



# AMENDED AGENDA



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

**JULY 17, 2013**

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

***CLOSED SESSION MEETING – 4:45 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 BY MAYOR**

**ROLL CALL BY CITY CLERK**

**CLOSED SESSION**

**1. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6:

Agency Representative: City Manager

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

**2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

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

One (1) potential case

Facts and circumstances pursuant to Government Code Section 54956.9(e)(3). The claim is on file with the City Clerk's office.

**3. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**

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

No. of Potential Cases: 1

**4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9(d)(2)

Eleven (11) potential cases

Facts and circumstances pursuant to Government Code Section 54956.9(e)(3). The claims are on file with the City Clerk's office.

**RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)**

**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.**

**REGULAR MEETING CALL TO ORDER**

**ROLL CALL BY CITY CLERK**

**PLEDGE OF ALLEGIANCE**

**AGENDA CHANGES**

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

**COMMUNICATIONS FROM CITY STAFF**

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

**PRESENTATIONS (1.1-1.2)**

**1.1\* PRESENTATION ON SANDAG/MTS TROLLEY RENEWAL PROJECT. (0140-40 & 0680-85)**

**1.2\* SDG&E SUMMER OUTLOOK PRESENTATION. (0820-70)**

\* No Staff Report

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

**2.1 MINUTES.**

City Manager's Recommendation: Approve the minutes of the Regular City Council Meeting of June 5, 2013 and the Special City Council Meetings of June 24 and 28, 2013.

**2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)**

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 82656 through 82796 for a subtotal amount of \$1,268,593.39 and Payroll Checks/Direct Deposit 45329 through 45357 for a subtotal of \$148,988.09 for a total amount of \$1,417,581.48.

**2.3 RESOLUTION 2013-7359 AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR THE LEASE OF THE SHERIFF SUB-STATION AND SURROUNDING AREA FOR TRAILERS AND PARKING. (0260-10 & 0910-50)**

City Manager's Recommendation: Adopt resolution.

**2.4 RESOLUTION NO. 2013-7358 RATIFYING THE CITY MANAGER'S SIGNATURE ON THE AGREEMENT WITH D.A.R. INC. FOR THE REMOVAL OF DEAD ANIMALS LOCATED ON PUBLIC PROPERTY WITHIN THE CITY OF IMPERIAL BEACH, CA. (0200-50)**

City Manager's Recommendation: Adopt resolution.

**2.5 RESOLUTION NO. 2013-7362 AUTHORIZING THE CITY MANAGER TO RATIFY AND APPROVE AN AGREEMENT WITH KEENAN & ASSOCIATES FOR A HEALTH CARE REFORM IMPACT STUDY. (0500-90)**

City Manager's Recommendation: Adopt resolution.

**2.6 RESOLUTION NO. 2013-7354 APPROVING AND ADOPTING THE SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION, LOCAL 4692 (IBFA). (0540-50)**

City Manager's Recommendation: Adopt resolution.

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**CONSENT CALENDAR (Continued)**

- 2.7 **RESOLUTION NO. 2013-7365 APPROVING THE FIRST AMENDMENT TO THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND SPRINT FOR MODIFICATIONS TO EXISTING TELECOMMUNICATION FACILITIES LOCATED AT 827 IMPERIAL BEACH BOULEVARD (CITY HALL COMPLEX). (0800-50 & 0910-10)**  
City Manager's Recommendation: Adopt resolution.
- 2.8 **RESOLUTION NO. 2013-7366 APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND VERIZON WIRELESS, LLC, FOR MODIFICATIONS TO EXISTING TELECOMMUNICATION FACILITIES LOCATED AT 825 IMPERIAL BEACH BOULEVARD (CITY HALL COMPLEX). (0800-50 & 0910-10)**  
City Manager's Recommendation: Adopt resolution.
- 2.9 **RESOLUTION 2013-7367 AUTHORIZING MAYOR TO APPOINT AN INTERIM CITY MANAGER, IF NECESSARY, AND TO EXECUTE ANY REQUIRED DOCUMENTS TO IMPLEMENT SUCH APPOINTMENT. (0530-60)**  
The staff report was not available at the time the agenda was posted.
- 2.10 **RESOLUTION NO. 2013-7355 APPROVING CHANGE ORDER NO. 1, CDBG FY 12/13 IMPERIAL BEACH BLVD. PEDESTRIAN CROSSWALK PROJECT NO. S13-101. (0650-33 & 0750-30)**  
City Manager's Recommendation: Adopt resolution.
- 2.11 **AUTHORIZATION TO CONTRACT FOR A CONSULTANT TO RECRUIT AN ADMINISTRATIVE SERVICES DIRECTOR. (0550-05)**  
City Manager's Recommendation: Adopt resolution.

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

None.

**ORDINANCES – SECOND READING/ADOPTION (4)**

None.

**PUBLIC HEARINGS (5)**

None.

**REPORTS (6.1-6.8)**

- 6.1 **CONSIDERATION OF RESOLUTION NO. 2013-7368 APPOINTING THE NEW CITY MANAGER, APPROVING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, AND AUTHORIZING THE MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT. (0530-60)**  
The staff report was not available at the time the agenda was posted.
- 6.2 **RESOLUTION NO. 2013-7364 APPROVING THE FACILITIES LONG RANGE MAJOR MAINTENANCE PLAN. (0910-90)**  
City Manager's Recommendation:  
  1. Receive report;
  2. Discuss the merits and concerns regarding the study and findings; and
  3. Adopt resolution.
- 6.3 **RESOLUTION NO. 2013-7360 ENACTING CHANGES IN TIME RESTRICTIONS TO STREET PARKING SPACES ALONG PALM AVENUE, SEACOAST DRIVE AND IMPERIAL BEACH BOULEVARD, INCLUDING STREET SWEEPING.(0760-95)**  
City Manager's Recommendation: Adopt resolution.

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**REPORTS (Continued)**

**6.4 RESOLUTION NO. 2013-7363 APPROVING INSTALLATION OF A DEMONSTRATION (TEMPORARY) ROUNDABOUT PROJECT AND APPROPRIATION OF \$10,000 FOR THE DESIGN AND INSTALLATION OF A DEMONSTRATION PROJECT. (0720-90)**

City Manager's Recommendation:

1. Receive report;
2. Debate the merits and drawbacks for proceeding with a demonstration (temporary) project;
3. Direct staff to proceed with either 13<sup>th</sup> Street and Elder Avenue intersection or 9<sup>th</sup> Street and Donax Avenue roundabout demonstration project; and
4. Adopt Resolution No. 2013-7363.

**6.5 RESOLUTION NO. 2013-7361 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF CHULA VISTA FOR PROVISION OF ANIMAL CONTROL AND SHELTERING SERVICES FOR THE CITY OF IMPERIAL BEACH. (0200-50)**

City Manager's Recommendation: Adopt resolution.

**6.6 ELM AVENUE (SEACOAST DRIVE TO 7<sup>TH</sup> STREET) REPAIRS PLAN. (0720-25)**

City Manager's Recommendation:

1. Receive report and
2. Discuss the concept.

**6.7 RESOLUTION NO. 2013-7357 AWARDED A PUBLIC WORKS CONTRACT; TO WIT – BAYSHORE BIKEWAY ACCESS (S12-101) AND PUBLIC WORKS YARD RENOVATIONS (F05-101) CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT. (0680-20 & 0910-30)**

City Manager's Recommendation:

1. Receive report;
2. Consider and reject the protest letter from Moalej Builders, Inc.; and
3. Adopt the resolution awarding a contract to the lowest responsive bidder and authorizing the City Manager to approve a purchase order for the amount of the bid price.

**6.8 HISTORIC REPOSITORY. (0160-50)**

City Manager's Recommendation: Discuss the topic and provide direction to staff on next steps.

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

None.

**ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)**

**ADJOURNMENT**

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

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

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/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**

**JUNE 5, 2013**

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

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

**CLOSED SESSION MEETING CALL TO ORDER**

MAYOR JANNEY called the Closed Session Meeting to order at 5:02 p.m.

**ROLL CALL BY CITY CLERK**

Councilmembers present: Patton, Bilbray (arrived at 5:12 p.m.), Spriggs (arrived at 5:14 p.m.)  
Councilmembers absent: None  
Mayor present: Janney  
Mayor Pro Tem present: Bragg  
Staff present: City Manager Brown; City Attorney Lyon; City Clerk Hald

**CLOSED SESSION MEETING**

**MOTION BY PATTON, SECOND BY BRAGG, TO ADJOURN TO CLOSED SESSION UNDER:**

- 1. PUBLIC EMPLOYEE APPOINTMENT**  
Pursuant to Government Code Section 54957  
Title: City Manager
- 2. CONFERENCE WITH LABOR NEGOTIATOR**  
Pursuant to Government Code Section 54957.6  
Agency Representatives: Mayor  
Unrepresented Employee: City Manager
- 3. PUBLIC EMPLOYEE APPOINTMENT**  
Pursuant to Government Code Section 54957  
Title: Interim City Manager
- 4. CONFERENCE WITH LABOR NEGOTIATOR**  
Pursuant to Government Code Section 54957.6  
Agency Representatives: Mayor  
Unrepresented Employee: Interim City Manager
- 5. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION**  
Pursuant to Paragraph (1) of subdivision (d) of Govt. Code Section 54956.9  
Name of Case: Case No. 37-2013-00044362-CU-MC-CTL

**MOTION CARRIED BY THE FOLLOWING VOTE:**

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

MAYOR JANNEY adjourned the meeting to Closed Session at 5:03 p.m. and he reconvened the meeting to Open Session at 6:03 p.m.

Reporting out of Closed Session, CITY ATTORNEY LYON announced City Council discussed Item Nos. 1 through 5, City Council gave direction and no reportable action was taken.

The Closed Session Meeting was adjourned at 6:04 p.m.

### **REGULAR MEETING CALL TO ORDER**

MAYOR JANNEY called the Regular Meeting to order at 6:05 p.m.

### **ROLL CALL BY CITY CLERK**

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

### **PLEDGE OF ALLEGIANCE**

MAYOR JANNEY led everyone in the Pledge of Allegiance.

### **AGENDA CHANGES**

**MOTION BY BRAGG, SECOND BY BILBRAY, TO REMOVE ITEM NO. 6.4 FROM THE AGENDA FOR CONSIDERATION ON A FUTURE MEETING AGENDA AND TO PULL ITEM NO. 2.5 FROM THE CONSENT CALENDAR FOR DISCUSSION AT THE END OF THE AGENDA. MOTION CARRIED UNANIMOUSLY.**

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

MAYOR PRO TEM BRAGG reported on her attendance at the Chamber of Commerce Breakfast meeting where City Manager Brown was recognized for his service to Imperial Beach.

### **COMMUNICATIONS FROM CITY STAFF**

None.

### **PUBLIC COMMENT**

MARCUS BOYD spoke about an article that appeared in Imperial Beach Patch about the high prices and expired products at Wally's Marketplace and about a Channel 10 news reporter going undercover and finding expired and rotten products at the market. In response, the owner of the market challenged shoppers to find any expired items in the store. If any are found, the price of the expired products would be transacted as a discount coupon.

### **PRESENTATIONS (1)**

None.

### **CONSENT CALENDAR (2.1-2.4)**

COUNCILMEMBER SPRIGGS disqualified himself on Item No. 2.4 due to the location of his residence and left the dais at 6:12 p.m.

GREGORY FISCHER encouraged City Council to read a letter from his home owners association president which was submitted as Last Minute Agenda Information. Upon showing a picture of the beach shore, he noted that the beach level now exceeds that which the rip rap was designed for as a result of the sand project. He expressed concern about the lack of a slope back to the beach and spoke in support for banking sand against the rip rap to slow down water transfer. He encouraged the City to approach SANDAG about the concerns raised regarding the slope of the beach to hold them accountable (additional speaking time donated by Ed Spriggs).

ALICE DE LA TORRE asked City Council for answers on how the beach will be fixed. She was concerned about flooding and the slope of the beach. She requested consideration of long term damage by an engineer.

DAVE VAN DE WATER stated that the beaches should not be flat but rather sloped towards the beach. He requested that the problem be fixed by SANDAG.

ROB RUNDLE stated that the beach was built to the design specifications and SANDAG has addressed the issues related to the lip formation and the ponding. He stated that as the lip formation is removed, it reappears. This has occurred in other cities as well as in Imperial Beach. He also stated that SANDAG will ask the engineers to address the questions raised regarding the slope of the beach.

MAYOR PRO TEM BRAGG asked for more information on the formation of the lip.

**MOTION BY BILBRAY, SECOND BY PATTON, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THROUGH 2.4.**

**WITH REGARD TO ITEM NOS. 2.1 THROUGH 2.3, MOTION CARRIED UNANIMOUSLY.**

**WITH REGARD TO ITEM NO. 2.4, MOTION CARRIED BY THE FOLLOWING VOTE:**

<b>AYES:</b>	<b>COUNCILMEMBERS: BILBRAY, PATTON, BRAGG, JANNEY</b>
<b>NOES:</b>	<b>COUNCILMEMBERS: NONE</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS: NONE</b>
<b>DISQUALIFIED:</b>	<b>COUNCILMEMBERS: SPRIGGS</b>

**2.1 MINUTES.**

Approved the minutes of the Regular City Council Meeting of May 1, 2013 and the Special Closed Session Meeting of May 15, 2013.

**2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)**

Ratified the following registers: Accounts Payable Numbers 82457 through 82553 for a subtotal amount of \$1,267,721.92 and Payroll Checks/Direct Deposit 45227 through 45249 for a subtotal of \$130,471.87 for a total amount of \$1,398,193.79.

**2.3 RESOLUTION NO. 2013-7339 ADOPTING APPROPRIATE REFERENCE DOCUMENTS AS THE CONSTRUCTION STANDARD WITH THE CITY WHEN PERFORMING PUBLIC WORKS PROJECTS TO WIT: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK), 2012 EDITION; 2013 SUPPLEMENT TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK), 2012 EDITION; STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION 2009 EDITION; AND 2012 SAN DIEGO REGIONAL STANDARD DRAWINGS. (0720-95)**

Adopted resolution.

June 5, 2013

**2.4 AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SANDAG AND IMPERIAL BEACH REGARDING THE REGIONAL BEACH SAND REPLENISHMENT PROJECT II. (0140-40 & 0220-70)**

Approved the amendment to the MOU.

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

None.

**ORDINANCES – SECOND READING/ADOPTION (4.1)**

**4.1 ORDINANCE NO. 2013-1139 AUTHORIZING RECOVERY OF ANY FEES INCURRED BY THE CITY IN THE ATTEMPT TO COLLECT OUTSTANDING DEBT. (0390-70)**

CITY MANAGER BROWN introduced the item.

MAYOR JANNEY called for the second reading of the title of Ordinance No. 2013-1139.

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

**MOTION BILBRAY, SECOND BY SPRIGGS, TO WAIVE FURTHER READING OF ORDINANCE NO. 2013-1139 AND ADOPT ORDINANCE BY TITLE ONLY. MOTION CARRIED UNANIMOUSLY.**

**PUBLIC HEARINGS (5.1)**

**5.1 RESOLUTION NO. 2013-7340 CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE LEVY OF THE ANNUAL ASSESSMENT IN A SPECIAL MAINTENANCE DISTRICT (AD 67M). (0465-10)**

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

CITY CLERK HALD announced no public speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

**MOTION BY BILBRAY, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2013-7340 CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE LEVY OF THE ANNUAL ASSESSMENT IN A SPECIAL MAINTENANCE DISTRICT (AD 67M). MOTION CARRIED UNANIMOUSLY.**

**REPORTS (6.1-6.8)**

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

PUBLIC WORKS DIRECTOR LEVIEN introduced the item.

BSA TROOP 53 EAGLE SCOUT CANDIDATE MATTHEW EIS gave a PowerPoint presentation on the item.

COUNCILMEMBER SPRIGGS thanked Mr. Eis for presenting the project. He recognized BSA Troop 53 for the amount of time and effort they have contributed towards beautifying the City. He stated that the troop has been a low cost alternative to having the Public Works staff perform the work.

**MOTION BY JANNEY, SECOND BY BRAGG, TO SIGN THE EAGLE PROJECT PLAN FOR MR. EIS TO CONTINUE THE PROJECT DEVELOPMENT AND CONSTRUCTION. MOTION CARRIED UNANIMOUSLY.**

## **6.2 MANAGEMENT OF SPORTS PARK. (0920-40)**

The following were submitted as Last Minute Agenda Information:

- a. E-mail message from Candy Under, dated May 31, 2013
- b. E-mail message from Gwendolyn Albert, dated May 31, 2013
- c. E-mail message from Erika Lowery, dated June 1, 2013
- d. E-mail message from Vincent Farnsworth, dated June 3, 2013
- e. E-mail message from Vincent Farnsworth, dated June 4, 2013
- f. E-mail message from Candy Unger and the following attachments:
  - i. Imperial Beach Sports Park Collaborative Proposal
  - ii. Boys and Girls Clubs Programs and Activities
  - iii. Boys and Girls Clubs New Proposed Sports Park Programs and Activities
  - iv. Boys and Girls Clubs Deal Points
  - v. Online Petition Comments
  - vi. Recreation Programing for Sports Park
  - vii. Petitions
  - viii. Flyer
- g. Community Collaborative Information submitted by Candy Unger
- h. I.B. Community Parks and Recreation Community Survey submitted by Candy Unger

CITY MANAGER BROWN reported on the item.

MAYOR JANNEY stated that this is an opportunity to look at management of the Sports Park by a professional organization. It is not considered privatization but rather a public-private partnership. He announced that the following people submitted speaker slips opposing staff's recommendation and did not wish to speak on the matter: Mike Hastings, Elsie Slatter, and Chris Pardines.

CITY MANAGER BROWN reviewed the deal points noting that the Leagues would not be charged any more than they currently pay. They would pay for their use of electricity at the concession stand.

COUNCILMEMBER SPRIGGS stressed that the previously proposed fee of \$25 per player was eliminated and there is no charge for the use of Skate Park for Imperial Beach kids who are 18 and under.

FE FERNANDEZ indicated opposition to the item (she did not wish to speak).

EMILY YOUNG indicated opposition to the item. She noted support for citizen-based collaborative planning for the future of Sports Park and for the creation of a Parks and Recreation Committee (she did not wish to speak).

PETER RAMSEIER indicated opposition to the item (he did not wish to speak).

June 5, 2013

CANDY UNGER, speaking on behalf of the I.B. Sports Park Collaborative, stated that the group had the following points:

- No increased fees for I.B. Little League and I.B. Girls Softball
- Uncertainties about YMCA and what they are offering
- High fees for membership
- New fees for the Skate Park
- Duplication of programs already offered in the community
- Lack of new programs
- No mention of adult or senior programs
- The YMCA bringing in programs that compete with local businesses
- Loss of a public park

A proposed option is the formation of a foundation or committee that would provide fund raising ideas and present grant opportunities to help offset the City's financial shortfalls.

PAMELA OLVERA indicated opposition to the item (she did not wish to speak).

VINCENT FARNSWORTH spoke against having the YMCA manage the Sports Park. He expressed concern about losing access to a public park. He urged City Council to vote no.

GUNNAR WIEBER echoed the comments of Candy Unger. He spoke about the Collaborative's desire to allow youth and teens to use the facility without having to buy a membership.

MICHEL DEDINA spoke in opposition to the YMCA.

DON SPICER, President of I.B. Little League, spoke in support for the proposal submitted by the I.B. Sports Park Collaborative.

GREG HUGHES spoke passionately about skateboarding and opposed the item.

CHERYL QUINONES spoke in opposition to the YMCA.

AMANDA LACCONE spoke in opposition to the YMCA.

JIM LACCONE, President of I.B. Girls Softball, supported the proposal submitted by the I.B. Sports Park Collaborative.

SERGE DEDINA spoke in opposition to staff's recommendation. He spoke in support for development of a Parks and Recreation Commission with a Sports Park Subcommittee and working with the community.

WYATT WALISCH echoed comments made by Candy Unger and spoke in support for the Collaborative's proposal.

JEAN VILLARD stated that he donated his time to Candy Unger.

CANDY UNGER asked City Council to consider the Collaborative's proposal.

SERGIO DELOS REYES indicated opposition to the item (he did not wish to speak).

JIM KING asked City Council to table the item at this time. He supported exploring the matter further and engaging the community in the process.

ELIZABETH MCKAY indicated opposition to the item (she did not wish to speak).

ERIKA LOWERY asked City Council to consider a formal Request for Proposal for the management of the Sports Park and she spoke against the procedure that lead to the recommendation of the YMCA (additional speaking time donated by Chad Stevens).

City Council appreciated the efforts of the Collaborative on developing a proposal. There was support for postponing discussion of the item at this time, allowing for participation by the Collaborative, and for City Council to make a decision by the first meeting in September.

COUNCILMEMBER BILBRAY supported postponing the item to allow for public participation. He made a motion to table the item at this time and to bring it back at a future City Council meeting.

Motion failed due to a lack of a second.

MAYOR JANNEY stressed the need for setting a process before moving forward.

CONGRESSMAN BILBRAY spoke about his positive experience with a 5-member Parks and Recreation Commission when he was Mayor of Imperial Beach. He noted that City staff has come a long way since this item was first presented to City Council and that the community has successfully come together with a proposal. He stressed that the two sides have moved towards each other and in Imperial Beach that is a rare occurrence.

**CONSENSUS OF CITY COUNCIL TO HAVE COUNCILMEMBERS BILBRAY AND PATTON WORK WITH STAFF ON DEFINING A PROCESS BY WHICH CITY COUNCIL MIGHT DECIDE WHAT ORGANIZATION SHOULD MANAGE THE SPORTS PARK.**

### **6.3 TIJUANA RIVER WATERSHED UPDATE. (0770-87)**

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

MAYOR PRO TEM BRAGG asked City staff to share information on this item with the Chamber of Commerce.

