	Complies
Commercial Paper	"A-1" rated; "A"-rated issuer; 25% maximum; 5% max per issuer; <270 days maturity	Complies
Medium Term Notes	"A" rated; 30% maximum; 5% max per issuer; 5 years maximum maturity	Complies*
Negotiable Certificates of Deposit	"A" or "A-1" rated issuers; 30% maximum; 5% max per issuer; 5 years max maturity	Complies
Bank/Time Deposits	20% maximum; 5% max per issuer; FDIC Insured or Collateralized	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	"AA"-rated issue; "A"-rated issuer; 20% maximum; 5% max per ABS issuer	Complies
Repurchase Agreements	1 year maximum maturity	Complies
Money Market Mutual Funds	"AAA" rated or SEC adviser; 20% maximum; 10% max per fund	Complies
Local Government Investment Pools	not used by adviser	Complies
Local Agency Investment Fund	\$50 million per account	Complies
Weighted Average Maturity	3 years	Complies
Maximum Maturity	5 years	Complies

*JP Morgan Chase represents 9.4% of the portfolio and is rated A3/A; however, it was purchased prior to November 2012.



Portfolio Characteristics

City of Imperial Beach

	03/31/2014		12/31/2013
	Benchmark*	Portfolio	Portfolio
Average Maturity (yrs)	1.87	1.95	2.01
Modified Duration	1.84	1.74	1.81
Average Purchase Yield	n/a	1.10 %	1.05 %
Average Market Yield	0.41 %	0.98 %	0.97 %
Average Quality**	AAA	AA+/Aa1	AA+/Aa1
Total Market Value		24,423,407	24,372,676

* 1-3 yr Treasury

** Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.

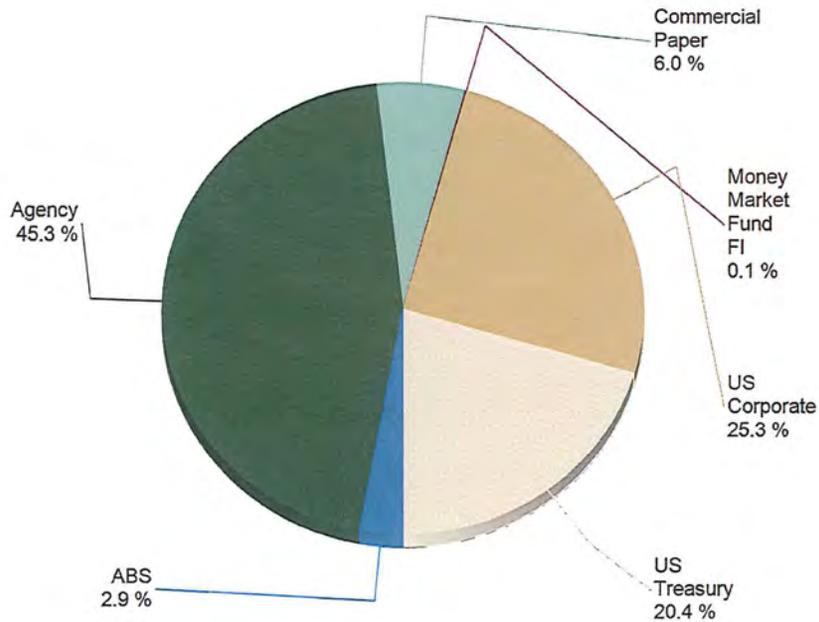
During the last three months, our portfolio re-balancing and re-investment activity invested about \$1.8 million in order to maintain the desired portfolio strategy and structure. Recent purchases included a diversified mix of Agency and Asset Backed securities with maturities ranging from January 2017 through March 2018.