In response to questions from City Council, MR. HELMER stated that the Tijuana Estuary is being monitored by the Tijuana Estuary staff. They are aware of the changes at the river mouth, that what is happening is to be expected and they have no concerns at this time. He also stated that the Navy is interested in the hydrology model. However, the project was put on hold due to budget sequestration.

### **6.4 CONTRACT AMENDMENT FY 10-11 ANNUAL MAINLINE REPAIRS (W11-201). (0830-10)**

Item No. 6.4 was removed from the agenda for consideration on a future City Council meeting agenda by prior City Council action.

**6.5 RESOLUTION NO. 2013-7337 APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AS-NEEDED AGREEMENT WITH KEYSER MARSTON ASSOCIATES FOR FINANCIAL/ECONOMIC CONSULTING SERVICES ON VARIOUS PROJECTS. (0640-05)**

CITY MANAGER BROWN introduced the item.

ASSISTANT CITY MANAGER WADE reported on the item.

**MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2013-7337 APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AS-NEEDED AGREEMENT WITH KEYSER MARSTON ASSOCIATES FOR FINANCIAL/ECONOMIC CONSULTING SERVICES ON VARIOUS PROJECTS. MOTION CARRIED UNANIMOUSLY.**

**6.6 RESOLUTION NO. HA-13-13 APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH KEYSER MARSTON ASSOCIATES FOR FINANCIAL/ECONOMIC CONSULTING SERVICES ON AFFORDABLE HOUSING PROJECTS. (0412-50)**

CITY MANAGER BROWN introduced the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE reported on the item.

**MOTION BY BILBRAY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. HA-13-13 APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH KEYSER MARSTON ASSOCIATES FOR FINANCIAL/ECONOMIC CONSULTING SERVICES ON AFFORDABLE HOUSING PROJECTS. MOTION CARRIED UNANIMOUSLY.**

**6.7 RESOLUTION NO. 2013-7338 AUTHORIZING PUBLIC SAFETY TO PURCHASE THREE (3) AUTOCITE HANDHELD DEVICES AND RELATED SOFTWARE, ACCESSORIES, WITH TRAINING, INSTALLATION AND IMPLEMENTATION SERVICES, FOR ISSUING PARKING TICKETS WITHIN THE CITY OF IMPERIAL BEACH. (0390-70)**

CITY MANAGER BROWN introduced the item.

PUBLIC SAFETY DIRECTOR CLARK reported on the item.

COUNCILMEMBER PATTON asked staff to return to City Council with an update within six (6) months of the start of the program.

**MOTION BY PATTON, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2013-7338 AUTHORIZING PUBLIC SAFETY TO PURCHASE THREE (3) AUTOCITE HANDHELD DEVICES AND RELATED SOFTWARE, ACCESSORIES, WITH TRAINING, INSTALLATION AND IMPLEMENTATION SERVICES, FOR ISSUING PARKING TICKETS WITHIN THE CITY OF IMPERIAL BEACH. MOTION CARRIED UNANIMOUSLY.**

**6.8 REQUEST BY MEMBER OF THE CITY COUNCIL TO PLACE AN ITEM ON A CITY COUNCIL AGENDA – HISTORICAL REPOSITORY. (0410-10)**

CITY MANAGER BROWN introduced the item.

COUNCILMEMBER SPRIGGS suggested that future requests by members of the City Council for placement of items on a City Council agenda be considered under Consent Calendar.

**CONSENSUS OF CITY COUNCIL TO PLACE THE ITEM ON A FUTURE MEETING AGENDA AFTER STAFF WORK, IF ANY, IS COMPLETED.**

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

**7.1 SUCCESSOR AGENCY RESOLUTIONS APPROVING PROFESSIONAL SERVICES AGREEMENTS AND OTHER REQUIRED ACTIONS FOR THE POSSIBLE REFUNDING OF THE 2003A TAX ALLOCATION BONDS. (0340-10 & 0418-50)**

A staff report was submitted as Last Minute Agenda Information.

CITY MANAGER BROWN introduced the item.

ADMINISTRATIVE SERVICES DIRECTOR VONACHEN reported on the item.

MICHAEL KREMER, Senior Vice President of First Southwest, gave a PowerPoint presentation on the refinancing of the Series 2003A Tax Allocation Bonds.

**MOTION BY BILBRAY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. SA-13-25 APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH JONES HALL TO PROVIDE BOTH BOND AND DISCLOSURE COUNSEL SERVICES FOR THE POSSIBLE REFUNDING OF THE 2003A TAX ALLOCATION BONDS. MOTION CARRIED UNANIMOUSLY.**

**MOTION BY BILBRAY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. SA-13-24 APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH FIRST SOUTHWEST COMPANY TO PROVIDE FINANCIAL ADVISORY SERVICES FOR THE POSSIBLE REFUNDING OF THE SERIES 2003A TAX ALLOCATION BONDS. MOTION CARRIED UNANIMOUSLY.**

**ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)**

**2.5 RESOLUTION NO. 2013-7341 IN SUPPORT OF THE DEVELOPMENT OF AN INTERNATIONAL BOUNDARY AND WATER COMMISSION (IBWC/CILA) MINUTE TO THE 1944 U.S.-MEXICO WATER TREATY TO REDUCE THE TRANS-BORDER FLOW OF TRASH, SEDIMENT, AND WASTEWATER. (0230-70)**

COUNCILMEMBER BILBRAY requested transmittal of a letter with a preference for trash removed from the river valley be placed in Mexican landfills rather than American landfills.

**MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2013-7341 IN SUPPORT OF THE DEVELOPMENT OF AN INTERNATIONAL BOUNDARY AND WATER COMMISSION (IBWC/CILA) MINUTE TO THE 1944 U.S.-MEXICO WATER TREATY TO REDUCE THE TRANS-BORDER FLOW OF TRASH, SEDIMENT, AND WASTEWATER. MOTION CARRIED UNANIMOUSLY.**

**ADJOURNMENT**

Mayor Janney adjourned the meeting at 8:46 p.m.

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James C. Janney, Mayor

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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**

**JUNE 24, 2013**

**Dempsey Holder Safety Center – 2<sup>nd</sup> Floor  
950 Ocean Lane  
Imperial Beach, CA 91932**

***SPECIAL MEETING – 7:30 A.M.***

**CALL TO ORDER**

MAYOR JANNEY called the Special Meeting to order at 7:35 a.m.

**ROLL CALL BY CITY CLERK**

Councilmembers present: Patton, Bilbray, Spriggs  
Councilmembers absent: None  
Mayor absent: Janney  
Mayor Pro Tem present: Bragg  
Staff present: City Clerk Hald

**PUBLIC COMMENT**

None.

**CLOSED SESSION**

**MOTION BY BILBRAY, SECOND BY SPRIGGS, TO ADJOURN TO CLOSED SESSION UNDER:**

**1. PUBLIC EMPLOYEE APPOINTMENT**

Pursuant to Government Code Section 54957  
Title: City Manager

**2. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6  
Agency Designated Representatives: Mayor and City Attorney  
Unrepresented Employee: City Manager

**MOTION CARRIED UNANIMOUSLY.**

MAYOR JANNEY adjourned the meeting to Closed Session at 7:36 a.m. and he reconvened the meeting to Open Session at 2:24 p.m.

Reporting out of Closed Session, MAYOR JANNEY announced City Council discussed Item Nos. 1 and 2, City Council gave direction and no reportable action was taken.

**ADJOURNMENT**

MAYOR JANNEY adjourned the meeting at 2:25 p.m.

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James C. Janney, Mayor

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Jacqueline M. Hald, MMC  
City Clerk

**DRAFT**

**MINUTES**

**ITEM NO. 2.1**

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

**JUNE 28, 2013**

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

***SPECIAL MEETING – 7:30 A.M.***

***SPECIAL CLOSED SESSION MEETING – 7:31 A.M.***

**SPECIAL MEETING CALL TO ORDER**

MAYOR JANNEY called the Special Meeting to order at 7:30 a.m.

**ROLL CALL BY CITY CLERK**

Councilmembers present:	Patton, Bilbray (arrived at 7:33 a.m.), Spriggs
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	Bragg
Staff present:	Acting City Manager Wade; Deputy City Attorney Park; City Clerk Hald

**PUBLIC COMMENT**

None.

**PUBLIC HEARINGS**

- 1. RESOLUTION NO. HA-13-14 APPROVING AN AFFORDABLE HOUSING AGREEMENT AND THE SALE OF PROPERTY FOR THE DEVELOPMENT OF 6 FOR-SALE HOUSES LOCATED AT 776 10<sup>TH</sup> STREET (APN 626-282-12) AND ADOPTION OF RESOLUTION NO. 2013-7353 MAKING CERTAIN FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33433, APPROVING OF THE AFFORDABLE HOUSING AGREEMENT AND AUTHORIZING THE SALE OF THE 10<sup>TH</sup> & DONAX PROPERTY FROM THE HOUSING AUTHORITY TO THE DEVELOPER. (0412-50 & 0660-15)**

MAYOR JANNEY declared the public hearing open.

ACTING CITY MANAGER WADE reported on the item.

In response to questions of the Housing Authority, PAUL MARRA, Senior Principal with Keyser Marston, stated this is a development of affordable for-sale housing at a low income restriction. The costs for the project were found to be justifiable after comparing them to other affordable housing and market rate developments.

LORI HOLT PFEILER, Executive Director of San Diego Habitat for Humanity, stated that homebuyers are required to put a down payment of \$2,500 and owners must live in their homes. She also stated that they will conduct community outreach to promote the homes for sale.

ACTING CITY MANAGER WADE reviewed the loan payment calculation.

No public speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

**MOTION BY PATTON, SECOND BY BILBRAY, TO ADOPT RESOLUTION HA-13-14 APPROVING AN AFFORDABLE HOUSING AGREEMENT AND THE SALE OF PROPERTY FOR THE DEVELOPMENT OF 6 FOR-SALE HOUSES LOCATED AT 776 10<sup>TH</sup> STREET (APN 626-282-12). MOTION CARRIED UNANIMOUSLY.**

**MOTION BY PATTON, SECOND BY BRAGG, TO ADOPT RESOLUTION 2013-7353 MAKING CERTAIN FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33433, APPROVING THE AFFORDABLE HOUSING AGREEMENT AND AUTHORIZING THE SALE OF THE 10<sup>TH</sup> & DONAX PROPERTY FROM THE HOUSING AUTHORITY TO THE DEVELOPER. MOTION CARRIED UNANIMOUSLY.**

**I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS**

- 2. RESOLUTION NO. SA-13-26 APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH FRASER & ASSOCIATES TO PROVIDE FISCAL CONSULTANT SERVICES FOR THE POSSIBLE REFUNDING OF THE SERIES 2003A TAX ALLOCATION REVENUE BONDS. (0620-77)**

ACTING CITY MANAGER WADE reported on the item and stated that if the Series 2003 TABs refunding is not completed, the accrued compensation of fees and expenses will not exceed \$25,500 for this particular consultant. With consideration of this agreement and another consultant agreement previously approved by City Council, the combined accrued compensation of fees and expenses will not exceed \$45,500. He further stated that the Successor Agency will seek reimbursement of the cost as an enforceable obligation as part of its ROPS 13-14B.

MAYOR JANNEY asked for an update on the matter at least once a month before we incur the full \$45,500.

**MOTION BY BILBRAY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. SA-13-26 APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH FRASER & ASSOCIATES TO PROVIDE FISCAL CONSULTANT SERVICES FOR THE POSSIBLE REFUNDING OF THE SERIES 2003A TAX ALLOCATION REVENUE BONDS. MOTION CARRIED UNANIMOUSLY.**

MAYOR JANNEY adjourned the Special Meeting at 7:57 a.m.

**SPECIAL CLOSED SESSION MEETING CALL TO ORDER**

MAYOR JANNEY called the Special Closed Session Meeting to order at 7:58 a.m.

**ROLL CALL BY CITY CLERK**

Councilmembers present:	Patton, Bilbray, Spriggs
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	Bragg
Staff present:	Acting City Manager Wade; Deputy City Attorney Park; City Clerk Hald

**PUBLIC COMMENT**

None.

**CLOSED SESSION**

**MOTION BY PATTON, SECOND BY BRAGG, TO ADJOURN TO CLOSED SESSION UNDER:**

**1. PUBLIC EMPLOYEE APPOINTMENT**

Pursuant to Government Code Section 54957

Title: City Manager

**2. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6

Agency Representative: Mayor and City Attorney

Unrepresented Employee: City Manager

**MOTION CARRIED UNANIMOUSLY.**

MAYOR JANNEY adjourned the meeting to Closed Session at 7:36 a.m. and he reconvened the meeting to Open Session at 11:11 a.m.

Reporting out of Closed Session, MAYOR JANNEY announced City Council discussed Item Nos. 1 and 2, City Council gave direction and no reportable action was taken.

**ADJOURNMENT**

Mayor Janney adjourned the meeting at 11:12 p.m.

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James C. Janney, Mayor

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Jacqueline M. Hald, MMC  
City Clerk



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY BROWN, CITY MANAGER *GB*  
MEETING DATE: July 17, 2013  
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES DEPARTMENT *SW*  
SUBJECT: RATIFICATION OF WARRANT REGISTER

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**BACKGROUND:**

None

**DISCUSSION:**

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

<u>Vendor:</u>	<u>Check:</u>	<u>Amount:</u>	<u>Description:</u>
Western Rim Constructors, Inc.	82716	\$ 525,973.13	Eco Bikeway
San Diego County Sheriff	82777	\$ 471,638.19	April Law Enf

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
82656-82718	06/21/13	\$ 646,457.33
82719-82781	06/27/13	\$ 557,719.61
82782-82796	07/03/13	\$ 64,416.45
	<b>Sub-total</b>	<b>\$ 1,268,593.39</b>
 <u>Payroll Checks/Direct Deposit</u>		
45329-45357	P.P.E. 6/27/13	\$ 148,988.09
	<b>Sub-total</b>	<b>\$ 148,988.09</b>
	<b>TOTAL</b>	<b>\$ 1,417,581.48</b>

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

Warrants are issued from budgeted funds.

**DEPARTMENT RECOMMENDATION:**

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

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Warrant Registers

PREPARED 07/08/2013, 10:10:31  
 PROGRAM: GM350L  
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR  
 FROM 06/07/2013 TO 07/05/2013

PAGE 1

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/21/2013	5484	THE BRIDGE	2				144.00-
101-0000-321.72-10	06/21/2013	VENDOR OVERPAYMENT	CR 6253		12/2013	250.00-	
101-0000-371.83-09	06/21/2013	VENDOR OVERPAYMENT	CR 6253		12/2013	5.00-	
101-0000-325.73-06	06/21/2013	VENDOR OVERPAYMENT	CR 6253		12/2013	75.00	
101-0000-324.73-01	06/21/2013	VENDOR OVERPAYMENT	CR 6253		12/2013	36.00	
06/26/2013	5484	THE BRIDGE	2				222.00-
101-0000-325.73-06	06/26/2013	REFUND POW-WOW	CR 6253		12/2013	150.00-	
101-0000-324.73-01	06/26/2013	REFUND POW-WOW	CR 6253		12/2013	72.00-	
06/21/2013	82656	AIRGAS WEST	129				306.45
601-5060-436.30-02	05/23/2013	SUNSCREEN	9016139198	130006	11/2013	306.45	
06/21/2013	82657	AMERICAN MESSAGING	1759				133.66
101-3020-422.21-04	06/01/2013	JUNE FIRE PAGERS	L1074045NF	130118	12/2013	133.66	
06/21/2013	82658	SOUTHCOAST HEATING & A/C	1554				280.00
101-1910-419.21-04	05/31/2013	REPLACE BELT	290410	130099	11/2013	125.00	
101-1910-419.21-04	05/31/2013	REPLACE BELTS	290411	130099	11/2013	155.00	
06/21/2013	82659	AT&T	2430				896.69
503-1923-419.27-04	05/20/2013	3372571583448	4377330		11/2013	358.67	
503-1923-419.27-04	05/20/2013	3393431504727	4375722		11/2013	179.34	
503-1923-419.27-04	05/20/2013	3393439371447	4378419		11/2013	179.34	
503-1923-419.27-04	05/20/2013	3393442323406	4378727		11/2013	179.34	
06/21/2013	82660	AT&T TELECONFERENCE SERVICES	1827				66.29
101-1110-412.28-04	06/01/2013	YMCA CONF CALL	06-01-2013	130230	12/2013	19.38	
101-1110-412.28-04	05/01/2013	SEACOAST INN CONF CALL	05-01-2013	130230	11/2013	46.91	
06/21/2013	82661	BARRETT ENGINEERED PUMPS	356				761.62
601-5060-436.28-01	05/31/2013	SEAL ASSEMBLY	085558	130065	11/2013	761.62	
06/21/2013	82662	BOB HOFFMAN VIDEO PRODUCTION	457				255.00
101-1920-419.21-04	06/05/2013	CONSULTING	SQ597473	130879	12/2013	255.00	
06/21/2013	82663	CVA SECURITY	797				100.00
101-1910-419.28-01	06/01/2013	JUNE/825 IB BLVD	25558	130100	12/2013	10.00	
101-6010-451.21-04	06/01/2013	JUNE/825 IB BLVD	25558	130100	12/2013	20.00	
101-1910-419.28-01	06/01/2013	JUNE/825 IB BLVD	25670	130100	12/2013	30.00	
101-1910-419.28-01	06/01/2013	JUNE/825 IB CITY	25677	130100	12/2013	40.00	
06/21/2013	82664	CITY OF SAN DIEGO	896				33,474.00
101-3020-422.21-04	04/03/2013	JAN-MARCH FIRE DISPATCH	1000075421		12/2013	16,737.00	
101-3020-422.21-04	04/03/2013	APRIL-JUNE FIRE DISPATCH	1000078452		12/2013	16,737.00	
06/21/2013	82665	CLEAN HARBORS	913				2,057.00
101-5040-434.21-04	05/31/2013	MAY HHW	1000014177	130029	11/2013	2,057.00	
06/21/2013	82666	COMMERCIAL LANDSCAPE SUPPLY	944				99.22
101-6020-452.30-02	05/29/2013	SPOOL, FILTERS	182624	130009	11/2013	99.22	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/21/2013	82667	CORODATA MEDIA STORAGE, INC.	2334				136.45
503-1923-419	20-06	05/31/2013	MAY DATA STORAGE	DS1257674	130102 11/2013		136.45
06/21/2013	82668	COUNTY OF SAN DIEGO RCS	1065				3,555.61
101-3010-421	21-25	06/01/2013	MAY PS RADIOS	13CTOOFIBN11	130117 12/2013		2,325.50
101-3020-422	21-25	06/01/2013	MAY PS RADIOS	13CTOOFIBN11	130117 12/2013		53.00
101-3030-423	20-06	06/01/2013	MAY PS RADIOS	13CTOOFIBN11	130117 12/2013		1,177.11
06/21/2013	82669	COX COMMUNICATIONS	1073				321.87
601-5050-436	21-04	06/05/2013	6/4-7/3 INTERNET	06-25-2013	130126 12/2013		179.00
101-6010-451	29-04	06/15/2013	6/13-7/12 CABLE SVCS	07-04-2013	130126 12/2013		142.87
06/21/2013	82670	DATAQUICK	1134				86.50
101-1210-413	21-04	06/03/2013	MAY PROPERTY DATA	B1-2167408	130207 12/2013		9.50
101-3020-422	21-04	06/03/2013	MAY PROPERTY DATA	B1-2167408	130207 12/2013		5.50
101-3070-427	21-04	06/03/2013	MAY PROPERTY DATA	B1-2167408	130207 12/2013		71.50
06/21/2013	82671	DEPARTMENT OF CORRECTIONS AND	169				9,151.38
101-6020-452	21-04	06/05/2013	MAR WK CREW	1800188612	130217 12/2013		1,186.29
101-6040-454	21-04	06/05/2013	MAR WK CREW	1800188612	130217 12/2013		1,525.23
101-6020-452	21-04	06/05/2013	APRIL WK CREW	1800188613	130217 12/2013		3,050.46
101-6020-452	21-04	06/05/2013	MAY WK CREW	1800188614	130217 12/2013		3,389.40
06/21/2013	82672	DION INTERNATIONAL TRUCKS	1173				4,255.73
502-1922-419	28-01	05/31/2013	BODY WORK	SW02263	130825 11/2013		4,255.73
06/21/2013	82673	EAGLE NEWSPAPER	1204				145.00
101-5000-532	20-06	05/30/2013	PW BAYSHORE	77045	130022 11/2013		85.00
101-1020-411	28-07	05/02/2013	PARKING FINES NOTICE	76644	130208 11/2013		60.00
06/21/2013	82674	ESGIL CORPORATION	1225				1,053.61
101-3040-424	20-16	05/31/2013	MAY PLAN CHECKS	05133417	130876 11/2013		1,053.61
06/21/2013	82675	FASTENAL	909				289.35
101-6040-454	30-02	05/21/2013	SECURITY KEY	CACHU31310	130010 11/2013		173.15
101-6040-454	30-02	05/21/2013	NYLOCK	CACHU31311	130010 11/2013		77.20
101-6040-454	30-02	05/23/2013	PLAZA TRELIS	CACHU31347	130010 11/2013		39.00
06/21/2013	82676	GCR TIRE CENTERS	1702				98.92
501-1921-419	28-16	06/05/2013	4 VALVE STEMS	832-21733	130050 12/2013		60.26
501-1921-419	28-16	06/05/2013	4 ALUM VALVE STEMS	832-21734	130050 12/2013		38.66
06/21/2013	82677	GO-STAFF, INC.	2031				5,485.11
601-5060-436	21-01	05/21/2013	WE 5/16 JERMYN	108019	130722 11/2013		896.04
101-1210-413	21-01	05/28/2013	W/E FERGUSON	108316	130810 11/2013		978.12
601-5060-436	21-01	05/28/2013	W/E 5/24 JERMYN	108315	130722 11/2013		1,095.16
101-3020-422	21-01	05/28/2013	WE 5/24 MEDLEY	108314	130660 11/2013		677.04
101-1210-413	21-01	06/11/2013	06/03-06/09 FERGUSON,N	108947	130810 12/2013		978.12
101-3020-422	21-01	06/11/2013	W/E 6/7 MEDLEY	108945	130660 12/2013		636.62