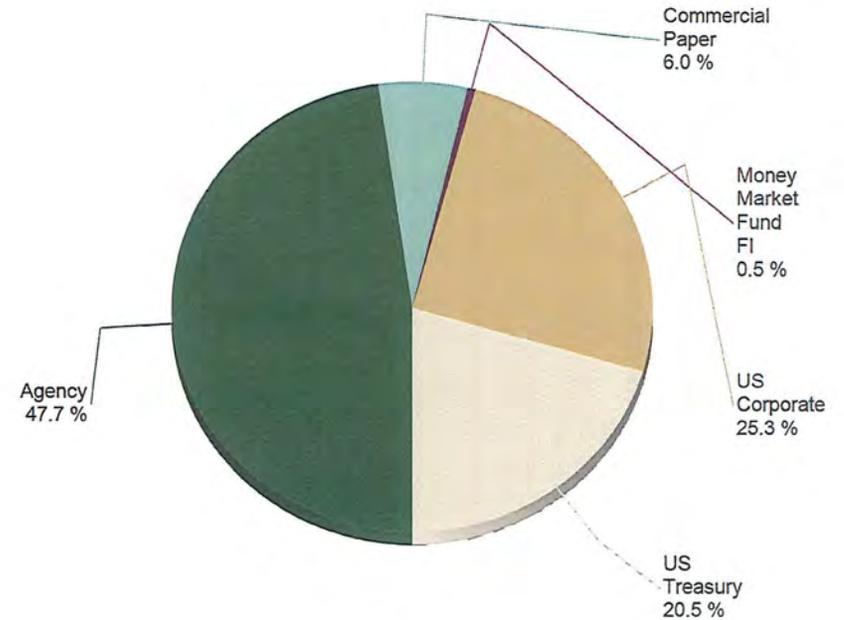
Sector Distribution

City of Imperial Beach

March 31, 2014



December 31, 2013



The portfolio sector allocation changed modestly as we initiated a position in the Asset Backed sector; this was funded by slightly reducing the Agency sector holdings.



City of Imperial Beach
Account #10188

Issuer Report

As of 3/31/2014

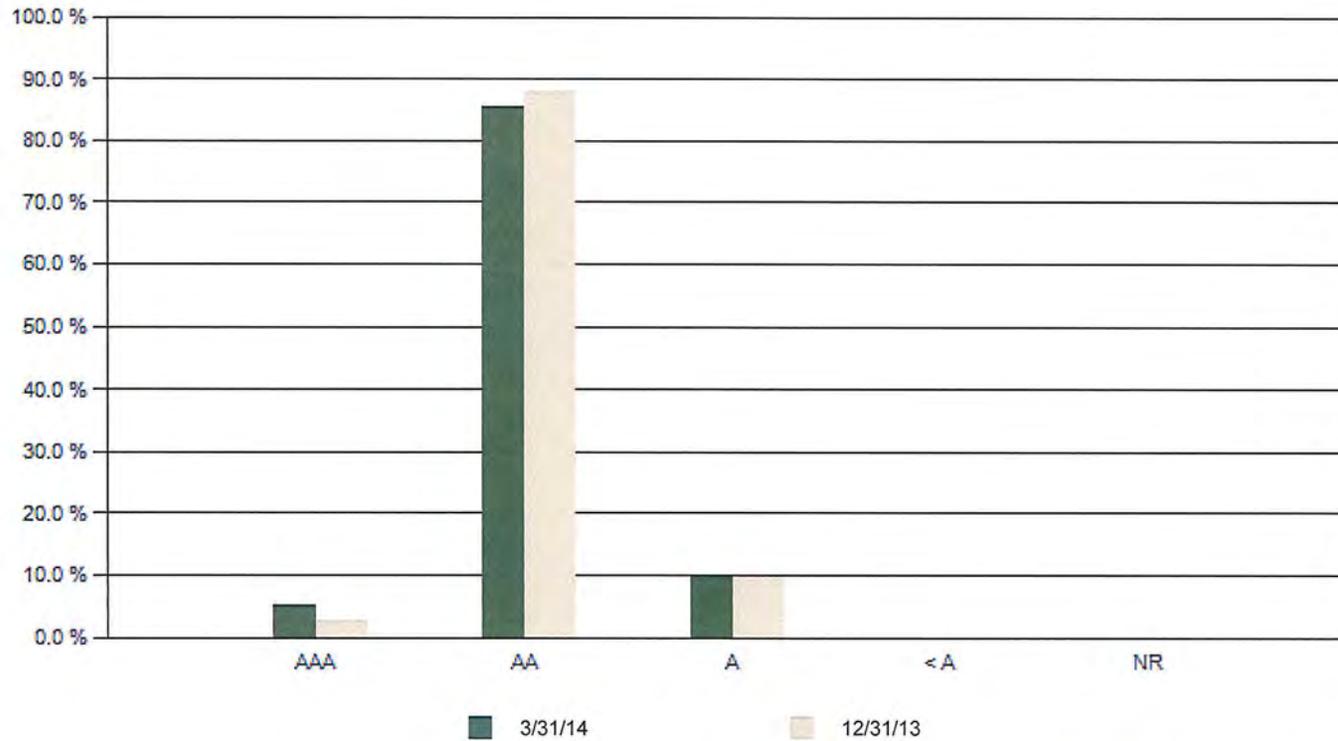
Issue Name	Investment Type	% Portfolio
Government of United States	US Treasury	20.44 %
Federal National Mortgage Association	Agency	14.04 %
Federal Farm Credit Bank	Agency	10.94 %
Federal Home Loan Mortgage Corp	Agency	10.27 %
Federal Home Loan Bank	Agency	10.05 %
JP Morgan Chase & Co	US Corporate	8.37 %
Berkshire Hathaway	US Corporate	4.20 %
General Electric Co	US Corporate	4.10 %
Toyota Motor Corp	Commercial Paper	2.05 %
Bank of Nova Scotia	Commercial Paper	2.00 %
PNC Financial Services Group	Commercial Paper	1.94 %
Apple Inc	US Corporate	1.49 %
Google Inc	US Corporate	1.49 %
Procter & Gamble Company	US Corporate	1.48 %
3M Company	US Corporate	1.46 %
ChevronTexaco Corp	US Corporate	1.44 %
Intel Corp	US Corporate	1.21 %
JP Morgan Chase & Co	ABS	1.03 %
Honda Motor Corporation	ABS	1.02 %
Toyota Auto Receivables	ABS	0.84 %
First American Govt Oblig Fund	Money Market Fund FI	0.12 %
Total		100.00 %