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT		
601-5060-436.21-01	06/04/2013	W/E 5/29 JERMYN	108618	130722	12/2013	224.01		
06/21/2013	82678	GOOGLE, INC.	2009			190.40		
503-1923-419.20-06	06/05/2013	4/17-5/16 MESSAGE SECURIT	6292841	130104	12/2013	190.40		
06/21/2013	82679	GRAINGER	1051			842.49		
101-5010-431.30-02	06/06/2013	MAGNIFER	9161172219	130011	12/2013	22.28		
601-5060-436.30-02	06/11/2013	BATTERY/BARRICADE	9164976608	130011	12/2013	332.80		
101-1910-419.28-01	05/20/2013	ELECT BALLAST	9146567699	130011	11/2013	92.33		
101-1910-419.28-01	05/23/2013	ELECT BALLAST/WALL PAK	9149392392	130011	11/2013	170.97		
101-1910-419.28-01	05/23/2013	PLUG IN CFL	9149392400	130011	11/2013	224.11		
06/21/2013	82680	GTC SYSTEMS INC	1910			791.52		
503-1923-419.20-06	06/11/2013	CISCO ETHERNET SWITCH	35649	130870	12/2013	791.52		
06/21/2013	82681	WHITE CAP CONSTRUCTION SUPPLY	2499			258.39		
101-5010-431.30-02	05/30/2013	SLING/WHEELS	10000293543	130868	11/2013	258.39		
06/21/2013	82682	I B FIREFIGHTERS ASSOCIATION	214			600.00		
101-0000-209.01-08	06/06/2013	PAYROLL AP PPE 5/30/13	20130606		12/2013	300.00		
101-0000-209.01-08	06/20/2013	PAYROLL AP PPE 6/13/13	20130620		12/2013	300.00		
06/21/2013	82683	ICMA RETIREMENT TRUST 457	242			11,745.06		
101-0000-209.01-10	06/06/2013	PAYROLL AP PPE 5/30/13	20130606		12/2013	5,796.94		
101-0000-209.01-10	06/20/2013	PAYROLL AP PPE 6/13/13	101634077		12/2013	5,948.12		
06/21/2013	82684	JANI-KING OF CALIFORNIA, INC.	2042			4,013.02		
101-1910-419.21-04	06/01/2013	JUNE MAINT	SDO06130616	130119	12/2013	4,013.02		
06/21/2013	82685	JOHN DEERE LANDSCAPES	1986			189.25		
101-5010-431.30-02	06/03/2013	MULTISTREAM BUBBLER	64905723	130031	12/2013	36.97		
101-5010-431.30-02	05/28/2013	BUBBLER/HUNTER	64823832	130031	11/2013	152.28		
06/21/2013	82686	KIM A MIKHAEL	1680			75.00		
101-3010-421.20-06	06/15/2013	PARKING TICKET HEARINGS	06-15-2013	130359	12/2013	75.00		
06/21/2013	82687	LIGHTHOUSE, INC	787			282.43		
101-6040-454.30-02	06/07/2013	BATTERY TERMINAL/STROBE	0877086	130043	12/2013	96.95		
501-1921-419.30-02	06/07/2013	BATTERY TERMINAL/STROBE	0877086	130043	12/2013	111.17		
501-1921-419.30-02	06/12/2013	BACK-UP ALARM/BULBS	0878446	130043	12/2013	74.31		
06/21/2013	82688	MASON'S SAW & LAWNMOWER	923			81.36		
501-1921-419.28-16	06/11/2013	CARBURETOR/FILTERS/PUMP	318326	130030	12/2013	81.36		
06/21/2013	82689	NASLAND ENGINEERING	1656			750.00		
303-1250-413.20-06	05/31/2013	DATE ST P/E 5/31	93273	090544	11/2013	750.00		
06/21/2013	82690	OFFICE DEPOT, INC	1262			505.31		
101-1210-413.30-01	05/30/2013	BATTERIES/TIME STAMP	659658100001	130002	11/2013	87.09		
101-3020-422.30-01	03/26/2013	PS ENVELOPES	649660038001	130002	09/2013	94.61		

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101-5020-432.30-01	06/06/2013	PW OFFICE SUPPLIES		661083525001	130002	12/2013	55.75
101-1110-412.30-01	05/17/2013	NOTE PADS		658035970001	130002	11/2013	2.10
101-1020-411.30-01	05/20/2013	MASK FLUID		658035929001	130002	11/2013	35.19
101-1020-411.30-01	05/24/2013	PAPER/BUSINESS		659120311001	130002	11/2013	81.69
06/21/2013	82691	OLDCASTLE PRECAST, INC.	2471				45.57
401-5020-432.20-06	05/28/2013	COVER/BOLTS		070152541	130514	11/2013	45.57
06/21/2013	82692	PARS	2425				400.00
101-1920-419.20-06	06/11/2013	APRIL PARS		26003	130076	12/2013	80.00
101-3020-422.20-06	06/11/2013	APRIL PARS		26003	130076	12/2013	80.00
101-3030-423.20-06	06/11/2013	APRIL PARS		26003	130076	12/2013	80.00
101-6010-451.20-06	06/11/2013	APRIL PARS		26003	130076	12/2013	80.00
101-6040-454.20-06	06/11/2013	APRIL PARS		26003	130076	12/2013	80.00
06/21/2013	82693	PARTNERSHIP WITH INDUSTRY	1302				1,209.00
101-6040-454.21-04	05/31/2013	W/E 5/31 MAINT		GS04796	130108	11/2013	725.40
101-6040-454.21-04	05/31/2013	W/E 5/31 MAINT		GS04796	130108	11/2013	483.60
06/21/2013	82694	PRO LINE PAINT COMPANY	52				772.31
601-5060-436.30-02	05/22/2013	MARINE ENML WHT		3313-1	130021	11/2013	184.19
601-5060-436.30-02	06/04/2013	MACH GREY PAINT		6899-1	130021	12/2013	53.98
101-6040-454.30-02	06/03/2013	PLAZA GRAY/WHT PAINT		6872-8	130021	12/2013	534.14
06/21/2013	82695	PRUDENTIAL OVERALL SUPPLY	72				255.88
101-5020-432.25-03	06/05/2013	WE 6/5 PW UNIFORMS		30344845	130090	12/2013	123.89
101-5020-432.25-03	06/12/2013	06/12/2013 PW UNIFORMS		30346349	130090	12/2013	131.99
06/21/2013	82696	RANCHO AUTO & TRUCK PARTS	1685				267.48
501-1921-419.28-16	05/23/2013	FLASHER		7693-158500	130019	11/2013	8.14
501-1921-419.28-16	05/28/2013	ROTEX, DODGE RAM		7693-158897	130019	11/2013	149.46
501-1921-419.28-16	05/28/2013	STARTER CORE RETURN		7693-158992	130019	11/2013	62.64
501-1921-419.28-16	05/29/2013	FILTERS/CABLES		7693-159124	130019	11/2013	20.27
501-1921-419.30-02	06/05/2013	FLUID FILM		7693-159776	130019	12/2013	31.86
501-1921-419.28-16	06/05/2013	OIL FILTERS		7693-159828	130019	12/2013	12.23
501-1921-419.28-16	06/12/2013	#630 TAILGATE HANDLE		7693-160460	130019	12/2013	30.24
501-1921-419.28-16	06/12/2013	STOCK-FILTERS/WIPER BLADE		7693-160502	130019	12/2013	77.92
06/21/2013	82697	RECLAIMED AGGREGATES, INC.	2137				225.00
101-5010-431.29-04	05/26/2013	BOBTAIL RENTAL		74-ACC-01378	130039	11/2013	225.00
06/21/2013	82698	ROBERT HALF TECHNOLOGY	1826				737.50
503-1923-419.10-02	06/05/2013	W/E 05/31 -MORENO,D		38081224	130875	12/2013	100.00
503-1923-419.10-02	06/05/2013	W/E 05/31 -GONZALEZ,A		38081868	130875	12/2013	200.00
503-1923-419.10-02	05/30/2013	W/E 05/24 -MORENO,D		38040163	130875	11/2013	437.50
06/21/2013	82699	SEIU LOCAL 221	1821				2,679.19
101-0000-209.01-08	06/06/2013	PAYROLL AP PPE 5/30/13		20130606		12/2013	1,349.98
101-0000-209.01-08	06/20/2013	PAYROLL AP PPE 6/13/13		20130620		12/2013	1,329.21

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06/21/2013	82701	SOUTH WEST SIGNAL	488				175.67
101-5010-431.21-04	05/31/2013	MAY MAINT		51149	130038	11/2013	160.00
101-5010-431.21-23	05/31/2013	CABINET FILTERS		51156	130038	11/2013	15.67
06/21/2013	82702	SPARKLETTTS	2341				70.55
101-1210-413.30-01	06/01/2013	MAY DRINKING WTR		10552239 060113	130206	12/2013	24.59
101-3020-422.30-01	06/07/2013	P/E 5/31 FIRE DRINKING WT		12529930 060713	130511	12/2013	45.96
06/21/2013	82703	SPRINT	2040				149.97
101-3020-422.27-05	05/29/2013	5/26-6/26 FIRE DATA CARDS		594768811-066	130768	11/2013	149.97
06/21/2013	82704	STANDARD ELECTRONICS	504				252.64
101-1910-419.20-23	05/21/2013	SMOKE DETECTOR REPAIR		18505	130094	11/2013	252.64
06/21/2013	82705	SURF CRAFT INTERNATIONAL, INC.	2448				6,329.25
101-3030-423.28-01	05/16/2013	2013 JG UNIFORMS		388	130862	11/2013	6,329.25
06/21/2013	82706	TERRA BELLA NURSERY, INC.	1946				617.22
101-5010-431.30-02	06/06/2013	SOIL/MULCH		95256	130034	12/2013	479.33
101-5010-431.30-02	06/06/2013	FLOWERS/PLANTS		95287	130034	12/2013	137.89
06/21/2013	82707	TRAFFIC SAFETY MATERIALS, LLC.	2369				221.29
101-5010-431.21-23	06/06/2013	BUCKLE & BANDING		2889	130068	12/2013	221.29
06/21/2013	82708	T-MAN TRAFFIC SUPPLY	2469				209.52
101-5010-431.21-23	06/06/2013	SQUARE RIVIT		560	130448	12/2013	209.52
06/21/2013	82709	UNION BANK OF CALIFORNIA	735				408.97
101-1210-413.20-27	06/13/2013	5/1/13-6/12/13 FEES		810862	130288	12/2013	408.97
06/21/2013	82710	US BANK	2458				4,200.26
101-0000-209.01-20	06/06/2013	PAYROLL AP PPE 5/30/13		20130606		12/2013	1,900.02
101-0000-209.01-20	06/20/2013	PAYROLL AP PPE 6/13/13		20130620		12/2013	2,300.24
06/21/2013	82711	WAGE WORKS INC.	2210				97.25
101-1920-419.21-04	06/14/2013	JUNE ADMIN FEE		125AI0246079	130115	12/2013	97.25
06/21/2013	82712	WAXIE SANITARY SUPPLY	802				1,027.71
601-5060-436.30-02	06/04/2013	TOWELS/HAND DEGREASER		73971203	130016	12/2013	251.14
101-6040-454.30-02	05/24/2013	JANITORIAL SUPPLIES		73956737	130016	11/2013	776.57
06/21/2013	82713	WEST COAST ARBORISTS	820				2,380.00
101-6020-452.21-04	05/28/2013	TREE MAINT		88100	130098	11/2013	2,380.00
06/21/2013	82714	WEST GROUP CTR	826				126.48
101-1020-411.28-14	06/01/2013	MAY INFO CHGS		827321633	130226	12/2013	126.48

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06/21/2013	82716	WESTERN RIM CONSTRUCTORS, INC.	2481	401-5020-432.20-06	05/31/2013	P/E 5/31 ECO BIKEWAY	5	130656	11/2013	525,973.13	525,973.13
06/21/2013	82717	WIRELESS FACILITIES, INC	1	101-0000-221.01-02	01/23/2008	REFUND OF BAL.OF DEPOSIT	01-25-2008		07/2008	.00	.00
				101-0000-221.01-02	06/24/2013	REFUND OF BAL.OF DEPOSIT	01-25-2008		12/2013	6,192.70	6,192.70
06/21/2013	82718	ZUMAR INDUSTRIES INC.	875	101-5010-431.21-23	05/24/2013	NO PARKING SIGNS	0145691	130017	11/2013	72.62	72.62
06/27/2013	82719	ADAM WRAIGHT	2357	101-3030-423.28-04	06/19/2013	REIMBURSE EMT FEES	014491		12/2013	54.00	54.00
06/27/2013	82720	ADAM WRIGHT	2	101-3030-423.28-04	06/20/2013	CPR CARDS	3327		12/2013	24.00	16.00
				101-3030-423.28-04	06/20/2013	CPR CARDS	3329		12/2013	16.00	8.00
06/27/2013	82721	ALAYNE ROSENSTEIN	2	101-3030-423.25-03	06/20/2013	UNIFORM REIMBURSEMENT			12/2013	59.39	59.39
06/27/2013	82722	SOUTHCOAST HEATING & A/C	1554	101-1910-419.21-04	06/12/2013	06/10/13 A/C REPAIR	290903	130099	12/2013	121.00	121.00
06/27/2013	82723	ANYTIME SIGN SOLUTION	2	101-0000-221.01-02	06/05/2013	DEVELOPER REFUND			12/2013	113.50	113.50
06/27/2013	82724	ARROWHEAD MOUNTAIN SPRING	1340	101-1010-411.30-02	05/22/2013	WATE MAY 2013	03E0031149578	130073	11/2013	41.03	41.03
06/27/2013	82725	AT&T	2430	503-1923-419.27-04	06/20/2013		4461331		12/2013	2,928.89	358.67
				503-1923-419.27-04	06/20/2013		4459723		12/2013	179.34	179.34
				503-1923-419.27-04	06/20/2013		4462420		12/2013	179.34	179.34
				503-1923-419.27-04	06/20/2013		4462728		12/2013	179.34	16.42
				101-1210-413.27-04	06/17/2013		4451892		12/2013	16.42	.73
				101-3020-422.27-04	06/17/2013		4451112		12/2013	.73	6.59
				101-5020-432.27-04	06/15/2013		4447733		12/2013	6.59	5.29
				101-3030-423.27-04	06/15/2013		4447734		12/2013	5.29	16.09
				503-1923-419.27-04	06/11/2013		4426932		12/2013	16.09	6.79
				101-1230-413.27-04	06/17/2013		4451115		12/2013	6.79	.10
				101-1920-419.27-04	06/17/2013		4451121		12/2013	.10	17.24
				601-5060-436.27-04	06/15/2013		4447725		12/2013	17.24	102.37
				101-1920-419.27-04	06/15/2013		4448795		12/2013	102.37	138.70
				101-1110-412.27-04	06/15/2013		4448797		12/2013	138.70	58.08
				101-1020-411.27-04	06/15/2013		4448798		12/2013	58.08	296.80
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101-6030-453.27-04	06/15/2013	C602224836777	4448802		12/2013	77.51	
101-6010-451.27-04	06/15/2013	C602224837777	4448803		12/2013	86.34	
101-3020-422.27-04	06/15/2013	C602224838777	4448804		12/2013	299.68	
101-3030-423.27-04	06/15/2013	C602224839777	4448805		12/2013	212.70	
101-5020-432.27-04	06/15/2013	C602224840777	4448806		12/2013	293.87	
601-5060-436.27-04	06/15/2013	C602224841777	4448807		12/2013	151.22	
06/27/2013	82726	ATKINS NORTH AMERICA, INC.	2455			2,361.71	
101-0000-221.01-02	06/07/2013	ATKINS NA INC.	1168674		12/2013	455.85	
101-0000-221.01-02	06/07/2013	ATKINS NA INC.	1168674		12/2013	1,145.88	
101-0000-221.01-02	06/18/2013	MAY 2013 PLAN CHECK FEES	1170399		12/2013	533.32	
101-0000-221.01-02	06/18/2013	MAY 2013 PLAN CHECK FEES	1170399		12/2013	113.33	
101-0000-221.01-02	06/18/2013	MAY 2013 PLAN CHECK FEES	1170399		12/2013	113.33	
06/27/2013	82727	BAY CITY ELECTRIC WORKS	369			456.25	
101-1910-419.21-04	05/01/2013	GENERATOR MAINT	W110147	130095	11/2013	456.25	
06/27/2013	82729	CALIFORNIA AMERICAN WATER	612			11,021.78	
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101-1910-419.27-02	06/17/2013	05-0111478-9 05/13-06/12	07-08-2013		12/2013	72.70	
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101-6020-452.27-02	06/18/2013	05-0477133-8 05/14-06/13	07-08-2013		12/2013	256.98	
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101-5010-431.27-02	06/06/2013	05-0094973-0	05/01-06/03	06-25-2013		11/2013	413.31
601-5060-436.27-02	06/11/2013	05-0101092-0	05/07-06/06	07-01-2013		12/2013	16.68
101-5020-432.27-02	06/11/2013	05-0102217-2	05/08-06/06	07-01-2013		12/2013	158.53
101-6020-452.27-02	06/11/2013	05-0102503-5	05/07-06/06	07-01-2013		12/2013	419.13
101-6020-452.27-02	06/11/2013	05-0102504-3	05/07-06/06	07-01-2013		12/2013	7.33
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101-6020-452.27-02	06/12/2013	05-0106249-1	05/08-06/07	07-01-2013		12/2013	30.77
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101-6020-452.27-02	06/12/2013	05-0106337-4	05/08-06/07	07-01-2013		12/2013	35.45
101-6020-452.27-02	06/14/2013	05-0109756-2	05/09-06/11	07-03-2013		12/2013	518.07
101-3030-423.27-02	06/07/2013	05-0155019-8	05/02-06/04	06-26-2013		11/2013	25.38
101-5010-431.27-02	06/07/2013	05-0155037-0	05/02-06/04	06-26-2013		11/2013	22.97
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101-5010-431.27-02	06/07/2013	05-0402959-6	05/06-06/05	06-26-2013		11/2013	36.64
06/27/2013	82730	CALIFORNIA DENTAL	2480				605.44
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503-1923-419.30-02	06/12/2013	APPLE MB AIR		CV81929	130120	12/2013	476.84
06/27/2013	82732	CITY OF CHULA VISTA	823				391.64
101-3050-425.20-06	05/19/2013	MAY 2013		05-19-2013	130130	11/2013	391.64
06/27/2013	82733	COUNTY RECORDER	1818				50.00
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101-0000-221.01-02	06/03/2013	NOE -1208/1212/1216/1220		MF 1116		12/2013	50.00
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06/27/2013	82738	D.A.R. CONTRACTORS	1122				347.00
101-3050-425.20-06	06/01/2013	MAY 2013		511301229	130211	12/2013	347.00
06/27/2013	82739	DEPARTMENT OF JUSTICE	1154				177.00
101-1130-412.21-04	06/05/2013	MAY 2013		974001	130078	12/2013	177.00
06/27/2013	82740	DRUG TESTING NETWORK INC	1195				485.90
101-1130-412.20-06	05/15/2013	POST ACCIDENT SCREEN 5/8		66331	130079	11/2013	388.90
101-1130-412.20-06	05/29/2013	SCREEN 05/08/2013		66483	130079	11/2013	97.00
06/27/2013	82741	EAGLE NEWSPAPER	1204				385.00
101-1020-411.28-07	05/09/2013	MAY 2013 LEGAL NOTICES		76734	130208	11/2013	150.00
101-1020-411.28-07	05/23/2013	MAY 2013 LEGAL ADS		76944	130208	11/2013	235.00
06/27/2013	82742	ED VEA	2484				218.85
101-1020-411.28-04	04/18/2013	HALD, J MMASC TRAINING		04-18-2013		12/2013	40.00
101-1110-412.28-04	04/29/2013	VONACHEN/CLARK -LUNCHEON		867162		12/2013	47.19
101-1010-411.28-04	05/10/2013	COUNCIL MEETING SUPPLIES		446254		12/2013	51.82
101-1020-411.28-04	05/21/2013	FREE THE FILES SUPPLIES		05-21-2013		12/2013	10.89
101-1020-411.28-04	05/21/2013	FREE THE FILES SUPPLIES		1238820		12/2013	50.00
101-1020-411.28-04	05/23/2013	FREE THE FILES SUPPLIES		0190		12/2013	15.72
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06/27/2013	82743	EL TAPATIO INC	1407				55.76
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06/27/2013	82744	ESGIL CORPORATION	1225				1,914.25
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06/27/2013	82745	FASTENAL	909				12.77
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06/27/2013	82746	FIDELITY SECURITY LIFE INSURAN	2476				198.27
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101-0000-209.01-18	06/26/2013	JUL 2013 VISION PREMIUM		JULY 2013		12/2013	8.00
06/27/2013	82747	GCR TIRE CENTERS	1702				1,915.92
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06/27/2013	82748	GO-STAFF, INC.	2031				3,775.68
101-3020-422.21-01	06/04/2013	W/E 06/02/13 MEDLEY, A		108617	130660	12/2013	383.99
101-1210-413.21-01	06/04/2013	W/E 06/02/13 FERGUSON,N		108619	130810	12/2013	600.21
601-5060-436.21-01	06/11/2013	W/E 06/09/13 JERMYN, C		108946	130722	12/2013	1,095.16