Quality Distribution

City of Imperial Beach

March 31, 2014 vs. December 31, 2013



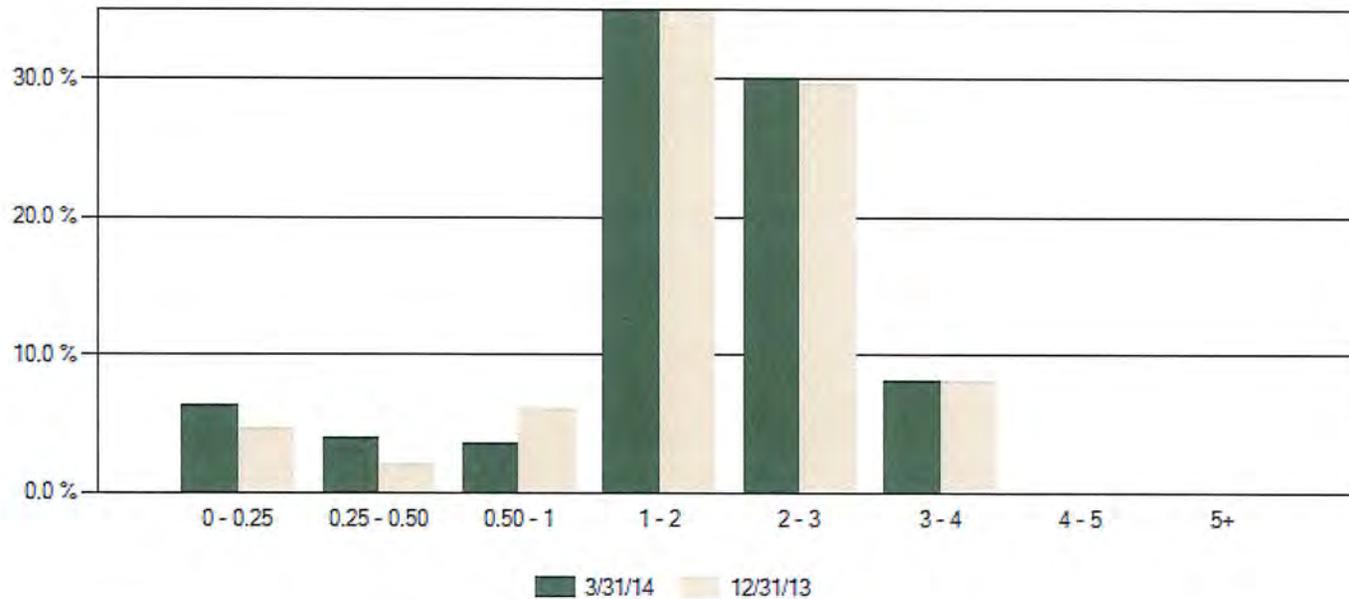
	AAA	AA	A	<A	NR
3/31/14	5.1 %	85.4 %	9.6 %	0.0 %	0.0 %
12/31/13	2.6 %	87.9 %	9.6 %	0.0 %	0.0 %

Source: S&P Ratings



Duration Distribution

City of Imperial Beach
March 31, 2014 vs. December 31, 2013



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
3/31/14	6.3 %	3.9 %	3.5 %	48.0 %	30.1 %	8.1 %	0.0 %	0.0 %
12/31/13	4.6 %	2.0 %	6.0 %	49.5 %	29.6 %	8.2 %	0.0 %	0.0 %

The duration of the portfolio was close to that of the benchmark's duration during the recent quarter. The market continues to expect the Federal Reserve to taper the amount of its bond purchases throughout 2014, likely increasing interest rate volatility during the year. Offsetting the expected increase in volatility is the unchanged forecast for the federal funds rate (currently 0-0.25%). We anticipate keeping the duration of the portfolio close to the 1-3 Year Treasury benchmark in near term.



Investment Performance

City of Imperial Beach

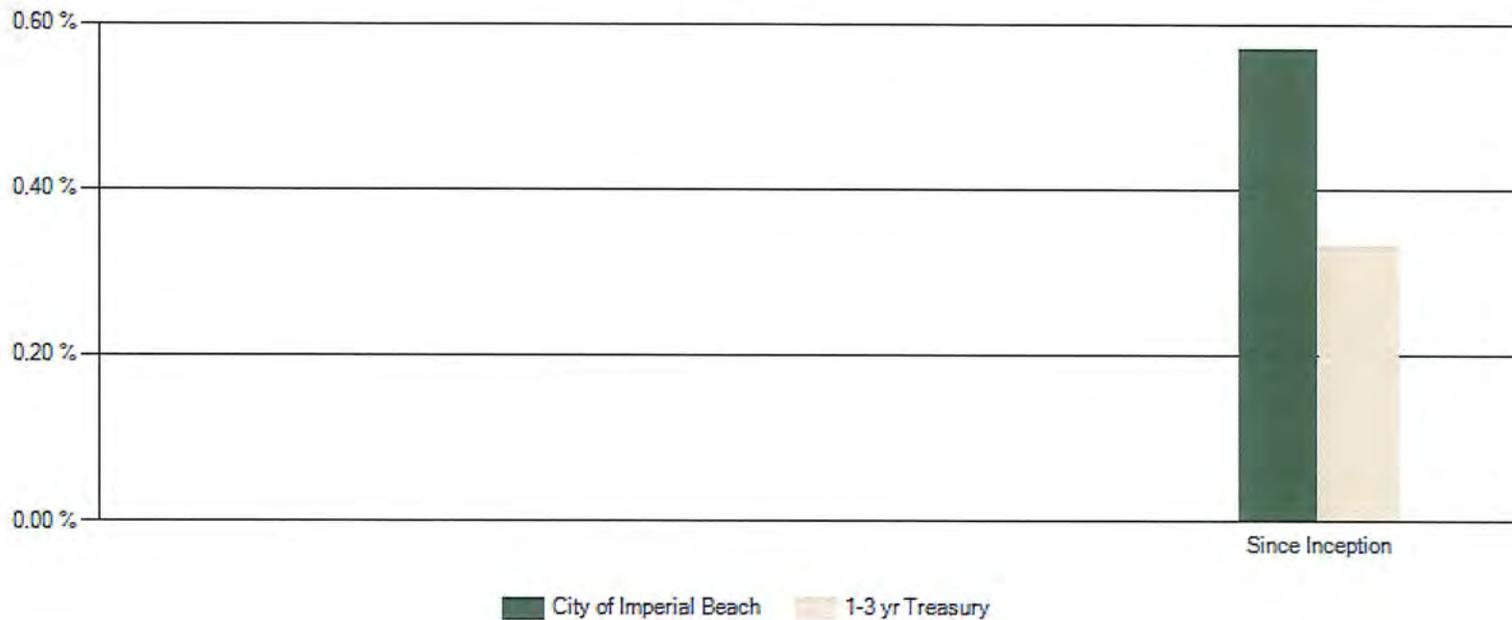
Period Ending

March 31, 2014

Total Rate of Return

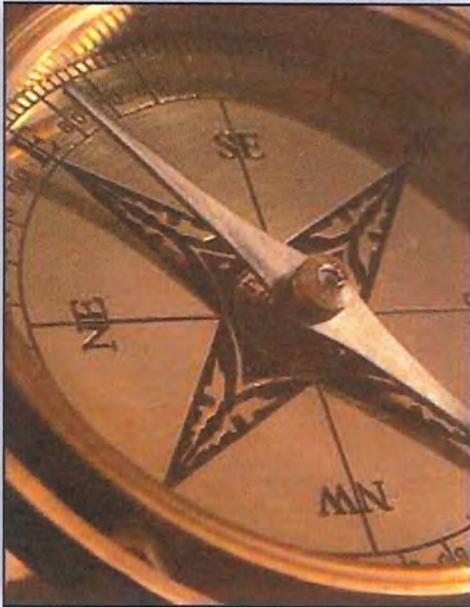
Since Inception

July 31, 2013



	Latest 3 months	Since Inception
City of Imperial Beach	0.23 %	0.57 %
1-3 yr Treasury	0.14 %	0.33 %

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.



SECTION 3

Portfolio Holdings



Holdings Report

As of 3/31/14

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
ABS									
43814CAC3	Honda Auto Receivables 2013-1 A3 0.48% Due 11/21/2016	250,000.00	02/12/2014 0.42 %	250,146.49 250,137.24	100.06 0.42 %	250,152.00 33.33	1.02 % 14.76	NR AAA	2.65 1.05
161571FL3	Chase CHAIT Pool #2012-A5 0.59% Due 8/15/2017	250,000.00	02/12/2014 0.52 %	250,458.98 250,443.85	100.15 0.48 %	250,367.50 65.56	1.03 % (76.35)	NR AAA	3.38 1.36
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	205,000.00	03/11/2014 0.69 %	204,962.12 204,962.60	100.15 0.60 %	205,297.87 45.78	0.84 % 335.27	Aaa AAA	3.71 1.99
Total ABS		705,000.00	0.53 %	705,567.59 705,543.69	0.49 %	705,817.37 144.67	2.89 % 273.68	Aaa AAA	3.22 1.43
AGENCY									
313381H24	FHLB Note 0.25% Due 1/16/2015	500,000.00	08/23/2013 0.27 %	499,880.00 499,931.50	100.09 0.14 %	500,435.00 260.42	2.05 % 503.50	Aaa AA+	0.80 0.79