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06/27/2013	82749	GRAINGER	1051			120.31	
601-5060-436.30-02	06/18/2013	BATTERIES	9170520572	130011	12/2013	15.63	
101-1910-419.28-01	06/13/2013	PLUG-IN DIMMABLE/HOSE BIB	9166407644	130011	12/2013	104.68	
06/27/2013	82750	GRAY & SONS FLEET INSPECTIONS	1054			250.00	
501-1921-419.28-01	06/05/2013	DIESEL SMOG INSPECTION	456684		12/2013	250.00	
06/27/2013	82751	GTC SYSTEMS INC	1910			195.00	
503-1923-419.20-06	05/31/2013	05/06/13 CONSULTING	35586	130870	11/2013	195.00	
06/27/2013	82752	HUDSON SAFE-T LITE RENTALS	2382			1,269.85	
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101-5010-431.21-23	06/17/2013	TRAFFIC PAINT	00016723	130071	12/2013	1,098.72	
06/27/2013	82753	IB FITNESS C/O BILLY BURKE HEL	2			50.00	
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06/27/2013	82754	IMPERIAL BEACH CHAMBER OF COMM	1505			10.00	
101-1010-411.28-04	05/23/2013	LORIE BRAGG - IB CHAMBER	6720	F13072	11/2013	10.00	
06/27/2013	82755	JANICE DUNN	2			375.00	
101-0000-347.77-02	06/17/2013	2013 JR. LIFEGUARD	5799		12/2013	375.00	
06/27/2013	82756	JOHN DEERE LANDSCAPES	1986			943.54	
101-6020-452.30-02	06/06/2013	COUPLING/TEE/HEDGE SHEAR/	64959953	130031	12/2013	322.84	
101-6020-452.30-02	06/06/2013	WEEDBARRIER	64960153	130031	12/2013	89.32	
101-6020-452.30-02	06/13/2013	BUBBLER/PALM AVE	65046397	130031	12/2013	155.41	
101-6020-452.30-02	06/14/2013	SPRINKLER/NOZZLES	65068698	130031	12/2013	113.80	
101-6020-452.30-02	06/17/2013	PRES COMP BUBBLER	65079652	130031	12/2013	162.97	
101-6020-452.30-02	06/17/2013	18X18 GRATE	65091557	130031	12/2013	99.20	
06/27/2013	82757	KATHLEEN VONACHEN	2466			54.00	
101-1210-413.28-04	03/05/2013	CSMFO TRAINING	569079		12/2013	30.00	
101-1210-413.28-04	05/09/2013	PARKING	917-373		12/2013	24.00	
06/27/2013	82758	KIM A MIKHAEL	1680			270.00	
101-3070-427.20-06	06/15/2013	ADM CIT APPEAL HEARING #A	06152013	F13073	12/2013	270.00	
06/27/2013	82759	LANCE, SOLL & LUNGHARD LLP	716			11,000.00	
101-1210-413.20-06	05/31/2013	2013 INTERIM AUDIT	7735	130873	11/2013	11,000.00	
06/27/2013	82760	MICHAEL OTERO	1			36.66	
101-0000-209.01-04	01/29/2013	REFUND 2012 FICA	2012		12/2013	36.66	
06/27/2013	82761	NORA RAMOS	2			24.00	
101-0000-324.72-20	06/20/2013	DOG LICENSE	CR 5740		12/2013	24.00	
06/27/2013	82762	OFFICE DEPOT, INC	1262			58.57	
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101-1910-419.30-02	06/12/2013	JANITORIAL SUPPLIES	344124	130025	12/2013			246.35
101-6020-452.30-02	06/13/2013	2PLY TISSUE	344185	130025	12/2013			53.82
06/27/2013	82764	PARTNERSHIP WITH INDUSTRY	1302					1,108.78
101-6040-454.21-04	06/15/2013	PE 06/15/2013	GS04823	130108	12/2013			665.27
101-6040-454.21-04	06/15/2013	PE 06/15/2013	GS04823	130108	12/2013			443.51
06/27/2013	82765	PMI	23					1,309.32
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101-0000-209.01-16	04/25/2013	PAYROLL SUMMARY	20130425		10/2013			534.69
101-0000-209.01-21	04/25/2013	PAYROLL SUMMARY	20130425		10/2013			678.16
101-0000-209.01-14	06/20/2013	PAYROLL AP PPE 6/13/13	20130620		12/2013			557.93
101-0000-209.01-16	06/20/2013	PAYROLL AP PPE 6/13/13	20130620		12/2013			539.83
101-0000-209.01-21	06/20/2013	PAYROLL AP PPE 6/13/13	20130620		12/2013			684.48
101-0000-209.01-14	06/26/2013	JULY 2013 BASIC LIFE/AD&D	JUL 2013		12/2013			24.49-
101-0000-209.01-16	06/26/2013	JULY 2013 BASIC LIFE/AD&D	JUL 2013		12/2013			14.75-
101-0000-209.01-21	06/26/2013	JULY 2013 BASIC LIFE/AD&D	JUL 2013		12/2013			22.64-
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101-0000-209.01-13	06/26/2013	JUL 2013 VOL LIFE PREMIUM	JUL 2013		12/2013			535.23
06/27/2013	82768	PRINCIPAL FINANCIAL GROUP	2414					1,603.39
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06/27/2013	82769	PRUDENTIAL OVERALL SUPPLY	72					157.03
101-5020-432.25-03	06/19/2013	06/19/13 PW UNIFORMS	30347875	130090	12/2013			157.03
06/27/2013	82770	RANCHO AUTO & TRUCK PARTS	1685					129.89
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501-1921-419.28-16	06/18/2013	#605 U-JOINTS	7693-161071	130019	12/2013			11.37
501-1921-419.28-16	06/19/2013	MOTOR OIL/OIL FILTERS	7693-161172	130019	12/2013			65.83
501-1921-419.28-16	06/19/2013	D1 WAGNER	7693-161173	130019	12/2013			45.21
06/27/2013	82771	RICOH USA, INC.	2392					1,817.39
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101-1210-413.28-01	06/04/2013	JUN 2013	89165799	130133	12/2013			297.87
101-1230-413.28-01	06/04/2013	JUN 2013	89165799	130133	12/2013			404.28
101-3030-423.28-01	06/04/2013	JUN 2013	89165799	130133	12/2013			302.65
101-5020-432.28-01	06/04/2013	JUN 2013	89165799	130133	12/2013			358.20
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06/27/2013	82772	ROBERT HALF TECHNOLOGY	1826				500.00
503-1923-419.10-02	06/12/2013	W/E 06/07/13 GONZALEZ,A		38128234	130875	12/2013	500.00
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101-0000-347.77-02	06/17/2013	2013 JR. LIFEGUARD		6184		12/2013	50.00
06/27/2013	82774	SAFEWAY SIGN COMPANY	2309				158.43
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06/27/2013	82775	SALSBURY INDUSTRIES	252				2,758.65
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101-3030-423.30-02	05/22/2013	LOCKER PLACARD ENGRAVED		663221	130822	11/2013	32.90
06/27/2013	82776	SAN DIEGO GAS & ELECTRIC	1399				16,288.86
601-5060-436.27-01	06/07/2013	85417701270		06-25-2013		12/2013	4,443.78
101-5020-432.27-01	06/07/2013	91692992261		06-25-2013		12/2013	962.29
101-6020-452.27-01	06/07/2013	85075178464		06-25-2013		12/2013	1,086.30
101-5010-431.27-01	06/07/2013	56497714749		06-25-2013		12/2013	6,551.82
101-3020-422.27-01	06/07/2013	10087869371		06-25-2013		12/2013	179.63
101-5010-431.27-01	06/07/2013	10088604389		06-25-2013		12/2013	91.97
101-3020-422.27-01	06/07/2013	19807697764		06-25-2013		12/2013	2,963.07
601-5060-436.27-01	06/07/2013	52635219238		06-25-2013		12/2013	10.00
06/27/2013	82777	SAN DIEGO COUNTY SHERIFF	882				471,638.19
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06/27/2013	82778	SDGE	289				4,808.37
101-6020-452.27-01	06/04/2013	0175 275 3776 5/1-5/31		06-19-2013		12/2013	377.55
101-5010-431.27-01	06/04/2013	0824 329 2041 5/1-5/31		06-19-2013		12/2013	198.15
101-6020-452.27-01	06/04/2013	2081 689 1273 5/1-5/31		06-19-2013		12/2013	238.27
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101-6020-452.27-01	06/04/2013	2083 847 9032 5/1-5/31		06-19-2013		12/2013	71.62
101-6010-451.27-01	06/04/2013	3206 700 9265 5/1-5/31		06-19-2013		12/2013	125.90
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101-6020-452.27-01	06/04/2013	6921 003 2109 5/1-5/31		06-19-2013		12/2013	399.91
101-5010-431.27-01	06/04/2013	7706 795 7872 5/1-5/31		06-19-2013		12/2013	11.95
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101-6010-451.27-01	06/04/2013	9956 693 6272 5/1-5/31		06-19-2013		12/2013	128.69
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215-6026-452.27-01	06/03/2013	2819 871 6315 4/30-5/31		06-18-2013		12/2013	1,847.85
101-5010-431.27-01	06/03/2013	0646 753 193 8 4/30-5/30		06-18-2013		12/2013	10.15
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101-5010-431.27-01	06/06/2013	9476 001 698 9 4/30-5/30		06-21-2013		12/2013	930.94
06/27/2013	82779	SKS INC.	412				8,588.35
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101-5020-432.27-05	06/08/2013	05/09/2013-06/08/2013		9706216700		12/2013	547.24
101-3040-424.27-05	06/08/2013	05/09/2013-06/08/2013		9706216700		12/2013	47.75
101-3020-422.27-05	06/08/2013	05/09/2013-06/08/2013		9706216700		12/2013	104.56
101-3030-423.27-05	06/08/2013	05/09/2013-06/08/2013		9706216700		12/2013	263.95
101-3070-427.27-05	06/08/2013	05/09/2013-06/08/2013		9706216700		12/2013	41.10
101-1230-413.27-05	06/08/2013	05/09/2013-06/08/2013		9706216700		12/2013	84.55
503-1923-419.27-05	06/08/2013	05/09/2013-06/08/2013		9706216700		12/2013	171.85
503-1923-419.27-05	06/08/2013	05/09/2013-06/08/2013		9706216700		12/2013	3.40
06/27/2013	82781	WAXIE SANITARY SUPPLY	802				1,873.69
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101-6040-454.30-02	06/18/2013	JANITORIAL SUPPLIES		73998807	130016	12/2013	927.88
07/03/2013	82782	AFLAC	120				714.30
101-0000-209.01-13	06/20/2013	PAYROLL AP PPE 6/13/13		20130620		12/2013	357.15
101-0000-209.01-13	07/03/2013	PAYROLL AP PPE 6/27/13		288518		01/2014	357.15
07/03/2013	82783	ATKINS NORTH AMERICA, INC.	2455				2,000.00
215-6026-452.20-06	04/26/2013	NOV '12- MAR '13 ENG SVCS		1166734	130883	12/2013	1,728.00
215-6026-452.20-06	05/29/2013	APR 2013 ENGINEERING SVCS		1168883	130883	11/2013	272.00
07/03/2013	82784	COLONIAL LIFE & ACCIDENT	941				236.28
101-0000-209.01-13	06/20/2013	PAYROLL AP PPE 6/13/13		20130620		12/2013	118.14
101-0000-209.01-13	07/03/2013	PAYROLL AP PPE 6/27/13		9498114-0602199		01/2014	118.14
07/03/2013	82785	I B FIREFIGHTERS ASSOCIATION	214				300.00
101-0000-209.01-08	07/03/2013	PAYROLL AP PPE 6/27/13		20130703		01/2014	300.00
07/03/2013	82786	I LOVE A CLEAN SAN DIEGO	278				1,000.00
601-5050-436.29-04	02/05/2013	2013 CREEK TO BAY SPONSOR		3262	130720	10/2013	1,000.00
07/03/2013	82787	ICMA RETIREMENT TRUST 457	242				5,936.97
101-0000-209.01-10	07/03/2013	PAYROLL AP PPE 6/27/13		101640172		01/2014	5,936.97
07/03/2013	82788	KANE, BALLMER & BERKMAN	1828				20,777.86
101-5000-532.20-06	06/06/2013	MAY 2013 9TH/PALM DDA		19211	130884	12/2013	55.00
303-1250-413.20-01	06/06/2013	MAY 2013 AFFORDABLE HOUSI		19212	130884	12/2013	1,622.50
245-1240-513.20-06	06/06/2013	MAY 2013 AMERICAN LEGION-		19213	130884	12/2013	400.00
303-1250-413.20-06	06/06/2013	MAY 2013 SA OPERATIONS		19214	130884	12/2013	8,135.00
101-1920-419.20-06	06/06/2013	MAY 2013 -GENERAL		19215	130884	12/2013	500.00
216-1240-413.20-06	06/06/2013	MAY 2013 GENERAL HOUSING		19216	130884	12/2013	550.00
216-1240-413.20-06	06/06/2013	MAY 2013 -HABITAT AHA		19217	130884	12/2013	5,400.00
303-1250-413.20-01	06/06/2013	MAY 2013 -2003 TABS REFUN		19219	130884	12/2013	3,382.50
303-1250-413.20-01	06/10/2013	MAY 2013 SA LEGAL-SHARED		19161	130887	12/2013	732.86
07/03/2013	82789	MASON'S ALIGNMENT, BRAKES	921				349.40
501-1921-419.28-01	06/25/2013	LEAK DETECTION PUMP		22843	130044	12/2013	349.40

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07/03/2013	82794	U.S. BANK	1873					25,420.56
101-1210-413.28-11	04/28/2013	PRINT DRAFT BUDGET	269302RQT	130843	10/2013	600.88		
101-3020-422.29-04	04/24/2013	LG STATION SUPPLIES	043413	130837	11/2013	91.94		
101-3030-423.30-02	04/24/2013	JG BANNER	4241	130838	11/2013	445.50		
101-3030-423.30-02	04/29/2013	NO FISHING SIGNS	4/291	130839	11/2013	980.00		
101-3030-423.30-02	04/30/2013	PAPER/RECIEPT BOOK	0281080460	130839	11/2013	18.44		
101-3030-423.30-02	04/24/2013	GOGGLES/COIL/AIR CARD	6065	130840	11/2013	149.15		
101-3030-423.28-04	04/24/2013	DIVING COURSE (3)	1004	130841	11/2013	1,380.00		
101-3030-423.28-04	04/24/2013	2 DIVING COURSE TRAINING	1004	130841	11/2013	920.00		
101-3030-423.30-02	04/29/2013	NO FISHING SIGNS	4/291	130841	11/2013	100.00		
101-3020-422.29-04	05/16/2013	FD STATION SUPPLIES	080775	130837	11/2013	79.20		
101-3020-422.29-04	05/20/2013	FD STATION SUPPLIES	063344	130837	11/2013	95.64		
101-3030-423.30-02	05/14/2013	SUNSCREEN	501413IBL	130840	11/2013	158.86		
101-3030-423.30-02	05/01/2013	SPARE KEYS	1	130841	11/2013	9.21		
101-3030-423.30-02	05/01/2013	SPARE KEYS	5	130841	11/2013	7.27		
101-3030-423.30-02	05/09/2013	2 RCS RADIO CHARGERS	552514	130841	11/2013	1,390.80		
101-3030-423.28-01	05/13/2013	LG TRK WINDSHIELD	WCV031747	130841	11/2013	226.05		
101-3030-423.28-01	05/13/2013	DIVE TEAM EQUIPT REPAIR	6152	130841	11/2013	469.43		
101-1020-411.28-04	05/20/2013	FREE THE FILES DAY	002371	130828	11/2013	89.79		
101-1010-411.28-04	05/20/2013	GARY'S RETIREMENT	025810	130828	11/2013	39.36		
303-1250-413.20-06	04/23/2013	WADE, G-MEETING TRANSPORT	ARG9CF	130829	12/2013	421.80		
303-1250-413.20-06	04/23/2013	WADE, G-MEETING TRANSPORT	2189644	130829	12/2013	30.00		
303-1250-413.20-06	04/30/2013	WADE,G-PARKING FEES	H4	130829	12/2013	28.00		
303-1250-413.20-06	04/30/2013	WADE,G-MEETING LUNCH	010692	130829	12/2013	49.66		
101-1230-413.28-11	04/23/2013	ENVELOPES	654770593001	130831	12/2013	75.59		
101-1230-413.28-04	05/09/2013	NAKAGAWA, PARKING FEES	003098	130830	12/2013	8.00		
101-1230-413.30-01	05/08/2013	CARTRIDGE SHIPPING	1039703910	130831	12/2013	41.00		
101-3040-424.30-01	05/16/2013	FLASH DRIVES/FOLDERS	657982890001	130831	12/2013	53.07		
101-3040-424.30-01	05/16/2013	FLASH DRIVE	657983098001	130831	12/2013	10.09		
101-1010-411.28-04	05/01/2013	05/01/2013 COUNCIL DINNER	034708	130832	12/2013	72.90		
101-1110-412.28-11	05/12/2013	NEWSLETTER	1368355106865	130832	12/2013	30.00		
101-1010-411.28-04	05/15/2013	05/15/2013 COUNCIL DINNER	2664	130832	12/2013	43.19		
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101-1130-412.28-04	04/22/2013	CORTEZ, E-CALPELRA CONF/ME	04-22-2013	130833	12/2013	970.00		
502-1922-419.30-02	04/22/2013	GUERN -ERGONOMIC SUPPLIES	189	130833	12/2013	119.89		
101-1130-412.28-09	04/22/2013	POSTAGE FEES	262109732	130833	12/2013	18.11		
101-1130-412.30-01	04/30/2013	FINGERPRINT INK CARDS	11053	130833	12/2013	20.92		
101-6010-451.30-02	04/29/2013	MISC. NOT CLASSIFIED	255954558	130835	12/2013	327.84		
101-1130-412.28-04	05/09/2013	CORTEZ, E PARKING FEES	30769106	130833	12/2013	8.00		
101-1110-412.28-04	05/16/2013	BROWN,G PARKING FEES	20074441	130834	12/2013	18.00		
101-1010-411.28-04	05/20/2013	MAYORS/MGR LUNCHEON	091115	130834	12/2013	148.82		
101-1110-412.28-04	05/21/2013	FREE THE FILES LUNCHEON	052036	130834	12/2013	45.56		
101-6010-451.30-02	05/14/2013	MISC. NOT CLASSIFIED	256047917	130835	12/2013	272.87		
101-0000-209.01-03	04/22/2013	LINDQUIST,J-EMP COMP LOAN	BBY01-550146013		12/2013	1,958.78		
101-5010-431.30-02	04/24/2013	CONCRETE MIXER	110573776-001	130845	12/2013	118.80		
601-5060-436.30-02	04/29/2013	PS# 4&6 MAINTENANCE	020961/5564662	130852	12/2013	75.07		