3133EANJ3	FFCB Note 0.5% Due 5/1/2015	500,000.00	07/19/2013 0.31 %	501,660.00 501,011.88	100.33 0.19 %	501,658.50 1,041.67	2.06 % 646.62	Aaa AA+	1.08 1.08
3135G0KM4	FNMA Note 0.5% Due 5/27/2015	325,000.00	08/20/2013 0.31 %	326,088.75 325,711.74	100.35 0.20 %	326,135.23 559.72	1.34 % 423.49	Aaa AA+	1.16 1.15
3135G0LN1	FNMA Note 0.5% Due 7/2/2015	500,000.00	08/07/2013 0.33 %	501,620.00 501,068.31	100.36 0.22 %	501,776.50 618.06	2.06 % 708.19	Aaa AA+	1.25 1.25
3133ECHV9	FFCB Note 0.35% Due 7/30/2015	485,000.00	07/30/2013 0.32 %	485,300.70 485,199.78	100.11 0.27 %	485,535.93 287.63	1.99 % 336.15	Aaa AA+	1.33 1.33
3133EADW5	FFCB Note 0.55% Due 8/17/2015	500,000.00	08/30/2013 0.43 %	501,155.00 500,810.27	100.40 0.26 %	501,990.50 336.11	2.06 % 1,180.23	Aaa AA+	1.38 1.37
313383V81	FHLB Note 0.375% Due 8/28/2015	485,000.00	12/16/2013 0.32 %	485,465.60 485,386.62	100.13 0.28 %	485,646.51 156.61	1.99 % 259.89	Aaa AA+	1.41 1.41
3134G3J76	FHLMC Note 0.45% Due 9/4/2015	500,000.00	08/13/2013 0.44 %	500,080.00 500,055.50	100.13 0.36 %	500,668.00 168.75	2.05 % 612.50	Aaa AA+	1.43 1.42
3133ED2V3	FFCB Note 0.4% Due 9/24/2015	300,000.00	10/24/2013 0.38 %	300,105.00 300,081.27	100.13 0.31 %	300,388.80 23.33	1.23 % 307.53	Aaa AA+	1.48 1.48
3135G0NV1	FNMA Note 0.5% Due 9/28/2015	500,000.00	07/26/2013 0.39 %	501,185.00 500,816.47	100.36 0.26 %	501,790.00 20.83	2.05 % 973.53	Aaa AA+	1.50 1.49
31331J2S1	FFCB Note 1.5% Due 11/16/2015	370,000.00	08/20/2013 0.43 %	378,809.70 376,405.09	101.97 0.28 %	377,297.14 2,081.25	1.55 % 892.05	Aaa AA+	1.63 1.60
313380L96	FHLB Note 0.5% Due 11/20/2015	485,000.00	07/17/2013 0.45 %	485,562.60 485,395.34	100.19 0.38 %	485,910.35 882.43	1.99 % 515.01	Aaa AA+	1.64 1.63
3135G0SB0	FNMA Note 0.375% Due 12/21/2015	500,000.00	07/17/2013 0.50 %	498,475.00 498,912.44	100.06 0.34 %	500,291.50 520.83	2.05 % 1,379.06	Aaa AA+	1.73 1.71
3135G0VA8	FNMA Note 0.5% Due 3/30/2016	500,000.00	07/18/2013 0.60 %	498,630.00 498,981.93	100.07 0.47 %	500,335.50 6.94	2.05 % 1,353.57	Aaa AA+	2.00 1.99
3137EADQ9	FHLMC Note 0.5% Due 5/13/2016	500,000.00	07/18/2013 0.64 %	498,015.00 498,503.02	99.99 0.51 %	499,930.00 958.33	2.05 % 1,426.98	Aaa AA+	2.12 2.10



Holdings Report

As of 3/31/14

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int	% of Port. Gain/Loss	Moody S&P	Maturity Duration
AGENCY									
3133834R9	FHLB Note 0.375% Due 6/24/2016	500,000.00	08/07/2013 0.58 %	497,105.00 497,755.07	99.59 0.56 %	497,958.00 505.21	2.04 % 202.93	Aaa AA+	2.24 2.21
3135G0YE7	FNMA Note 0.625% Due 8/26/2016	485,000.00	10/29/2013 0.61 %	485,164.90 485,140.43	99.94 0.65 %	484,715.31 294.70	1.99 % (425.12)	Aaa AA+	2.41 2.38
3133ECVW2	FFCB Note 0.875% Due 12/7/2016	500,000.00	08/07/2013 0.87 %	500,130.00 500,104.79	100.09 0.84 %	500,463.50 1,385.42	2.05 % 358.71	Aaa AA+	2.69 2.64
3130A0C65	FHLB Note 0.625% Due 12/28/2016	485,000.00	12/13/2013 0.72 %	483,666.25 483,791.67	99.46 0.82 %	482,380.52 783.07	1.98 % (1,411.15)	Aaa AA+	2.75 2.71
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	115,000.00	01/08/2014 0.92 %	116,139.65 116,055.99	101.11 0.85 %	116,276.39 243.58	0.48 % 220.40	Aaa AA+	2.84 2.78
3137EADC0	FHLMC Note 1% Due 3/8/2017	500,000.00	07/26/2013 0.99 %	500,160.00 500,130.14	100.25 0.92 %	501,226.00 319.44	2.05 % 1,095.86	Aaa AA+	2.94 2.89
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	500,000.00	08/07/2013 1.07 %	503,265.00 502,703.79	100.77 1.00 %	503,870.00 2,413.19	2.07 % 1,166.21	Aaa AA+	3.12 3.03
3135G0MZ3	FNMA Note 0.875% Due 8/28/2017	500,000.00	03/06/2014 1.00 %	497,800.00 497,843.31	98.91 1.20 %	494,556.50 401.04	2.03 % (3,286.81)	Aaa AA+	3.41 3.35
3137EADP1	FHLMC Note 0.875% Due 3/7/2018	510,000.00	03/06/2014 1.29 %	501,677.31 501,819.72	97.95 1.41 %	499,535.82 297.50	2.05 % (2,283.90)	Aaa AA+	3.94 3.84
Total Agency		11,045,000.00	0.59 %	11,047,140.46 11,043,616.07	0.53 %	11,050,771.50 14,566.06	45.31 % 7,155.43	Aaa AA+	2.01 1.98
COMMERCIAL PAPER									
89233HDP6	Toyota Motor Credit Discount CP 0.26% Due 4/23/2014	500,000.00	08/23/2013 0.26 %	499,133.34 499,920.56	99.98 0.26 %	499,920.56 0.00	2.05 % 0.00	P-1 A-1+	0.06 0.06
69349KGP9	PNC Bank Discount CP 0.27% Due 7/23/2014	475,000.00	12/23/2013 0.27 %	474,244.75 474,597.44	99.92 0.27 %	474,597.44 0.00	1.94 % 0.00	P-1 A-1	0.31 0.31
06416KJ35	Bank of Nova Scotia Discount CP 0.25% Due 9/3/2014	490,000.00	12/17/2013 0.25 %	489,136.31 489,483.12	99.89 0.25 %	489,483.12 0.00	2.00 % 0.00	P-1 A-1	0.43 0.43
Total Commercial Paper		1,465,000.00	0.26 %	1,462,514.40 1,464,001.12	0.26 %	1,464,001.12 0.00	5.99 % 0.00	P-1 A-1	0.27 0.27
MONEY MARKET FUND FI									
31846V203	First American Govt Obligation Fund	28,590.56	Various 0.00 %	28,590.56 28,590.56	1.00 0.00 %	28,590.56 0.00	0.12 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		28,590.56	N/A	28,590.56 28,590.56	0.00 %	28,590.56 0.00	0.12 % 0.00	Aaa AAA	0.00 0.00