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
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601-5060-436.30-02	04/29/2013	TRAILER MAINTENANCE	062008/5581367	130852	12/2013	194.25	
101-5010-431.21-23	04/22/2013	CAP FLASHERS	261434	130853	12/2013	145.99	
501-1921-419.28-16	04/22/2013	REPLACEMENT FLATGLASS	1266691	130854	12/2013	155.37	
501-1921-419.29-04	04/29/2013	#602 TOWING	25552	130854	12/2013	45.00	
101-1920-419.30-02	05/06/2013	MAY/JUN 2013 AUTO ATTNDT	32750	130833	12/2013	300.00	
101-5010-431.30-02	05/21/2013	CONCRETE MIXER	111236419-001	130846	12/2013	159.84	
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401-5020-432.20-06	05/10/2013	WIRE MESH	10483352	130853	12/2013	413.46	
501-1921-419.28-16	05/13/2013	ROCKER SWITCH	468060	130854	12/2013	24.46	
101-6040-454.30-02	04/21/2013	PAINT ROLLER -PLAZA	017661/3580454	130850	11/2013	39.29	
101-1910-419.30-02	04/26/2013	FLOOR CLEANER	025750/8564290	130850	11/2013	18.33	
101-6040-454.30-02	04/28/2013	BEACH MAINT SUPPLIES	002097/6014587	130850	11/2013	52.10	
101-6040-454.30-02	04/28/2013	CONCRETE & COLORING	035812/6023857	130850	11/2013	39.79	
101-6040-454.30-02	04/19/2013	REPLACEMENT SLIDE DUNES PK	U90204	130855	11/2013	1,078.48	
101-6040-454.30-02	05/04/2013	SAND/TAPE-S SEACOST BOLLA	050489/0010676	130850	11/2013	30.63	
101-6040-454.30-02	05/04/2013	SUPPLIES	055745/0010792	130850	11/2013	133.51	
101-6040-454.30-02	05/06/2013	DUNES/TRIANGLE PK LIGHTNG	044464/8011284	130850	11/2013	13.18	
101-6040-454.30-02	05/07/2013	DUNES PK TREE LIGHT	043649/7570726	130850	11/2013	17.23	
101-6040-454.30-02	05/14/2013	CONDUIT FOR LIGHTING	006002/0561034	130850	11/2013	12.75	
101-1910-419.28-01	05/14/2013	SAFETY CTR GATE LOCK	05-14-2013	130850	11/2013	237.40	
101-6040-454.30-02	05/17/2013	TRELLIS IMPACT/ATTACHMNTS	071643/7121031	130850	11/2013	190.56	
101-6040-454.30-02	05/18/2013	TAP SET	067364/6014418	130850	11/2013	53.97	
101-6040-454.30-02	05/19/2013	SANDER AND PAPER	009226/5022999	130850	11/2013	106.89	
101-6040-454.30-02	05/16/2013	PLAZA TRELLIS TUBING	9763	130855	11/2013	5,881.01	
401-5020-432.20-06	04/25/2013	CONCRETE BOXES-ECO BIKE L	04-25-2013	130847	12/2013	817.92	
601-5050-436.30-02	04/29/2013	CHEMETRICS TEST KITS	109558	130849	12/2013	107.67	
101-6020-452.30-02	04/30/2013	IB BLVD LANDSCAPING SUPPL	066498/4294249	130856	12/2013	37.79	
501-1921-419.28-16	04/22/2013	#601 CABLE ASY PART	5030783	130858	12/2013	49.14	
101-6040-454.30-02	05/01/2013	TIDELANDS DUST PANS	091480/3294416	130847	12/2013	97.01	
101-6020-452.21-04	05/10/2013	BOLLARD LIGHT POWDER COAT	1120704	130847	12/2013	90.00	
101-6040-454.30-02	05/15/2013	BALL CAPS	63422	130847	12/2013	336.96	
101-6020-452.30-02	05/07/2013	IB BLVD FLOOD LIGHT UNIT	012605/7570676	130856	12/2013	37.77	
101-6020-452.30-02	05/09/2013	IB BLVD IRRIGATION SUPPLY	000728/5570972	130856	12/2013	3.88	
101-6040-454.30-02	05/09/2013	GFCI OUTLET/SILICONE	040476/5020652	130857	12/2013	72.72	
101-6040-454.30-02	05/11/2013	CHAIN/DRILL BIT	048468/3021142	130857	12/2013	140.19	
101-6040-454.30-02	05/11/2013	TITANIUM DRILL BITS	077805/3021193	130857	12/2013	24.63	
101-6040-454.30-02	05/12/2013	EYE BOLT/DRILL SCREW	041575/2563817	130857	12/2013	14.31	
101-6040-454.30-02	05/15/2013	RESTROOM SINK SUPPLIES	005301/9561088	130857	12/2013	60.86	
101-6040-454.30-02	05/15/2013	RESTROOM SINK SUPPLIES	036786/9561138	130857	12/2013	20.82	
101-6040-454.30-02	05/16/2013	HASP/TAPCON SCREWS	062838/8013892	130857	12/2013	24.54	
101-6040-454.30-02	05/17/2013	EYE BOLTS/SANDING BELTS	05-17-2013	130857	12/2013	102.20	
101-6040-454.30-02	05/19/2013	SANDING/PAINTING SUPPLIES	025169/5014705	130857	12/2013	351.15	
501-1921-419.30-02	05/06/2013	#601 DOOR KEY	017508	130858	12/2013	3.77	
601-5060-436.30-02	04/26/2013	KEYS TO NEW LOCKS	015392	130844	12/2013	18.08	
601-5060-436.28-12	04/26/2013	AGUIRRE, J CWEA DUES	206794	130844	12/2013	140.00	
101-1910-419.28-01	04/23/2013	HOSE REPAIR/GLOVES	093350/1580654	130848	12/2013	15.48	
101-1910-419.30-02	04/25/2013	PAINT SUPPLIES	037345/9580902	130848	12/2013	50.52	
101-6040-454.30-02	04/22/2013	TRAP ADAPTER	169180	130851	12/2013	55.38	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
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101-6040-454.30-02	04/24/2013	VACUUM MOTOR	227835	130851	12/2013	76.75	
101-6040-454.30-02	04/25/2013	GALV PIPE	346980	130851	12/2013	150.42	
101-6040-454.30-02	04/28/2013	ROBERTSON BALLAST	107-0694363-971	130851	12/2013	23.71	
101-6040-454.30-02	04/30/2013	KEYS	010800	130851	12/2013	10.00	
101-5020-432.28-04	05/23/2013	MOELLER, A LODGING DEPOSIT	414136300769	130844	12/2013	72.80	
101-5020-432.28-04	05/23/2013	AGUIRRE, J-LODGING DEPOSIT	414136300967	130844	12/2013	72.80	
101-1910-419.30-02	05/01/2013	CURTAIN ROD/PAINT TRAYS	042850/3581576	130848	12/2013	15.97	
101-1910-419.30-02	05/01/2013	CURTAIN ROD/PAINT TRAYS	042850/3581576	130848	12/2013	16.24	
101-1910-419.30-02	05/09/2013	SCREWDRIVER/BITS/BLADES	026863/5570930	130848	12/2013	22.56	
101-6020-452.30-02	05/09/2013	SKATE STOPS	17407	130848	12/2013	147.15	
101-1910-419.28-01	05/09/2013	VACUUM PARTS	362473	130848	12/2013	39.08	
101-1910-419.30-02	05/20/2013	FLOOR DOOR STOPS	094882/4592104	130848	12/2013	9.66	
101-6040-454.30-02	05/02/2013	FENCE POST CAPS	000025105136752	130851	12/2013	27.86	
101-6040-454.30-02	05/03/2013	BROOMS/SCREWS/EPOXY MIX	052934/1025304	130851	12/2013	114.80	
101-6040-454.30-02	05/10/2013	BALLAST FOR PLAZA LIGHT	107-5509455-741	130851	12/2013	23.71	
07/03/2013	82795	US BANK	2458			3,116.34	
101-0000-209.01-20	07/03/2013	PAYROLL AP PPE 6/27/13	20130703		01/2014	3,116.34	
07/03/2013	82796	VORTEX INDUSTRIES, INC.	786			3,182.88	
504-1924-419.21-04	06/04/2013	DEMPSEY CTR DOOR REPAIR	11-748984-1	130880	12/2013	649.00	
504-1924-419.21-04	05/28/2013	REPAIR OVERHEAD FD DOORS	11-744369-1	130880	11/2013	2,533.88	
DATE RANGE TOTAL *						1,268,593.39 *	



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: JULY 17, 2013 *GB*

ORIGINATING DEPT.: PUBLIC SAFETY *GB*

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-7359 AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR THE LEASE OF THE SHERIFF SUB-STATION AND SURROUNDING AREA FOR TRAILERS AND PARKING

---

**BACKGROUND:**

The City of Imperial Beach leases the Imperial Beach Police Sub-station building and adjacent lot area, including parking, to the San Diego County Sheriff's Department. In 2006 the County placed two modular trailers for use by the Sheriff's station employees occupying 4,225 square feet. The Sheriff's sub-station building office space is 2,857 square feet, for a total square footage of 7,082. The Sheriff's station employees also have access to 25 reserved spaces.

**DISCUSSION:**

The City has concluded negotiations with the County of San Diego Department of General Services - Real Estate Services Division, and they have agreed to pay \$2,159.77 monthly for the use of the buildings, space, and parking as outlined in the agreement. The only significant change is related to the provision of custodial services. Previously, the City was required to provide these services, which required the employees to meet the stringent security and background checks, and to have onsite supervision, as required by the Sheriff's Department. This was burdensome for the City to accomplish for one position. The City had previously negotiated, and now memorialized in this agreement, for the janitorial service to be conducted by the County of San Diego's approved vendor, who is already required to provide employees with the appropriate clearances and levels of supervision. This resulted in a minor reduction in the rent, which was previously \$2,180 monthly, since the County will now be providing this service instead of the City. The rent paid by the county will be adjusted annually based upon the Consumer Price Index for All Urban Consumers for the Los Angeles-Anaheim-Riverside Area. At no time during the term of this agreement will the rent be less than the base amount of \$2,159.77, even if the CPI is negative and would result in a lower amount.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

Lease revenue will be \$243 less annually. The County currently pays the City \$26,160 annually. The new total rent will be \$25,917.24 annually, effective July 1, 2013.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No. 2013-7359 authorizing the City Manager to enter into the new agreement with the County of San Diego for the lease of the Sheriff's Sub-Station and surrounding area for trailers and parking.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7359
2. Lease Agreement

**RESOLUTION NO. 2013-7359**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR THE LEASE OF THE SHERIFF'S SUB-STATION AND SURROUNDING AREA FOR TRAILERS AND PARKING**

**WHEREAS**, the City of Imperial Beach has continuously contracted with the San Diego Sheriff's Department for law enforcement services since 1983, occupying the old Imperial Beach Police Department Building at 845 Imperial Beach Boulevard; and

**WHEREAS**, since 1994, the City of Imperial Beach leased the facility at 845 Imperial Beach Boulevard to the Sheriff for the Imperial Beach Sheriff's Sub-Station, with additional space for two trailers, and 25 reserved parking spaces; and

**WHEREAS**, the City of Imperial Beach and the San Diego Sheriff's Department both desire to continue the lease arrangement; and

**WHEREAS**, the City of Imperial Beach and the County of San Diego have completed negotiations, reaching a mutually acceptable agreement whereby the County will pay the City \$2,159.77 monthly for said lease, with annual CPI adjustments during the term of the agreement.

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

1. Approves the new five-year agreement as attached
2. Authorizes the City Manager to execute said agreement by his signature

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17<sup>th</sup> day of July 2013, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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

**LEASE AGREEMENT**

Sheriff – Imperial Beach

APN: 632-111-27

TENANT: COUNTY OF SAN DIEGO, a political subdivision of the State of California

LESSOR: City of Imperial Beach  
825 Imperial Beach Boulevard  
Imperial Beach, CA 91932

County Contract No.: \_\_\_\_\_

**LEASE AGREEMENT**  
**County Sheriff – Imperial Beach**

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- D INSURANCE REQUIREMENTS

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**County Sheriff – Imperial Beach**

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between \_\_\_\_\_ ("Lessor"), and the COUNTY OF SAN DIEGO, a political subdivision of the State of California ("County").

**ARTICLE 1**  
**SUMMARY OF BASIC LEASE PROVISIONS**

1.1 Lessor. CITY OF IMPERIAL BEACH

*Address for notice:*

City Manager  
City of Imperial Beach  
825 Imperial Beach Boulevard  
Imperial Beach, California 91932

1.2 Tenant. COUNTY OF SAN DIEGO, a political subdivision of the State of California.

*Address for notice:*

Director  
Department of General Services MS-O360  
5560 Overland Avenue, 4th Floor, Suite 410  
San Diego, California 92123

1.3 Premises, Building and Property.

Floor: One-story building

Rentable Square Feet of the Premises: 2,857 square feet and an area of approximately 4,225 square feet for an office trailer

The Premises is delineated on Exhibit "A", attached hereto and by this reference made a part hereof, and is located in the office building located (or to be located) at 845 Imperial Beach Boulevard, Imperial Beach (the "Building"). The term "Property," as used herein, includes the Premises, the Building, the Common Facilities (as defined in Article 2.1.1), the parking lots and any parking structures appurtenant to the Building, and also includes the land on which the Building and such other facilities are located, and all other structures located thereon.

1.4 County's and Lessor's Lease Administrators.

This Lease shall be administered on behalf of County by the Director, Department of General Services, County of San Diego, or by such person's duly-authorized designee (referred to collectively hereinafter as "County's Lease Administrator"), and on behalf of Lessor by City Manager of Imperial Beach.

1.5 Term. 60 (sixty) months subject to the terms of Article 3.

1.6 Scheduled Commencement Date. July 1, 2013.

1.7 Initial Base Monthly Rent. \$2,159.77 per month.

1.8 County's Intended Use. Office space for County's Sheriff's Department, and such uses as may be incidental thereto.

1.9 Parking Spaces. Article 2.1.2 and Exhibit "A" attached hereto.

1.10 Exhibits. This Lease contains Exhibits "A" through "D", all of which are attached hereto and made a part hereof, identified as follows:

Exhibit "A" Description of the Premises and Parking Areas

Exhibit "B" Services to be Provided by Lessor

Exhibit "C" Asbestos Inspection Criteria

Exhibit "D" Insurance Requirements

1.11 Construction of Lease Provisions. The foregoing provisions of this Article 1 summarize for convenience only certain key terms of the Lease delineated more fully in the Articles and Sections referenced therein. In the event of a conflict between the provisions of this Article 1 and the balance of the Lease, the latter shall control.

**ARTICLE 2**  
**PREMISES**

2.1 Lease of Premises. Effective as of the "Effective Date" first set forth above, which is defined as the date this Lease shall be approved by the Director of the Department of General Services, Lessor hereby leases the Premises to County, and County hereby leases the Premises from Lessor, on and subject to the terms, covenants and conditions set forth herein. The Premises includes the rights granted with respect to the Common Facilities, as defined below.

2.1.1 Common Facilities. Lessor hereby grants to County the right to use the Common Facilities, in common with other tenants of Lessor. As used herein, the term "Common Facilities" includes all areas, structural portions, facilities and equipment outside the Premises and the premises of other tenants, but within the exterior boundaries of the Property, that are provided and designated by Lessor from time to time for the general use, benefit or convenience of County or other tenants of the Building or the Property, and their respective authorized representatives and invitees.

2.1.2 Parking Area and County's Parking Privileges. Lessor shall provide to County, for County's exclusive use 24 hours per day, 7 days per week, up to twenty five (25) parking spaces marked "RESERVED" for County's exclusive use. Lessor shall also provide parking spaces for County's non-exclusive use, on a "first come, first served basis." The Monthly Rent provided for in this Lease shall constitute full payment to Lessor for County's use of the parking spaces provided for herein, and Lessor may not charge County any additional amounts therefor. Lessor's failure to provide the parking spaces provided for herein for a period of five (5) consecutive business days or longer, except where maintenance or repairs are required pursuant to Section 8.3 or where improvements are installed pursuant to Section 13.1, shall entitle County to withhold rent due hereunder in an amount proportionate to the interference with County's use and enjoyment of the Premises caused by such lack of parking spaces; Lessor's failure to provide the parking spaces provided for herein for a period of fifteen (15) consecutive business days or longer shall entitle County to terminate this Lease.

### **ARTICLE 3** **TERM**

3.1 Commencement of Term and Date. The term ("Term") of this Lease shall commence upon the commencement date set forth in Section 1.6.

3.2 Term. The Term shall commence on the Commencement Date and, unless earlier terminated pursuant to the provisions of this Lease, shall continue for the period set forth in Article 1. If the Commencement Date is not the first day of a calendar month, then the Term shall include the partial calendar month from and including the Commencement Date through the last day of such partial calendar month, plus the number of months of the full Term set forth above, so that the Term shall expire on the last day of a calendar month. County shall confirm the Commencement Date of the Term in its Letter of Acceptance.

3.3 Holding Over. If County holds over in occupancy of the Premises, or any portion thereof, after the expiration of the Term without Lessor's consent, County shall become a tenant from month-to-month at the monthly rental rate then in effect, as proportionately reduced if County has vacated any portion of the Premises. Any holdover shall be subject to the terms and conditions specified in this Lease, so far as applicable. Lessor consents to holdovers for such time as may be required by County to remove its equipment and fixtures from the Premises, not to exceed sixty (60) days.

3.4 Early Termination Rights.

(a) County and Lessor have entered into an agreement entitled "Agreement Between the City of Imperial Beach, the County of San Diego and the San Diego County Sheriff for General and Specialized Law Enforcement and Traffic Services" dated July 1, 2012 ("Law Enforcement Agreement"). If either party terminates the Law Enforcement Agreement, this Lease shall terminate concurrently therewith.

(b) This Lease may also be terminated by County, at its sole option, to be effective at any time upon ninety (90) days prior written notice to Lessor.

**ARTICLE 4**  
**BASE MONTHLY RENT**

4.1 Base Monthly Rent. County shall pay to Lessor as Base Monthly Rent for the first year of the Term of this Lease the sum of Two Thousand One Hundred Fifty Nine Dollars and 77/100 (\$2,159.77) per month, which sum is subject to possible adjustment as provided in this Article. Subsequent years rental rates will be adjusted pursuant to the following Section 4.2 All rent due under this Lease shall begin to accrue on the Commencement Date, and shall be payable in arrears on the first day of each calendar month thereafter. If the Commencement Date is not the first day of a calendar month, then the accrued rent for the partial month at the beginning of the Term shall be pro-rated on a per diem basis, and paid on the first day of the following calendar month. County shall pay monthly installments of rent by depositing County warrants by First Class Mail, postage prepaid, addressed to Lessor at the address stated in Article 1.1.

4.2 Cost of Living Adjustment. Beginning with the first day of the calendar month following expiration of the first twelve (12) months of the Term, and thereafter on the first day of the calendar month following expiration of each succeeding twelve (12) month period (each such date hereinafter being referred to as an "Adjustment Date"), the Base Monthly Rent shall be adjusted (but in no event to an amount less than the initial Base Monthly Rent set forth in Article 1) to reflect any increase or decrease in the purchasing power of the dollar following the Commencement Date. The base for computing the adjustment shall be the Consumer Price Index for All Urban Consumers (1982-84=100) for the Los Angeles-Anaheim-Riverside Area (the "Index"), as published by the U.S. Department of Labor, Bureau of Labor Statistics. Adjustments shall be calculated by the use of the following formula:

$$R = A (1 + 0.50 (B/C-1))$$

WHEREIN,

R equals the adjusted Base Monthly Rent;

A equals the initial Base Monthly Rent set forth in Article 1;

B equals the average monthly value of the Index during the first full calendar quarter immediately preceding the month prior to each Adjustment Date; and

C equals the average monthly value of the Index during the first full calendar quarter immediately preceding the month prior to the Commencement Date.

In the event that the Index is discontinued or materially revised during the Term, then the parties shall agree upon a substitute governmental index or computation that reasonably reflects consumer prices for purposes of computing the cost-of-living adjustment. If the parties cannot agree, such index or computation shall be determined by arbitration between the parties pursuant to the provisions of the California Code of Civil Procedure. The cost of living adjustment described in this Section 4.2 is applicable only to the Base Monthly Rent. No cost of living adjustment will be applied to any additional rent set forth elsewhere in this Lease.

**ARTICLE 5**  
**USE OF PREMISES**

5.1 County's Intended Use. The Premises may be used as office space for County's Sheriff's Department ("County's Intended Use"); provided, however, that County reserves the right to use the Premises for any other comparable use permitted by applicable zoning laws or ordinances, subject to Lessor's reasonable prior written approval thereof. Under no circumstances during the term of this Lease shall County use or cause to be used any Hazardous Materials, as defined in section 10.2 of this Lease, or store or dispose of any such substances or materials on the Premises.

5.2 Signs. County has erected a monument sign to identify County's occupancy of the Premises during the Term. County is responsible for all repair and maintenance of the monument sign. Upon written request by Lessor within thirty (30) days after the expiration or earlier termination of this Lease, County shall remove the sign. In the event Lessor does not request removal of the sign within thirty (30) days after the expiration or earlier termination of this Lease, County shall be under no obligation to remove said sign.

**ARTICLE 6**  
**UTILITIES**

Lessor shall furnish to the Premises, and County shall pay for at all times during the Term, all utilities necessary for the use and enjoyment by County of the Premises for County's Intended Use, except for water, which shall be paid for by the Lessor. Such utility services shall include, but not necessarily be limited to gas, sewer, electricity, heating, ventilation and air conditioning, and elevator service if required for County's Intended Use of the Premises; provided, however, that Lessor shall not be obligated to provide telephone equipment, cable, computer equipment or facilities to the Premises. Lessor warrants that County's Intended Use of the Premises will leave sufficient additional capacity in existing feeders to the building and risers or wiring installations to allow County to upgrade its facilities and add a reasonable amount of additional equipment if desired by County to enhance its operations during the Term of this Lease.

**ARTICLE 7**  
**TAXES**

County shall not be obligated to pay any taxes accruing before, during or after the Term, or any extension thereof, on the Premises, the Building or the Property; all such payments shall be the sole responsibility of Lessor. As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rental income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any estate inheritance taxes, (iii) any franchise, succession or transfer taxes, (iv) interest on taxes or penalties resulting from Lessor's failure to pay taxes, (v) any increases in taxes attributable to the sale of the Building, or (vi) any taxes which are essentially payments to a governmental agency for the right to make improvements to the Building.

**ARTICLE 8**  
**LESSOR'S MAINTENANCE AND REPAIR OBLIGATIONS**

8.1 Maintenance and Custodial Services Furnished by Lessor. Lessor shall, at its sole expense, furnish to the Premises the services shown on the "Services to be Provided by Lessor" schedule attached hereto as Exhibit "B," and such additional services as may be required by County's occupancy and use of the Premises, but in no event shall such services be less than those furnished generally to similar facilities located in the same geographical area as the Premises. Lessor's maintenance obligations under this section include, without limitation, painting, eradicating pests, repairing and replacing carpeting in the Building and the Premises, as required, and providing those services specified in California Civil Code Section 1941.1, or any successor statute thereto. All such services shall be provided at such reasonable times and in such a manner as to minimize interference with County's use and enjoyment of the Premises. County is responsible for contracting with and paying for custodial services and all individuals or companies providing custodial services hereunder shall be bonded.

8.2 Additional Services Requested by County. If County shall request any services in addition to those specified or reasonably anticipated hereunder, Lessor shall use its best efforts to supply the same, and such additional services shall be charged at reasonable rates established by Lessor and approved in writing by County's Lease Administrator prior to provision of the service. The agreed cost of such additional services shall be reimbursed to Lessor by County within thirty (30) days of County's receipt of Lessor's invoice therefor, together with evidence of Lessor's payment thereof.

8.3 Repairs.

(a) Subject to the provisions of this Lease pertaining to damage or destruction of the Premises, Lessor shall, at all times and at its sole expense, keep the Premises, the Building and the Common Facilities in good order, condition and repair, such that the same are at all times in good and tenantable condition.

(b) Nonetheless, Lessor's obligations under this section shall not include performing repair and maintenance services necessitated by negligent or intentional acts or omissions of County; provided, however, that if County requests that Lessor perform said work and Lessor receives prior written approval from County's Lease Administrator of said work and its costs, then Lessor shall perform said work and shall be reimbursed by County for such expenses within thirty (30) calendar days following County's receipt of (i) an invoice or receipt for the work, and (ii) evidence of Lessor's payment therefor. Where work is necessary to cure an emergency situation, Lessor shall perform such work immediately upon Lessor's discovery thereof and may then seek reimbursement from County without having obtained County's Lease Administrator's prior written approval of such work.