Holdings Report

As of 3/31/14

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US CORPORATE									
36962G5B6	General Electric Capital Corp Floating Rate Note 0.872% Due 4/7/2014	1,000,000.00	01/25/2012 0.94 %	998,561.00 999,989.25	100.01 0.41 %	1,000,077.00 2,034.67	4.10 % 87.75	A1 AA+	0.02 0.02
742718DM8	Procter & Gamble Co Note 3.5% Due 2/15/2015	350,000.00	07/19/2013 0.45 %	366,541.00 359,269.91	102.59 0.52 %	359,067.45 1,565.28	1.48 % (202.46)	Aa3 AA-	0.88 0.86
037833AH3	Apple Inc Note 0.45% Due 5/3/2016	365,000.00	07/18/2013 0.72 %	362,335.50 362,997.03	99.67 0.61 %	363,792.22 675.25	1.49 % 795.19	Aa1 AA+	2.09 2.07
38259PAC6	Google Inc Note 2.125% Due 5/19/2016	350,000.00	07/26/2013 0.72 %	363,604.50 360,359.63	103.26 0.58 %	361,417.35 2,727.08	1.49 % 1,057.72	Aa2 AA	2.14 2.08
166764AC4	Chevron Corp. Note 0.889% Due 6/24/2016	350,000.00	07/19/2013 0.72 %	351,704.50 351,303.16	100.53 0.65 %	351,843.80 838.38	1.44 % 540.64	Aa1 AA	2.24 2.20
88579YAD3	3M Co. Note 1.375% Due 9/29/2016	350,000.00	08/07/2013 0.83 %	355,827.50 354,645.70	101.84 0.63 %	356,428.45 26.74	1.46 % 1,782.75	Aa2 AA-	2.50 2.45
458140AH3	Intel Corp Note 1.95% Due 10/1/2016	285,000.00	12/19/2013 0.79 %	294,014.55 293,141.60	102.76 0.83 %	292,863.72 2,778.75	1.21 % (277.88)	A1 A+	2.51 2.42
084670BD9	Berkshire Hathaway Note 1.9% Due 1/31/2017	1,000,000.00	04/11/2012 1.61 %	1,013,489.00 1,007,958.20	102.33 1.06 %	1,023,344.00 3,219.44	4.20 % 15,385.80	Aa2 AA	2.84 2.75
48125VLC2	JP Morgan Chase Floating Rate Note 6.41% Due 2/6/2017	2,000,000.00	02/01/2012 6.41 %	2,000,000.00 2,000,000.00	101.25 5.98 %	2,024,900.00 19,586.11	8.37 % 24,900.00	A3 A	2.86 1.16
Total US Corporate		6,050,000.00	2.77 %	6,106,077.55 6,089,664.48	2.44 %	6,133,733.99 33,451.70	25.25 % 44,069.51	A1 AA-	2.12 1.52
US TREASURY									
912828SU5	US Treasury Note 0.25% Due 5/15/2015	500,000.00	07/26/2013 0.28 %	499,747.77 499,842.50	100.11 0.15 %	500,547.00 473.07	2.05 % 704.50	Aaa AA+	1.12 1.12
912828TD2	US Treasury Note 0.25% Due 7/15/2015	500,000.00	07/19/2013 0.32 %	499,318.08 499,556.70	100.09 0.18 %	500,449.00 262.43	2.05 % 892.30	Aaa AA+	1.29 1.29
912828TK6	US Treasury Note 0.25% Due 8/15/2015	500,000.00	07/30/2013 0.33 %	499,142.30 499,423.21	100.08 0.19 %	500,410.00 155.39	2.05 % 986.79	Aaa AA+	1.38 1.38
912828TX8	US Treasury Note 0.375% Due 11/15/2015	500,000.00	08/20/2013 0.44 %	499,298.55 499,490.25	100.15 0.28 %	500,761.50 709.60	2.05 % 1,271.25	Aaa AA+	1.63 1.62
912828UC2	US Treasury Note 0.25% Due 12/15/2015	500,000.00	07/18/2013 0.44 %	497,755.58 498,401.97	99.89 0.31 %	499,472.50 367.45	2.05 % 1,070.53	Aaa AA+	1.71 1.70
912828UG3	US Treasury Note 0.375% Due 1/15/2016	500,000.00	07/17/2013 0.45 %	499,044.64 499,311.13	100.05 0.35 %	500,254.00 393.65	2.05 % 942.87	Aaa AA+	1.79 1.78
912828VC1	US Treasury Note 0.25% Due 5/15/2016	500,000.00	08/07/2013 0.53 %	496,173.55 497,066.77	99.48 0.50 %	497,383.00 473.07	2.04 % 316.23	Aaa AA+	2.13 2.11
912828RU6	US Treasury Note 0.875% Due 11/30/2016	500,000.00	08/07/2013 0.74 %	502,228.24 501,793.64	100.34 0.74 %	501,719.00 1,466.35	2.06 % (74.64)	Aaa AA+	2.67 2.63
912828SC5	US Treasury Note 0.875% Due 1/31/2017	500,000.00	07/17/2013 0.83 %	500,861.05 500,692.05	100.13 0.83 %	500,625.00 725.14	2.05 % (67.05)	Aaa AA+	2.84 2.79