(c) Notwithstanding any provision of the foregoing section to the contrary, County's obligation to reimburse Lessor for repairs necessitated by negligent or intentional acts or omissions of County shall not extend to (i) damage and repairs covered under any insurance policy carried by Lessor in connection with the Premises, the Building, the Common Facilities or the Property, (ii) damage caused by any defects in the design, construction or materials of the Leasehold Improvements, the Premises, the Building, the Common Facilities or the Property,

(iii) damage caused in whole or in part by the negligence or willful misconduct of Lessor or any of its Lessor's agents, employees, invitees, or licensees, (iv) reasonable wear and tear, and (v) damage due to fire, earthquake, acts of God or the elements or other casualty. Furthermore, County shall not be obligated to make capital expenditures to replace or repair appliances and systems if the life for such appliances or systems extends beyond the expiration of the Term.

#### 8.4 Repair and Maintenance Safety Requirements.

(a) Whenever feasible, Lessor shall schedule repair and maintenance work at times other than normal working hours. Repair or maintenance work which involves the use of processes which generate airborne contaminants which can negatively impact indoor air quality may be conducted during normal working hours only with County's prior written consent.

(b) When repair or maintenance work must be performed during normal working hours, mechanical ventilation units serving the Premises in the vicinity of the work shall be shut down for the duration of such work, and until any contaminants generated thereby have had a chance to dissipate. During such period, Lessor shall take steps to provide alternative sources of fresh air to the Premises.

(c) Lessor shall give County five (5) days prior written notification of any non-regularly scheduled maintenance, and of any and all repair work, to be performed on the Premises.

(d) Lessor, and anyone performing work on behalf of the Lessor on the Premises, shall maintain a Material Safety Data Sheet containing all pertinent information regarding hazardous materials which may be utilized in connection with such work.

8.5 Lessor's Failure to Provide Services and Repairs. Should Lessor fail to perform any act or provide any service required hereunder and not cure such failure, or commence and continue to diligently pursue to completion such curing, within five (5) days following written notice thereof by County (or immediately if the nature of the problem presents a hazard or emergency), County shall have the right, but not the obligation, to remedy such situation by making the relevant repairs or obtaining the relevant service. County's cost in so doing shall be reimbursed to County by Lessor within thirty (30) days of delivery of the invoices evidencing such work. In addition, where such failure by Lessor materially interferes with County's use and enjoyment of the Premises for more than five (5) continuous business days, County shall have the right to abate monthly rent and any additional rent otherwise payable under this Lease and, if such interruption shall continue for ten (10) or more continuous business days, County shall have the right to terminate this Lease.

8.6 Lessor's Waiver of California Civil Code Section 1942. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of California Civil Code Section 1942, or any successor statute thereto ("CC § 1942"), the provisions of this Lease shall control. Lessor specifically waives (i) any requirement for notice from County pursuant to CC § 1942 prior to its exercise of the aforementioned remedies, and (ii) any limitation on County's ability to abate rent as specified herein which may be contained in CC § 1942.

**ARTICLE 9**  
**COMPLIANCE WITH LAWS; SAFETY REQUIREMENTS**

(a) Lessor warrants that, as of the Commencement Date, there are no violations of any laws or ordinances, or of rules or regulations of insurance-rating organizations, which would materially affect County's use or occupancy of the Premises, and that County's Intended Use of the Premises is in compliance with all existing laws and insurance policies affecting the Premises, the Building, the Common Facilities and the Property.

(b) If County's Intended Use of the Premises shall be prohibited at any time during the Term or any extensions thereof by any federal, state or local statute, ordinance or regulation, the Term shall automatically terminate as of the effective day of such prohibition and all rent owing under this Lease shall be equitably pro-rated on a per diem basis as of the date of such termination; provided, however, that County may elect to continue as the tenant on the Premises in the event that such prohibition of County's Intended Use does not also prohibit another comparable use permitted by applicable zoning laws or ordinances, subject to Lessor's reasonable written approval thereof.

(c) Lessor shall maintain the Premises as a "safe place of employment," as such term is used in the California Occupational Safety and Health Act, insofar as such statute may be applicable to County's Intended Use of the Premises.

(d) The required test procedures for fire extinguishing systems set forth in the Uniform Fire Code, 1988 Edition, Part VIII, Division III, Appendix IIIC, entitled "Testing Fire-Extinguishing Systems, Standpipes and Combination Systems," shall be the responsibility of Lessor.

(e) In the event Lessor neglects, fails or refuses to maintain the Premises as provided herein, County may, without prejudice to any other remedies provided in this Lease, upon reasonable prior notice thereof to Lessor, exercise one of the following options:

- (1) terminate this Lease; or
- (2) cure Lessor's default by performance of any act, including payment of money, and abate the cost thereof, plus reasonable administrative costs, from any rent due under this Lease.

(f) Notwithstanding any other provision of this Lease to the contrary, Lessor shall be responsible for payment of all costs of complying with the requirements of the Americans with Disabilities Act of 1990 ("ADA") (42 USCS §§ 12101 - 12213), Title 24 of the California Code of Regulations ("Title 24") and California Civil Code § 54.1 as they may apply to the Premises, the Building or the Property. Lessor's obligations hereunder shall include, without limitation, all costs of bringing the Premises, the Building and the Property into compliance, and thereafter maintaining such compliance, with the requirements of Title III of the ADA ("Title III") (42 USCS §§ 12181 - 12189) applicable during the Term to public accommodations and commercial facilities, irrespective of whether or not the particular requirements of such compliance (i) are specifically required by County's intended use of the Premises, or (ii) may also be required of

County under Title II of the ADA ("Title II") (42 USCS §§ 12131 - 12165). To the extent permitted by applicable law, Lessor shall also be responsible for payment of all costs of bringing the Premises, the Building and the Property into compliance with the requirements of Title II which may be applicable to County's intended use of the Premises but which are not also required by the requirements of Title III, and for the costs of maintaining such compliance during the Term.

## ARTICLE 10 HAZARDOUS MATERIALS

10.1 Hazardous Materials Laws - Definition. As used in this section, the term "Hazardous Materials Laws" means any and all federal, state or local laws or ordinances, rules, permits, decrees, orders, regulations or court decisions (including the so-called "common law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions, including, without limitation, those hazardous or toxic substances identified in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.

10.2 Hazardous Materials - Definition. As used in this section, the term "Hazardous Materials" means any chemical, compound, material, substance or other matter the presence of which gives rise to any reporting, notice or publication requirements, or duty to investigate, under any Hazardous Materials Laws; provided, however, that office and cleaning supplies in amounts normal and customary for the Premises shall not be considered as Hazardous Materials. Lessor is responsible for ensuring that provisions are in place for handling any hazardous materials under the control of the Lessor (or their contractors) in a manner to minimize exposure incidents and that Material Safety Data Sheets (MSDSs) will be made available to County employees for hazardous materials involved in a renovation/construction/emergency incident.

10.3 Lessor's Representations and Warranties. Lessor represents and warrants that, other than as disclosed to County and specifically approved in writing by County's Lease Administrator:

(a) Lessor has received no notice from any governmental agency of violation, or suspected or possible violation, of any Hazardous Materials Laws with respect to the Premises or the Property.

(b) To the best of Lessor's knowledge, any handling, transportation, storage, treatment or usage of Hazardous Materials that has occurred on the Premises prior to the Commencement Date has been in compliance with all applicable Hazardous Materials Laws;

(c) No leaks, spills, releases, discharges, emissions or disposal of Hazardous Materials have occurred on the Premises prior to the Commencement Date, and, to the best of Lessor's knowledge, the soil, ground water, and soil vapor on or under the Premises is free of Hazardous Materials as of the Commencement Date;

(d) After due and reasonable investigation, no asbestos in any form which has become, or threatens to become, friable is constructed, placed on, deposited, stored, disposed of, or located in the Premises, or on property of which the Premises is a part; and

(e) After due and reasonable investigation, no underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells are on, or ever have been on, the Premises or on the property to which the Premises is appurtenant.

In the event that any portion of the Premises or the Building was constructed or remodeled prior to 1980, Lessor shall provide to County a copy of a completed asbestos inspection report prepared in accordance with County's "Asbestos Inspection Criteria" attached hereto as Exhibit "C."

10.4 Indemnification by Lessor. Lessor (and, if applicable, each of its general partners) and its successors, assigns, and guarantors, if any, jointly and severally agree to indemnify, defend (with counsel selected by County) reimburse and hold County and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by County) which arise during or after the Term from Lessor's breach of any of its warranties set forth in Section 10.3, above, or in connection with the presence or suspected presence of Hazardous Materials anywhere in the Premises, the Building or on the Property, including the soil, ground water or soil vapor on or under the Property, unless the Hazardous Materials are present solely as a result of the gross negligence or willful misconduct of County, its officers, employees or agents. Without limiting of the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred by County in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by County or Lessor during the course of any alteration or improvement of the Premises by County, unless Hazardous Materials are present solely as a result of the gross negligence or willful misconduct of County, its officers, employees or agents. The indemnification provided by this section shall also specifically cover costs incurred in responding to:

(a) Hazardous Materials present or suspected to be present in the soil, ground water or soil vapor on or under the Property before the Commencement Date;

(b) Hazardous Materials that migrate, flow, percolate, diffuse, or in any way move on to or under the Property following the Commencement Date; or

(c) Hazardous Materials present on or under the Property as a result of any discharge, release, dumping, spilling (accidental or otherwise), onto the Property during or after the Term of this Lease by any person, corporation, partnership or entity other than County.

10.5 Indemnification by County. County (and its successors, assigns, and guarantors, if any, jointly and severally agree to indemnify, defend (with counsel selected by Lessor) reimburse and hold Lessor and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by Lessor) which arise during or after the Term arising from the County causing the presence or suspected presence of Hazardous Materials anywhere in the Premises,

the Building or on the Property, including the soil, ground water or soil vapor on or under the Property, to the extent caused by the County's gross negligence or willful misconduct.

Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred by Lessor in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by County during the course of any alteration or improvement of the Premises by County, to the extent Hazardous Materials are present due to the County's gross negligence or willful misconduct.

10.6 Duration of Indemnity Obligations. The foregoing environmental indemnities shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

## **ARTICLE 11** **WATER CONSERVATION**

Lessor acknowledges receipt of a copy of County Board of Supervisors' Policy A-106, entitled "Water Conservation in County Facilities" ("Water Conservation Policy"). The Water Conservation Policy adopts and incorporates the Water Conservation Measures set forth in Title 24, Part 6, Division T-20, Chapter 2, Subchapter 4, Article I of the California Code of Regulations (the "Water Conservation Statute"). During the Term of this Lease, Lessor shall abide by the requirements of the Water Conservation Policy and of the Water Conservation Statute as they may apply to any capital improvements installed by Lessor on the Premises for County's use, or installation of any tenant improvements required for County to occupy the Premises.

## **ARTICLE 12** **AFFIRMATIVE ACTION PROGRAM FOR DISABLED PERSONS**

Lessor shall comply with the Affirmative Action Program for Vendors pertaining to employment of disabled persons, as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated in this Lease by this reference. Lessor is informed that the County's Affirmative Action Program for Vendors provides that its requirements shall not apply to any Lessor, or subcontractor of a Lessor, who has a regular, paid workforce of less than fifteen (15) employees. A copy of this Affirmative Action Program will be furnished upon request to the Lease Administrator. The County of San Diego also has a policy of encouraging the participation of disabled veterans business enterprises in its acquisition leases.

## **ARTICLE 13** **IMPROVEMENTS AND ALTERATIONS**

13.1 Improvements by Lessor. Lessor may at any time, upon reasonable prior written notice to County, make any changes, additions, improvements, repairs or replacements to the Property, including the Common Facilities, that it considers desirable, provided, however, that no changes, additions improvements repairs or replacements shall (i) be made to the

Premises except as are permitted or required of Lessor by other provisions of this Lease, (ii) reduce the parking committed to County pursuant to this Lease, (iii) materially impair access to the Premises, or (iv) alter the Building's nature as an office building. All such changes, additions, improvements, repairs and replacements shall be performed expeditiously and so as to minimize interference with County's use and enjoyment of the Premises. In the event such interference materially impairs County's ability to conduct its business from the Premises and such interference continues for ten (10) days after County's notice thereof to Lessor, rent shall abate hereunder, in proportion to the extent of such interference, from the commencement of said ten (10) day period, for so long as such interference shall continue, and if such interference shall continue for thirty (30) days after County's notice to Lessor, County shall have the right to terminate this Lease by notice to Lessor at any time prior to the cessation of such interference.

13.2 Alterations by County. County, at its own expense, may make any and all alterations or improvements, or install any furniture, fixtures, or equipment necessary or desirable for its intended use of the Premises, provided, however, that County may not make any structural or HVAC alterations, nor any alterations in excess of \$7,500 without Lessor's prior consent. Such furniture, fixtures or equipment installed or made by County shall remain the property of County and, at the option of County, may be removed at or before termination of this Lease or any extension thereof, or may be abandoned to Landlord. Any damage to the Premises occasioned by removal of such fixtures or improvements by County shall be repaired by County upon request by Lessor made within thirty (30) days of the expiration of this Lease, or the sooner termination hereof as herein provided, except in the event of destruction of the Premises as provided for herein. County shall deliver possession of the Premises to Lessor in the same condition it enjoyed in the beginning of this Lease, or as altered, ordinary wear and tear excepted.

13.3 Vending Machines. At any time during the Term of this lease, County has the right to install vending machines on the Premises, and to retain all revenues therefrom.

#### **ARTICLE 14** **DAMAGE BY FIRE OR OTHER CASUALTY; CONDEMNATION**

##### 14.1 Damage or Destruction of the Premises.

14.1.1 Restoration by Lessor. If, during the Term of this Lease or any extension thereof, the Premises or the Leasehold Improvements are damaged or destroyed, or if the Building or the Common Facilities are damaged, and if such damage materially interferes with County's use of the Premises, Lessor shall, at its sole expense, repair the damage and this Lease shall remain in full force and effect, provided that (i) such repairs can reasonably be expected to be made within ninety (90) days from the date Lessor commences to repair such damage ("Repair Period") in compliance with applicable laws and regulations, and (ii) insurance proceeds are timely made available to Lessor which, together with any other funds provided by Lessor, are sufficient to repair such damage. Lessor shall promptly give County reasonable evidence of funds sufficient to restore the Premises.

14.1.2 Time for Completion of Repairs. Any repairs undertaken pursuant to this section shall be diligently pursued to completion by Lessor. Prior to commencing such repairs, Lessor shall give County an estimate of the time within which such repairs are expected

to be completed, and, if the repairs are not completed by such date, then any rental abatement provided in the following section shall continue to abate during the period from the expected completion date of such repairs to the actual date of substantial completion of repairs.

14.1.3 Rent Abatement. If any fire or other casualty damages the Premises or the Leasehold Improvements, the Building, or any of the Common Facilities necessary for County's use or enjoyment of the Premises, then, during the period such damage or the repair thereof interferes with County's use or enjoyment of the Premises, County shall be entitled to a proportionate reduction of rent resulting from such damage or repair, up to and including full abatement of rent, such proportionate reduction to be based upon the extent to which such damage or repair shall interfere with the County's use or enjoyment of the Premises.

14.1.4 County's Right to Terminate. If, in the sole judgment of County's Lease Administrator, the Premises cannot reasonably be expected to be restored within the Repair Period to substantially the same condition they were in before the damage occurred, County may terminate this Lease by notice to the Lessor given thirty (30) days after such damage or destruction, or failure of Lessor to proceed with reasonable diligence to restore the Premises, such termination to be effective thirty (30) days following delivery of the notice of termination. If County does not so terminate this Lease, Lessor shall repair the damage and this Lease shall remain in full force and effect.

14.2 Condemnation. If all or any part of the Premises, the Building or the Common Facilities shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or under any agreement in lieu thereof (any such taking or appropriation is referred to hereinafter as a "Taking", or having been "Taken"), this Lease shall terminate as to the part so Taken as of the date of such Taking and, in the case of a partial Taking, County shall have the right to terminate this Lease as to the remaining portion of the Premises by giving written notice to Lessor within thirty (30) days after such Taking; provided, however, that exercise of such right of termination shall be contingent upon whether, in the opinion of County's Lease Administrator, the portion of the Premises so Taken is of such extent and nature as to materially impair County's access to the Premises, materially diminish the nature of the Building or the Common Facilities as they existed on the date of the Taking, or substantially interfere with County's Intended Use of the Premises. Lessor shall be entitled to all compensation, damages, income, rent, awards and interest whatsoever which may be paid or made on account of Lessor's interest in the Premises or the Building in connection with any Taking; provided, however, that County shall be entitled to any portion thereof intended by the authority exercising the power of eminent domain as compensation for (i) County's relocation expenses, (ii) the value of County's leasehold interest in the Premises, (iii) the value of the use for the then unexpired Term of any alterations or improvements in the Premises which were paid for by County but have become the property of Lessor, (iv) any excess rent or other costs payable by County for substitute premises obtained over rent payable hereunder, and (v) the value of any alterations paid for by County which were not the property of Lessor and any other property of County so Taken, including any moveable furniture, equipment and other personal property. In the event of a partial Taking of the Premises which does not result in a termination of this Lease, Lessor shall, at its sole expense, restore the balance of the Premises to a usable condition, and as necessary so as to be fully partitioned from portions so Taken, and the rent thereafter to be paid under this Lease shall be equitably reduced by an amount reasonably and mutually determined by the parties based on the value to County of the Taken property. Lessor hereby waives the provisions of California

Code of Civil Procedure Section 1265.130 allowing parties to a Lease to petition the Superior Court to terminate the Lease in the event of a partial Taking of the Premises.

**ARTICLE 15**  
**QUIET ENJOYMENT**

Upon County's payment of rent and performance of its other obligations hereunder, County shall peacefully and quietly have, hold and enjoy the Premises throughout the Term and any extensions thereof, without hindrance, ejection or molestation by Lessor, any person lawfully claiming through or under Lessor or any person claiming prior rights to County to the Premises.

**ARTICLE 16**  
**LESSOR'S ACCESS TO PREMISES**

Lessor shall have access to the Premises at reasonable times upon reasonable prior written notice to County's Lease Administrator (except in the case of an emergency, when notice shall be commensurate with the circumstances) for the purposes of: (i) showing the Premises to prospective purchasers and mortgagees of the Building or its surrounding property and prospective tenants of the Premises, and (ii) inspecting the Premises or performing any repairs or improvements required of or permitted to Lessor herein. Prospective tenants may be brought through the Premises only during the last nine (9) months of the Term. Said tenants, purchasers and mortgagees shall at all times be accompanied by Lessor or Lessor's designated agent. Lessor shall use all reasonable efforts in connection with such access to minimize interference with County's use and enjoyment of the Premises. If any entry by Lessor into the Premises materially interferes with County's use and enjoyment of the Premises for more than five (5) consecutive business days, County shall have the right to abate the rent otherwise payable under this Lease; if such interference shall continue for more than ten (10) consecutive business days, County shall have the right to terminate this Lease.

**ARTICLE 17**  
**ASSIGNMENT AND SUBLEASE**

17.1 Lessor's Consent. The County agrees not to sublet the whole or any part of the Premises, nor to assign this Lease, without in each case first securing the prior written consent thereto of Lessor. Lessor shall not unreasonably withhold or delay Lessor's consent to any assignment or subletting, and shall notify County of Lessor's decision with respect to the proposed subletting or assignment within ten (10) days after County's request therefor. Failure of Lessor to give written notice of Lessor's approval or disapproval of the proposed subletting or assignment within such period shall be deemed consent by Lessor to the proposed assignment or subletting. If Lessor disapproves of any assignment or subletting, Lessor shall state specifically in Lessor's response to County the reason for such disapproval.

17.2 Permitted Transfers. The provisions of the foregoing section shall not prohibit County from entering into subleases, concessions or licenses as necessary for the operation of any portion of County's business conducted on the premises. Each such sublease, concession or license that is entered into by County shall be subject to the provisions of this Lease.

**ARTICLE 18**  
**INSURANCE**

18.1 Lessor's Insurance Obligations. Without limiting Lessor's indemnification obligations to County under this Lease, Lessor shall provide and maintain, during the Term and for such other period as may be required herein, at its sole expense, insurance in the amounts and form specified in Exhibit "D," attached hereto.

18.2 County's Insurance Obligations. County maintains a policy of All-Risk Insurance covering the County's personal property in the Premises, including any fixtures or equipment in the Premises owned by County. The County utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out of its use or occupancy.

**ARTICLE 19**  
**INDEMNITY**

19.1 Claims Arising From Sole Acts or Omissions of County. County hereby agrees to defend and indemnify Lessor, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "Lessor", from any claim, action or proceeding against Lessor, arising solely out of the acts or omissions of County related to this Lease. At its sole discretion, Lessor may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Lease. Lessor shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

19.2 Claims Arising From Sole Acts or Omissions of Lessor. Lessor hereby agrees to defend and indemnify the County, its agents, officers and employees (hereafter collectively referred to in this paragraph as "County") from any claim, action or proceeding against County, arising solely out of the acts or omissions of Lessor related to this Lease. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Lessor of any obligation imposed by this Lease. County shall notify Lessor promptly of any claim, action or proceeding and cooperate fully in the defense.

19.3 Claims Arising From Concurrent Acts or Omissions. The County hereby agrees to defend itself, and Lessor hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and Lessor. In such cases, County and Lessor agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 19.5 below.

19.4 Joint Defense. Notwithstanding paragraph 19.3 above, in cases where County and Lessor agree in writing to a joint defense, County and Lessor may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Lessor and County. Joint defense counsel shall be selected by mutual agreement of County and Lessor. County and Lessor agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 19.5 below. County and Lessor further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Lessor.

19.5 Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Lessor may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

19.6 Duration of Indemnity Obligations. The obligations of Lessor and County under this Lease to indemnify, defend and hold each other harmless will survive the expiration or early termination of this Lease.

## **ARTICLE 20** **GENERAL PROVISIONS**

20.1 Authority. Lessor represents and warrants that it has full power and authority to execute and fully perform its obligations under this Lease pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of Lessor are the duly designated agents of Lessor and are authorized to do so, and that fee title to the Building and the Premises vests solely in Lessor.