Holdings Report

As of 3/31/14

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody S&P	Maturity Duration
US TREASURY									
912828SS0	US Treasury Note 0.875% Due 4/30/2017	485,000.00	10/07/2013 0.90 %	484,509.05 484,575.14	99.77 0.95 %	483,900.99 1,781.91	1.99 % (674.15)	Aaa AA+	3.08 3.02
Total US Treasury		4,985,000.00	0.52 %	4,978,078.81 4,980,153.36	0.45 %	4,985,521.99 6,808.06	20.44 % 5,368.63	Aaa AA+	1.96 1.94
TOTAL PORTFOLIO		24,278,590.56	1.10 %	24,327,969.37 24,311,569.28	0.98 %	24,368,436.53 54,970.49	100.00 % 56,867.25	Aa1 AA+	1.95 1.74
TOTAL MARKET VALUE PLUS ACCRUED						24,423,407.02			



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AW FOR*
MEETING DATE: MAY 7, 2014
ORIGINATING DEPT.: CITY CLERK *AMH*
SUBJECT: PRESENTATION ON PORT DISTRICT ACTIVITIES BY PORT COMMISSIONER MALCOLM

EXECUTIVE SUMMARY:

Port Commissioner Dan Malcolm will give a presentation to the City Council on Port District Activities. There will also be a discussion on other Port topics, including Port-sponsored events. City Council will have the opportunity to ask questions and provide comments, input and direction.

BACKGROUND:

Port Commissioner Dan Malcolm has endeavored to provide regular updates to the City Council on Port District activities. On May 7, 2014, Commissioner Malcolm will give a presentation on Port District Activities. There will also be a discussion on other Port topics, including possible Port-sponsored events such as Symphony by the Sea and July 4th Fireworks.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None associated with this report.

RECOMMENDATION:

Receive update presentation and provide questions, comments and direction as needed.