20.2 Captions. The captions, headings and index appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

20.3 County Approval. Except where stated herein to the contrary, the phrases "County's approval," and "County's written approval" or such similar phrases shall mean approval of County's Lease Administrator or said Administrator's representative as authorized by said administrator in writing.

20.4 Defaults. If either party ("Demanding Party") has a good faith belief that the other party ("Defaulting Party") is not complying with any material terms of this Lease, the Demanding Party shall give written notice of the default (with reasonable specificity) to the Defaulting Party and demand the default to be cured within thirty (30) days of the notice. If the Defaulting Party is actually in default of this Lease and fails to cure the default within thirty (30) days of the notice, or if more than thirty (30) days are reasonably required to cure the default and the Defaulting Party fails to give adequate assurance of due performance within ten (10) days of the notice, the Demanding Party may terminate this Lease upon written notice to the Defaulting Party.

20.5 Cumulative Remedies. In the event of a default under this Lease, each party's remedies shall be limited to those remedies set forth in this Lease; any such remedies are cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting party may be entitled.

20.6 Entire Agreement. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

20.7 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

20.8 Force Majeure. In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Lease or the County's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Lessor's negligent operation or maintenance of the Premises or the Building ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

20.9 Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

20.10 Joint and Several Liability. If more than one person or entity executes this Lease as Lessor, each of them is jointly and severally liable for all of the obligations of Lessor hereunder.

20.11 Estoppel Certificate.

(a) Within thirty (30) days after written request, County shall execute, acknowledge and deliver to Lessor a written statement certifying (i) the Commencement Date, (ii) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (iii) the date to which Monthly Rent and any additional rent have been paid; and (iv) that Lessor is not in default hereunder, or if Lessor is claimed to be in default, stating the nature of such claimed default. All such statements shall be made to County's best knowledge, and County shall not make nor be obligated to make any independent investigation of the facts. Except as qualified in the preceding sentence any such statement may be relied upon by a purchaser, assignee or lender with respect to the Premises or the Property. No such certification shall be deemed to be a waiver by County of any right or cause of action against Lessor based on any fact of which County has no knowledge because of the concealment of such fact by Lessor.

(b) If County is requested to execute an estoppel certificate, Lessor shall pay a fee of Two Hundred Dollars (\$200) to reimburse County for costs and expenses incurred in connection with such request. The fee shall be delivered to County concurrently with Lessor's request for estoppel certificate.

20.12 Subordination Agreement.

(a) Within thirty (30) days after written request, County shall execute, acknowledge and deliver to Lessor a Subordination Agreement to the lien of a Deed of Trust, to

Lessor's Lender, subject to Lessor and Lender's observance of the non-disturbance agreement and other provisions using County's "Standard Form" Subordination Agreement, which form Lessor agrees to use. (This form shall be furnished upon request.)

(b) If County is requested to execute a Subordination Agreement, Lessor shall pay a fee of Two Hundred Dollars (\$200) to reimburse County for costs and expenses incurred in connection with such request. The fee shall be delivered to County concurrently with Lessor's request for the Subordination Agreement.

(c) At the discretion of the Chief, Real Estate Services, Real Estate Services Division, if a request is made by the Lessor for both an estoppel certification and a subordination agreement at the same time, the fee may be reduced to \$200 for both documents.

20.13 Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

20.14 Notices. All notices, demands, requests or other communication required or permitted to be given hereunder ("Notices") shall be in writing and (i) delivered in person to an officer or duly authorized representative of the other party, (ii) sent by First Class United States Mail, postage prepaid, (iii) sent by overnight delivery, or (iv) delivered or sent by telegraph, telex, telecopy or cable. Notices shall be sent to Lessor and County at the appropriate address set forth in Article 1, or to such other address as Lessor or County may hereafter designate by written notice to the other party. Any such Notice shall be deemed duly given upon receipt if delivered as set forth under (i), (iii) or (iv) above, or, in case of (ii) above, forty-eight (48) hours from the time of mailing if mailed as provided in this section.

20.15 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

20.16 Successors & Assigns. This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

20.17 Time of Essence. Time is of the essence of each and every provision of this Lease.

20.18 Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver of any breach of any provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach either of the same or a different provision of this Lease.

20.19 Non-Appropriations by County. County shall have the right to terminate its obligation under this Lease at the end of any County fiscal year if County's governing body or the State of California does not appropriate monies sufficient to pay the rental payments coming due in the next fiscal year.

IN WITNESS WHEREOF, Lessor and County have executed this Lease effective as of the date first written above.

COUNTY OF SAN DIEGO, a  
political subdivision of the  
State of California

By: \_\_\_\_\_  
APRIL F. HEINZE, P.E., Director  
Department of General Services

LESSOR:

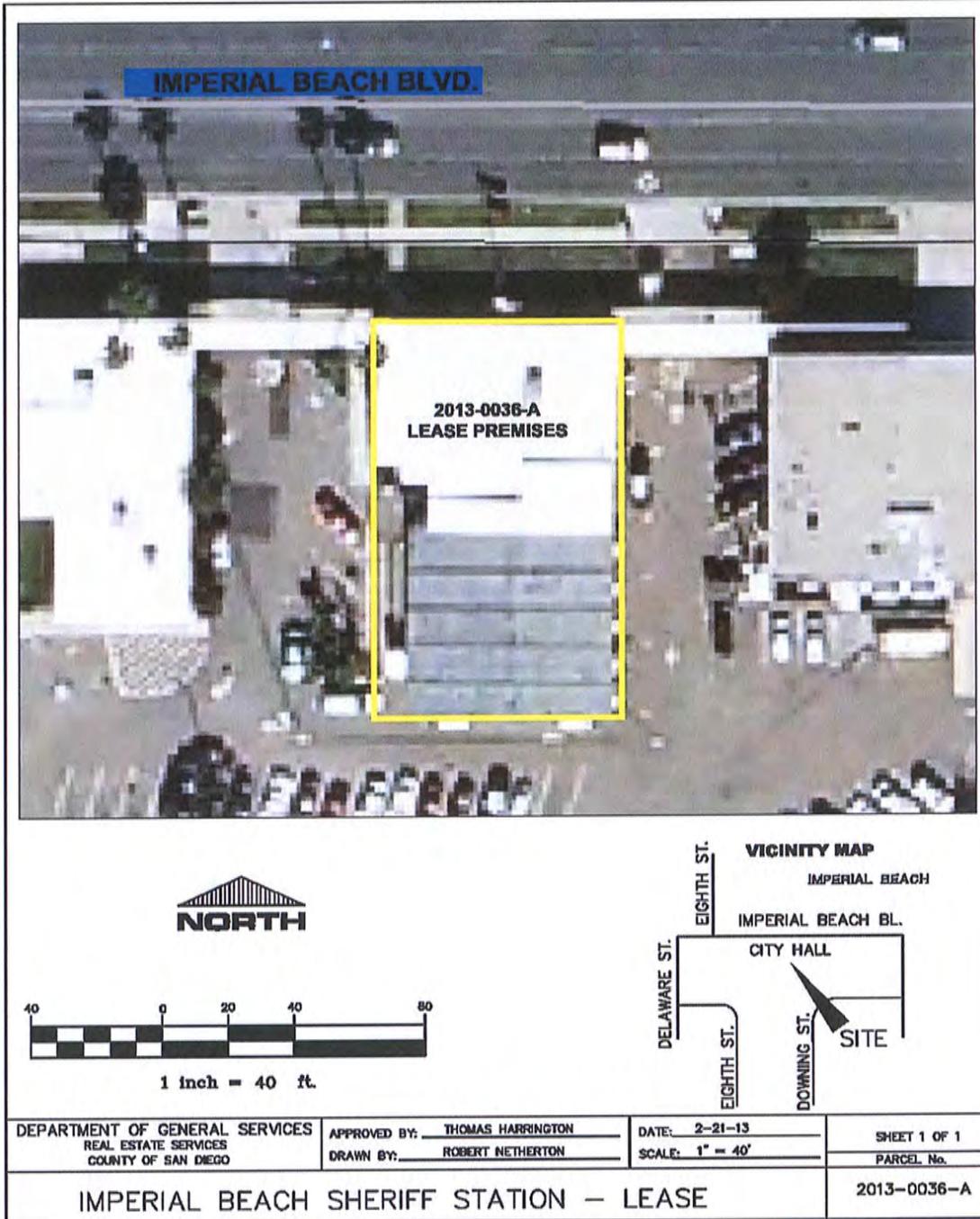
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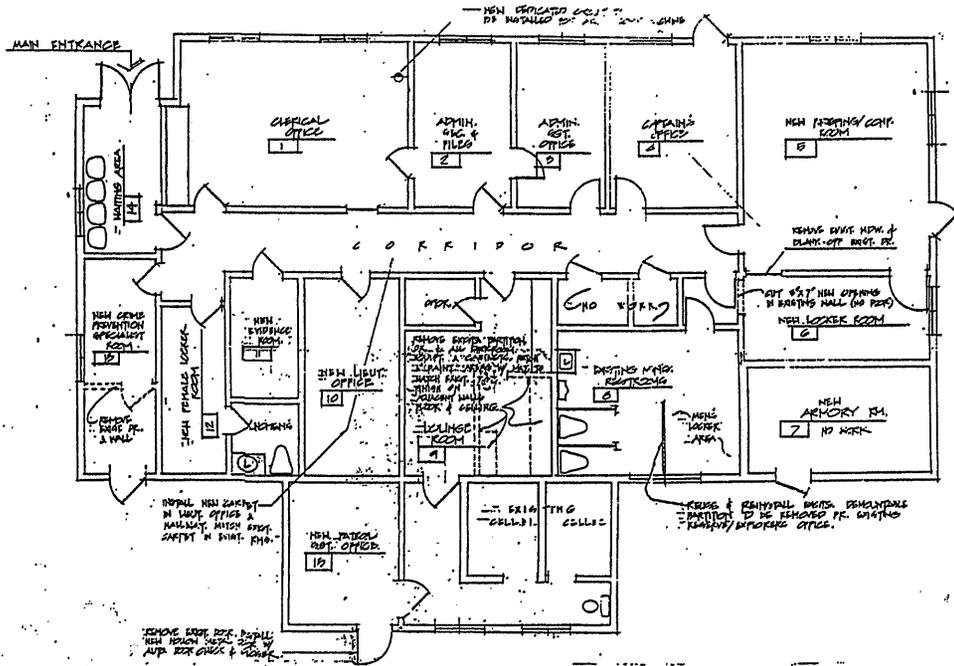
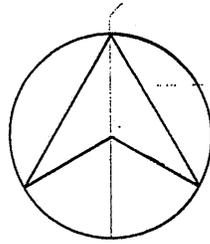
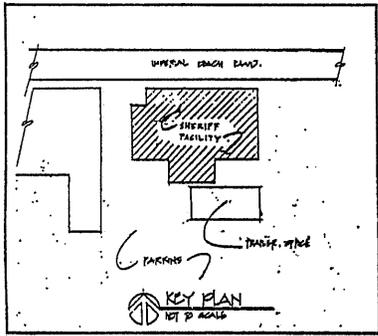
By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF PREMISES AND PARKING AREA**

**EXHIBIT "A-1"**





# EXHIBIT A

SOUTHBAY SHERIFF FACILITY  
NOT TO SCALE

**EXHIBIT "B"**  
**SERVICES TO BE PROVIDED BY LESSOR**

Unless stated to the contrary hereinbelow, the following services shall be provided seven (7) days per week, twenty-four (24) hours per day.

1. **HEATING, VENTILATION AND AIR CONDITIONING SERVICE**

The Lessor shall ensure that the following heating, ventilating, and air conditioning (HVAC) requirements are maintained throughout the Premises and the interior Common Facilities 24 hours per day.

The requirements of this Section shall be considered as minimum requirements for all areas in the Premises and the interior Common Facilities. The HVAC system shall, at all times, meet the specifications set forth in the most currently adopted version of the Uniform Building Code.

The HVAC system shall be capable of supplying outside air at 20 CFM per occupant, and maintaining minimum air circulation at 1 CFM per square foot. All areas in the Premises and the interior Common Facilities shall receive a minimum of six air changes per hour.

All areas in the Premises and the interior Common Facilities shall be reasonably quiet. Throughout these areas, the HVAC system noise shall not exceed 55 db on the "A" sound scale, 50 db on the NC curve, or 58 db on the third band frequency (250 cycles).

Except as specified below, the HVAC system shall, in all areas, maintain room temperatures of not less than 72 degrees Fahrenheit, and not more than 75 degrees Fahrenheit, as specified by the County Board of Supervisors.

The HVAC system shall be maintained such that it functions at all times, in accordance with the latest standards and recommendations of: the American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc., the National Fire Protection Association Standards 90A, Uniform Mechanical Code, Energy Conservation Standards Title 24, and Uniform Building Code.

The Lessor and Lessor's Architect shall carefully divide the Premises into separate HVAC zones such that each zone will meet the above requirements. For example, the lobby will have a heavier occupant load than staff areas, and conference rooms will occasionally have extra-heavy occupant loads. Maximum zone shall not exceed 2,000 square feet. Zone each system according to occupancy and exterior orientation. Do not combine interior and exterior zones on the same system.

Exhaust for bathroom, kitchens, etc., exhaust at a rate of 2 CFM per square foot.

2. ELECTRICAL SERVICE

Lessor shall, at all times, ensure that adequate electrical service is provided to the Premises and the Common Facilities 24 hours per day, seven days per week. Lessor's obligation hereunder shall include electrical service which is adequate enough to meet the lighting, and HVAC requirements specified herein.

3. SEWAGE SERVICE

Lessor shall, at all times, ensure that all sewage systems located on the Property and serving the Premises and the Common Facilities are in good working order and free from any blockage on a 24 hour per day, seven day per week basis. Further, Lessor shall ensure that said sewage systems are of a suitable capacity to be able to, at all times, remove sewage from the property, regardless of occupancy loads of County or other tenants, where such sewage originates from sources on the Property.

4. TRASH REMOVAL SERVICE

Lessor shall, at all times, ensure adequate trash removal services be provided for the premises.

5. WATER SERVICE

Lessor shall ensure that, at all times, an adequate supply of potable water, supplied at the correct temperature, is available to the Premises and Common Facilities on a 24 hour per day, seven day per week basis. Lessor's obligation hereunder shall include: (i) providing adequate water service and water pressure throughout the Premises, and the Common Facilities to meet all codes, regulations, or laws concerning the provision of water; (ii) providing hot water service up to 110 degrees Fahrenheit at all the Premises and Common Facilities lavatory and lounge faucets; and (iii) providing clean, potable water which meets all codes, regulations, and laws governing the same to all faucets throughout the Premises and Common Facilities.

6. LIGHTING

Lessor shall ensure and maintain the minimum lighting levels in the Premises and Common Facilities, as set forth below. Lessor's obligations shall include replacing and repairing all light fixtures, light bulbs, fluorescent tubes, or ballasts, as necessary. A combination of general lighting and task lighting may be supplied by the Lessor to meet the minimum lighting levels set forth herein. The minimum lighting levels to be maintained by Lessor throughout the facility are as follows:

A. Office areas set off with full-height partitions:

50 ± 10 foot candles at desk tops

15 ± 5 foot candles elsewhere

- B. Open office areas:
  - 50 ± 10 foot candles at desk tops
  - 15 ± 5 foot candles elsewhere
- C. Corridors and public areas:
  - 15 ± 5 foot candles throughout
- D. Restrooms:
  - 15 ± 5 foot candles throughout
- E. Exterior (immediately surrounding the Premises):
  - 0.25 foot candles
- F. Parking areas:
  - 0.25 foot candles throughout

7. ROOF

Lessor shall provide a weather-tight, leak-proof roof throughout the Lease Term or any extension thereof.

8. MAIL DELIVERY STANDARD

Lessor shall ensure that U.S. Mail delivery point, and access to it, will be identical, and available Monday through Saturday. This standard is required by U.S. Postal Service regulations.

**EXHIBIT "C"**  
**ASBESTOS INSPECTION CRITERIA**

**ASBESTOS** (All leases and lease renewals are conditional upon the Lessor complying with the criteria specified in this section.)

This inspection criteria set forth in this exhibit apply only to those buildings whose construction was initiated prior to December 31, 1980. All areas in such buildings which may impact County personnel, including work areas, lunch rooms, lobbies, air handling systems, etc., must satisfy the criteria set forth herein; application of these criteria is not limited to the Premises alone.

Lessor shall provide for an asbestos inspection of the property following the criteria specified below:

- A. Inspection of the facility for friable and non-friable asbestos containing materials, by personnel currently accredited as Asbestos Building Inspectors by an EPA approved training provider, as specified by the Asbestos Hazard Emergency Response Act (AHERA) regulations, as found in Section 763, Subsection E, Title 40 of the Code of Federal Regulations.

Samples must be taken of all suspect asbestos-containing materials, to include surfacing materials, thermal system insulation, and miscellaneous materials, as defined in the aforementioned Code of Federal Regulations, including, but not limited to ceiling tiles, sprayed acoustic materials, sprayed-on or trowelled-on fireproofing, pipe and boiler insulation, wall materials, and floor tile and mastic.

Analysis of all samples by a laboratory accredited by the National Institute of Standards and Technology for Asbestos Fiber Analysis using the interim approved polarized light microscopy analysis method. A minimum of one sample or five percent of all samples collected, whichever is greater, must be split samples. A split sample means that enough material is collected so half of the sample can be analyzed by a laboratory of the Lessor's choice, and the other half can be sent to the County's Bulk Asbestos Laboratory for quality control analysis. The selection of samples must be from friable materials, if present.

- B. A copy of the completed asbestos inspection report will be provided to the County for review and should include at least the following:
1. A description of all asbestos containing materials including the type of material, physical condition, location, and quantity.
  2. A description of the sampling protocol.
  3. The analytical results of all samples analyzed including: the presence or absence of asbestos, the type and percentage of asbestos, friability, etc.

4. Floor plans depicting the location of all asbestos-containing materials, sample locations, and sample identification numbers, delineation of homogeneous areas of asbestos-containing materials. Final drawings are to be printed at 8.5" x 11".

After the report is reviewed, County staff will walk through the building to visually confirm the inspection results. If there are no obvious errors or omissions, the report will be accepted. If errors or omissions are found, the discrepancies must be resolved between the County and the Lessor or the Lessor's representative that conducted the asbestos inspection, to the County's satisfaction.

- C. If friable asbestos containing materials are found, the lessor must provide for the removal of all friable materials by a Certified Asbestos Contractor, registered by the State of California as an Asbestos Handler, prior to County occupancy. The asbestos contractor must follow all applicable local, State, and Federal asbestos regulations.
- D. If non-friable asbestos remains in County personnel-affecting areas, the following provisions must be met. An Operations and Maintenance ("O&M") program must be established at the facility. This program is a set of work practices and procedures designed to minimize or eliminate the exposure of building occupants to asbestos fibers. In accordance with title 40 of the Code of Federal Regulations, Section 763.91, the O&M program should be in writing, and should address the management of all types of asbestos-containing building materials. It should include specific procedures and practices to be used for building cleaning, maintenance, renovation, and general operation to maintain and minimize asbestos contamination. The program should remain in effect until all asbestos-containing material is removed from the facility.

The building owner must continue to provide the County of San Diego with current information on asbestos-containing materials as required by the California Health and Safety Code, Division 20, Chapter 10.4, "Asbestos Notification". In addition, if maintenance or renovation work is planned in the future which could disturb asbestos-containing material, the County's Occupational and Radiological Health Division should be contacted at (858) 694-2232.

The Lessor is responsible for all costs associated with asbestos inspection, laboratory analysis, and removal.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

**COUNTY'S INSURANCE OBLIGATIONS**

County maintains a policy of All-Risk Insurance covering the County's personal property in the Premises, including any fixtures or equipment in the Premises owned by County. The County utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out of its use or occupancy of the Premises.

**INSURANCE REQUIREMENTS FOR LESSORS**

Without limiting Lessor's indemnification obligations to County under this Lease, Lessor shall provide and maintain for the duration of this Lease, or as may be further required herein, insurance applying to the use and occupancy of the Premises, the Building, the Common Facilities, if any, and the Property, or any part thereof, or any areas adjacent thereto, and the business operated by Lessor or any other occupant on the Premises in the amounts and form set forth below. The cost of such insurance shall be borne by the Lessor.

**1. Minimum Scope of Insurance**

Lessor's coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office Form CG0001.
- B. Property Insurance against all risk or special form perils, in an amount of 90% of the full replacement cost of the Building and Improvements, without deduction for depreciation, including costs of demolition and debris removal. Such policy or policies of insurance shall include coverage for Lessor's merchandise, fixtures owned by Lessor, any items identified in this Lease as improvements to the Premises constructed or owned either by County or Lessor, and the personal property of Lessor, its agents and employees.

**2. Minimum Limits of Insurance**

Lessor shall maintain limits no less than:

- A. Commercial General Liability, including Premises, Operations, Products and Completed Operations, Contractual Liability and Independent Contractors: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000 and shall be a Per Location Aggregate. Fire Damage Limit (Any One Fire) \$300,000 and Medical Expense Limit (Any One Person) \$5,000.
- B. Property: Full replacement cost with maximum 90% coinsurance.

**3. Deductibles and Self-Insured Retentions**

Any liability deductible or self-insured retention must be declared to and approved by County Risk Management. The property insurance deductible shall not exceed \$10,000 per occurrence and shall be borne by Lessor.

**4. Other Insurance Provisions**

The general liability and property policy is to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Lessor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Lease, the Lessor's insurance coverage shall be primary insurance as respect to the County, the members of the Board of Supervisors of the County, its officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, the members of the Board of Supervisors of the County, its officers, agents, employees, or volunteers shall be excess of the Lessor's insurance and shall not contribute with it.

C. Notice of Cancellation

Notice of Cancellation shall be provided in accordance with policy provisions.

**General Provisions**

**5. Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

**6. Evidence of Insurance**

Prior to commencement of this Lease, but in no event later than effective date of this Lease, Lessor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Lessor shall permit County at all reasonable times to inspect any required policies of insurance.

**7. Failure to Obtain or Maintain Insurance; County's Remedies**

Lessor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Lease, and County may, at its option, terminate the Lease for any such default by Lessor.

**8. No Limitations of Obligations**

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Lessor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Lessor pursuant to the Lease, including, but not limited to, the provisions concerning indemnification.

**9. Review of Coverage**

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Lessor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

**10. Self-Insurance**

Lessor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Lease under a plan of self-insurance. Lessor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Lessor's (i) net worth, and (ii) reserves for payment of claims of liability against Lessor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Lease. Lessor's utilization of self-insurance shall not in any way limit liabilities assumed by Lessor under this Lease.

## **11. Waiver of Subrogation**

Lessor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity") and from any damages to the fixtures, personal property, Lessor's improvements, and alterations of either County or Lessor in or on the Premises and the Building, to the extent that the proceeds received from any insurance carried by County or Lessor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Lessor shall be a standard waiver of rights of subrogation against County by the insurance company issuing said policy or policies.



AGENDA ITEM NO. 2.4

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: JULY 17, 2013

ORIGINATING DEPT.: PUBLIC SAFETY *gc*

SUBJECT: ADOPTION OF RESOLUTION 2013-7358 RATIFYING THE CITY MANAGER'S SIGNATURE ON THE AGREEMENT WITH D.A.R. INC. FOR THE REMOVAL OF DEAD ANIMALS LOCATED ON PUBLIC PROPERTY WITHIN THE CITY OF IMPERIAL BEACH, CA.

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**BACKGROUND:**

D.A.R. Contractors entered into an agreement with the City of Imperial Beach on September 19, 1997, with two amendments, for dead animal removal services. Since then, D.A.R. has continued to furnish the City with all materials, equipment and services for providing dead animal reporting, removal and disposal on public streets, property and right-of-way. The City and D.A.R. both desired to memorialize the ongoing arrangement and as such have entered into an agreement covering calendar years 2013 and 2014.

**DISCUSSION:**

D.A.R. provides prompt, efficient, and respectful handling of animal remains. When it was discovered that the contract had not been extended in recent years, and because of the urgent need for such services, and the positive experience with D.A.R., it was deemed best to contract with them for said services, and re-examine the contract in the summer of 2014, and the City Manager executed the agreement accordingly.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action. The contract maintains the same cost currently accounted for in the adopted Fiscal Year 2014 and 2015 budgets.

**DEPARTMENT RECOMMENDATION:**

Staff recommends City Council adopt resolution 2013-7358 ratifying the City Manager's signature on the agreement with D.A.R. Contractors for the provision of dead animal removal services within any public streets, properties and right-of-ways in the City of Imperial Beach.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7358
2. Agreement for Dead Animal Removal Between D.A.R. Contractors and the City of Imperial Beach

**RESOLUTION NO. 2013-7358**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, RATIFYING THE CITY MANAGER'S SIGNATURE ON AN AGREEMENT WITH D.A.R. CONTRACTORS FOR DEAD ANIMAL REMOVAL SERVICES ON PUBLIC STREETS, PROPERTIES AND RIGHT-OF-WAYS IN THE CITY OF IMPERIAL BEACH**

**WHEREAS**, on September 19, 1997, CITY and PROVIDER previous entered into an agreement, with two separate amendments, for deal animal removal services; and

**WHEREAS**, pursuant to the Previous Agreement, PROVIDER has continued to furnish to the CITY all materials and equipment necessary for, or incidental to, providing dead animal reporting, pick-up, removal and disposal services on public streets, property and right-of-ways; and

**WHEREAS**, CITY and PROVIDER desire to enter into this Agreement to memorialize the ongoing arrangement between the parties.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach ratifies the City Manager's signature on the agreement with D.A.R. Contractors to continue to provide Animal Control Services through December 31, 2014.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17<sup>th</sup> day of July 2011, by the following vote:

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

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

**ATTEST:**

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

**AGREEMENT FOR DEAD ANIMAL REMOVAL BETWEEN D.A.R. CONTRACTORS  
AND THE CITY OF IMPERIAL BEACH**

THIS AGREEMENT, effective January 1, 2013 is made by and between the City of Imperial Beach, hereinafter referred to as "CITY" and D.A.R. Contractors, hereinafter referred to as the "PROVIDER".

**RECITALS**

**WHEREAS**, on September 19, 1997, CITY and PROVIDER previous entered into an agreement, with two separate amendments, for deal animal removal services (collectively, the "Previous Agreement");

**WHEREAS**, pursuant to the Previous Agreement, PROVIDER has continued to furnish to the CITY all materials and equipment necessary for, or incidental to, providing dead animal reporting, pick-up, removal and disposal services on public streets, property and right-of-ways; and

**WHEREAS**, CITY and PROVIDER desire to enter into this Agreement to memorialize the ongoing arrangement between the parties.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as set forth herein.

**AGREEMENT**

**I. PROVIDER'S OBLIGATIONS**

PROVIDER shall furnish all labor, materials and equipment necessary for, or incidental to, providing dead animal reporting, pick-up, removal and disposal services on public streets, property and right-of-ways.

**A. CALLS FOR SERVICE, DISPATCHING AND RECORD KEEPING**

1. PROVIDER shall maintain and provide a 24-hour, seven (7) day per week telephone number to accept calls from CITY and general public for pick-up and removal of dead animals.
2. PROVIDER will provide to the CITY a 24-hour, seven (7) day per week emergency telephone number listing supervising staff who may be called upon to expedite removal of dead animals.
3. PROVIDER shall dispatch dead animal pick-up requests on a 365 day a year, 24 hours per day, seven (7) days per week basis, including holidays.

4. PROVIDER shall maintain a log of each call received which at a minimum must contain the date, time, location, type of pick-up, animal license number (if applicable), reporting party and contact telephone number of reporting party as well as the PROVIDER'S dispatching and pick-up activity related to the call for service. The PROVIDER shall submit these logs and reports to the CITY on a monthly basis.
5. In cases where the dead animal was licensed or other identification number is evident, the PROVIDER will return the tag and/or report the identification number to the nearest San Diego County Department of Animal Control shelter within 12 hours of retrieval. PROVIDER will also notify owner of deceased animals, with license tags, of the death of their animal within 12 hours.

B. PICK-UP SERVICE

1. PROVIDER shall pick up and remove all dead animals from public streets, parks, beaches, right-of-way and other public property. Animals shall include, all animals, whether wild or tame, but not be limited to (a) all land animals, (b) all reptiles greater than (3) pounds in weight, (c) all aquatic and or marine animals less than 50 pounds in weight and (d) all birds and fowl.
2. PROVIDER will not be required to remove dead animals from private property. PROVIDER shall make available to members of the general public removal of dead animals from private property located within the City limits. Payment of fees for removal of dead animals from private property shall be the responsibility of the property owner.
3. PROVIDER shall remove dead animals that constitute a road hazard (as determined by the CITY) immediately upon notification by the CITY. The standard "immediately" shall mean removal within a four hour period from notification of pick-up request from CITY.
4. PROVIDER shall remove dead animals that do not constitute a road hazard within 24 hours of notification to PROVIDER by CITY.

C. REMOVAL, TRANSPORTATION AND STORAGE

1. PROVIDER shall maintain, at PROVIDER'S own cost, sufficient personnel, vehicles and equipment to provide dead animal pick-up, removal and disposal service to the CITY.
2. Vehicles used by the PROVIDER to transport dead animals shall be equipped with a watertight body or watertight tank within which dead animals may be transported or conveyed. Any dead animal therein shall

be covered with container lid, tarpaulin or other appropriate coverage to prevent, discharge, spillage, excessive odor or sighting of carcass from transporting vehicle.

3. Transporting vehicles shall be cleaned and disinfected on a regular basis.
4. PROVIDER shall provide interim storage of dead animals in conformance with all federal, state, and local laws and health and sanitation practices.

D. DISPOSAL

1. PROVIDER shall provide interim storage of dead animals in conformance with all federal, state, and local laws and health and sanitation practices.
2. Transporting vehicles shall be cleaned and disinfected on a regular basis.
3. PROVIDER shall not transfer, sell or turn over any animal retrieved within the CITY limits for medical or other research purposes.

E. INSURANCE

1. PROVIDER shall obtain, and during the term of the agreement maintain policies of liability, 'automobile liability, public liability, general liability and property damage insurance from an insurance company authorized to be in business in the State of California, in an insurable amount of not less than one million dollars (\$1,000,000) for each occurrence or aggregate. The CITY, County of San Diego and the San Diego Unified Port District shall be named as an additionally insured on such policies. PROVIDER shall furnish certificate of said insurance for the PROVIDER and any subcontractors to CITY prior to commencement of work.
2. PROVIDER shall procure a policy of Worker's Compensation Insurance for all employees employed by the PROVIDER as required by the Labor Code of the State of California. The PROVIDER shall require any subcontractor to maintain such insurance for its employees. PROVIDER shall furnish certificate of said insurance to the CITY prior to commencement of work.
3. The insurance policies shall contain an endorsement providing that written notice shall be given to the CITY at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage of the policy.

F. LICENSES

1. PROVIDER must possess and maintain a valid "Dead Hauler's" license issued by the State of California, Department of Food and Agriculture and any other license that may be required by State or Federal Law.

2. PROVIDER must possess and maintain a valid City of Imperial Beach business License.
3. Any subcontractor must also possess and maintain valid appropriate licenses.

G. SUBCONTRACTORS

If PROVIDER subcontracts any of the work to be performed under this AGREEMENT, PROVIDER shall be as fully responsible to the CITY for the acts and omissions of PROVIDER'S subcontractors and for the persons either directly or indirectly employed by the subcontractors, as PROVIDER is for the acts and omissions of persons directly employed by the PROVIDER. Nothing contained in the AGREEMENT shall create any contractual relationship between any subcontractor of PROVIDER and the CITY. PROVIDER shall bind every subcontractor to the terms of the AGREEMENT applicable to dead animal pick-up, removal and disposal services.

**II. TERMS AND CANCELLATION RIGHTS**

- A. This AGREEMENT shall be effective on and from January 1, 2013.

1. PROVIDER shall commence the performance of the services on January 1, 2013 and shall continue such services until December 31, 2014.

B. TERMINATION OF AGREEMENT FOR CONVENIENCE

Either party may terminate this AGREEMENT at any time for any reason, by giving specific notice of such termination and specifying the effective- date thereof, at least thirty (30) days before the effective date of such termination. If the AGREEMENT is terminated by the CITY as provided for in this paragraph, the PROVIDER shall be entitled to receive just and equitable compensation for all services performed prior to the effective date of such termination.

C. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, either party shall substantially fail to fulfill- in a timely and proper manner any obligation under this AGREEMENT, or violate any of its covenants, agreements or conditions the parties shall have the right to terminate this AGREEMENT by giving written notification of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. If the AGREEMENT is terminated by the CITY as provided for in this paragraph, the PROVIDER shall be entitled to receive just and equitable compensation for all services performed prior to the effective date of such termination.

D. NOTICE

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

City Manager  
City of Imperial Beach  
825 Imperial Beach Boulevard  
Imperial Beach, CA 91932

D.A.R. Contractors  
Sandra S. Ramey  
P.O. Box 1666  
Lakeside, CA 92040

III. **PAYMENT FOR SERVICES**

A. FEES

1. Payment to PROVIDER to render the PROVIDER'S OBLIGATIONS herein shall be a flat **monthly** fee of three hundred forty seven dollars (\$347.00).
2. The PROVIDER must submit a monthly invoice, payable within 30 days, to the City of Imperial Beach, Administrative Services Department, on or before the 15<sup>th</sup> day of the succeeding month.

City of Imperial Beach  
Administrative Services Department  
825 Imperial Beach Boulevard  
Imperial Beach, CA 91932

B. DEDUCTIONS FOR NON-PERFORMANCE

1. Failure to meet the performance standards as defined in PROVIDER'S OBLIGATIONS of this AGREEMENT shall result in deductions from the monthly consideration paid by the CITY to the PROVIDER at the following schedule:
  - a. CITY will provide PROVIDER with a specific written complaint and PROVIDER will respond to complaint, in writing, within five (5) working days. Complaint and response will be reviewed by CITY'S designated contract coordinator before deductions are made to monthly

compensation. The decision of the contract coordinator regarding such deductions shall be final.

- b. Documented failure to meet the time frame for removal of dead animals from public property or right-of-way, as specified in PROVIDER'S OBLIGATIONS of this AGREEMENT, shall result in a ten dollar **(\$10.00) deduction per occurrence from the monthly compensation paid to the PROVIDER** for service.

C. SURCHARGE AND ADDITIONAL SERVICE CHARGES

Aquatic and/or marine animals removed from CITY maintained beaches will have a surcharge of \$50 for animals over 50 pounds but under 250 pounds, \$125 if over 250 pounds but under 500 pounds, and a surcharge negotiated per incident if over 500 pounds.

**IV. WAIVER**

The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this AGREEMENT, nor shall it be considered a waiver by it of any other covenant, condition or promise. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided in this AGREEMENT shall not be a waiver of any consistent remedy provided by law, and any provisions of this AGREEMENT for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

**V. CONSTRUCTION**

A. ENTIRE AGREEMENT

This AGREEMENT supersedes any prior agreement and contains the entire AGREEMENT of the parties on the matters covered. No other AGREEMENT, statement or promise made by any party or by any employee, officer or agent of any party that is not in writing and signed by all parties shall be binding.

B. AMENDMENT

This AGREEMENT may only be amended by the written consent of all the parties at the time of such amendment.

C. GOVERNING LAW

This AGREEMENT has been executed in and shall be governed by the laws of the State of California.

D. INVALIDITY

If any term, covenant, condition or provisions of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

E. INTERPRETATION OF AGREEMENT

This AGREEMENT shall be construed as a whole and in accordance with its fair meaning. Captions and organizations are for convenience and shall not be used in construing meaning.

F. NO STRICT CONSTRUCTION

This AGREEMENT shall not be strictly construed against a party hereto.

G. AUTHORITY

The CITY and PROVIDER represent that the individuals signing this AGREEMENT have full right and authority to bind their respective parties to this AGREEMENT.

H. BEST EFFORTS AND COOPERATION

The parties promise to use their best efforts to satisfy all conditions to this AGREEMENT and to take all further steps and execute all further documents reasonably necessary to put this AGREEMENT into effect.

**VI. INDEPENDENT CONTRACTOR**

PROVIDER and any subcontractors employed by PROVIDER shall be independent contractors and not agents of CITY hereunder. Any provisions in this AGREEMENT that may appear to give CITY the right to direct PROVIDER or subcontractor as to the details of doing the work or to exercise a measure of control over the work means that PROVIDER shall follow the direction of the CITY as to end results of the work only.

## **VII. HOLD HARMLESS**

PROVIDER agrees to indemnify and save CITY, its elected officials, officers, agents and employees harmless from any and all liability, claims, damages, or injuries to any person, including injury to PROVIDER'S employees, and all expenses of investigating and defending against same which arise from or are connected with PROVIDER'S performance of or failure to perform the work or other obligations of this AGREEMENT, or are caused or claimed to be caused by the negligence act of PROVIDER'S agents or employees.

## **VIII. ARBITRATION**

Claims, disputes and other matters in question between the parties to this AGREEMENT arising out of or relating to this AGREEMENT or the breach thereof, may be decided by arbitration if both parties to this AGREEMENT consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

No arbitration arising out of or relating to this AGREEMENT, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by PROVIDER, CITY and any other person sought to be joined.

(Any consent to arbitration involving an additional person shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This AGREEMENT to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this AGREEMENT shall be specifically enforceable under the prevailing law.

Notice of the demand for arbitration is to be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The provisions of this AGREEMENT are agreed to by the undersigned representatives of the City of Imperial Beach and D.A.R. Contractors.

**CITY OF IMPERIAL BEACH**  
Signature on File



Signature

GARY BROWN

Printed Name

Title: CITY MANAGER

Date: 6/13/13

**D.A.R. CONTRACTORS:**  
Signature on File



Signature

Sandra Ramey

Printed Name

Title: owner

Date: 6/13/13



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: JULY 17, 2013

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

SUBJECT: ADOPT RESOLUTION NO. 2013-7362 AUTHORIZING THE CITY MANAGER TO RATIFY AND APPROVE AN AGREEMENT WITH KEENAN & ASSOCIATES FOR A HEALTH CARE REFORM IMPACT STUDY

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**BACKGROUND:**

In March 2010, President Obama signed a comprehensive health reform, the Patient Protection and Affordable Care Act (ACA), into law. Many provisions of the ACA that are designed to promote expanded, affordable health coverage become effective beginning in 2014. These include provisions for shared responsibility for employers regarding health coverage, coverage to be offered by State Exchanges, premium tax credits to assist individuals in purchasing coverage through State Exchanges, and related provisions. Section 4980H was added to the ACA code which applies to "applicable large employers" (generally, employers who employed at least 50 full-time employees, including full-time equivalent employees, on business days during the preceding calendar year). Generally, 4980H provides that an applicable large employer is subject to an assessable payment if either (1) the employer fails to offer to its full-time employees and their dependents the opportunity to enroll in minimum essential coverage under an eligible employer-sponsored plan and any full-time employee is certified to receive a premium tax credit or cost-sharing reduction, (2) the employer offers its full-time employees and their dependents the opportunity to enroll in minimum essential coverage and one or more full-time employees is certified to receive a premium tax credit or cost-sharing reduction. Section 4980H provides that a full-time employee with respect to any month is an employee who is employed on average at least 30 hours of service per week or 130 hours per month.

**DISCUSSION:**

Per the requirement of the ACA, the City has the responsibility of offering all full-time employees affordable health coverage. In order to determine which employees meet the definition, the City contracted with Keenan & Associates to conduct a "Health Care Reform Impact Study" of its own workplace. The "Health Care Reform Impact Study" will identify employees who may qualify for coverage under the ACA.

**ENVIRONMENTAL IMPACT**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The "Health Care Reform Impact Study" will cost \$11,500. Payment will be made in two installments. The City has paid \$5,750 for the first installment and there is a \$5,750 due at the conclusion of the project.

**DEPARTMENT RECOMMENDATION:**

Adopt Resolution No. 2013-7362 ratifying and approving an agreement with Keenan & Associates for a Health Care Reform Impact Study, retroactive June 21, 2013.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department's recommendation.

Attachments:

1. Resolution 2013-7362
2. Professional Services Agreement with Keenan & Associates

**RESOLUTION NO. 2013-7362**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH RATIFYING AND APPROVING AN AGREEMENT WITH KEENAN & ASSOCIATES FOR A HEALTH CARE REFORM IMPACT STUDY**

**WHEREAS**, in March 2010, President Obama signed a comprehensive health reform, the Patient Protection and Affordable Care Act (ACA), into law; and

**WHEREAS**, section 4980H was added to the ACA code which applies to “applicable large employers” (generally, employers who employed at least 50 full-time employees, including full-time equivalent employees, on business days during the preceding calendar year); and

**WHEREAS**, section 4980H provides that a full-time employee with respect to any month is an employee who is employed on average at least 30 hours of service per week or 130 hours per month; and

**WHEREAS**, per the requirement of the ACA, the City has the responsibility of offering all full-time employees affordable health coverage. In order to determine which employees meet the definition, the City contracted with Keenan & Associates to conduct a “Health Care Reform Impact Study” of its own workplace; and

**WHEREAS**, the “Health Care Reform Impact Study” will cost \$11,500.

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

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

Section 2: The City Manager’s June 21, 2013 execution of the agreement with Keenan & Associates for a Health Care Reform Impact Study, is hereby ratified in full as if the City Council has approved and executed it.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17 day of July 2013, by the following vote:

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

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

**ATTEST:**

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



City of Imperial Beach  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**FOR HEALTH CARE REFORM IMPACT STUDY**

This Agreement, entered into this 21 day of June, 2013, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and KEENAN & ASSOCIATES (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

**RECITALS**

WHEREAS, CITY desires to hire a consultant to provide expertise and guidance related to compliance with the Affordable Care Act (ACA) requirements and employee benefits; and

WHEREAS, CONSULTANT provides public agencies with solutions related to employee benefit obligations, including compliance with the ACA; and

WHEREAS, CITY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

**Section 1. EMPLOYMENT OF CONSULTANT.**

CITY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

**Section 2. SCOPE OF SERVICES AND COMPENSATION.**

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled "Health Care Reform Impact Study Addendum" and Exhibit "B" entitled "Workforce Analysis Addendum, attached hereto and made a part hereof.
- B. In the event of any conflict between the Agreement and Exhibit A or Exhibit B, the terms of the Agreement shall control.
- C. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- D. Any dispute with Milliman over the Health Care Reform Impact Study, such dispute will be arbitrated in accordance with paragraph 7 of Exhibit A, the Health Care Reform Impact Study Addendum.

- E. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.
- F. CONSULTANT shall be compensated a total amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) as indicated in Exhibit C entitled "March 29, 2013 Proposal", for basic services rendered under this Agreement, as more particularly described in Exhibit A. The first installment of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) (the "FIRST INSTALLMENT") shall be paid to CONSULTANT within thirty days of the effective date of this Agreement. CONSULTANT shall invoice CITY for the second installment of the remainder amount totaling Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) (the "SECOND INSTALLMENT") after the services outlined in Exhibit A are completed to the reasonable satisfaction of the CITY. CONSULTANT shall not be compensated for services beyond the scope of Exhibit A unless agreed to in writing by the CITY.
- G. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

### **Section 3. PROJECT COORDINATION AND SUPERVISION.**

The City Manager is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement.

### **Section 4. LENGTH OF CONTRACT.**

The contract between CONSULTANT and CITY will be terminated upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT'S own risk and as a volunteer unless said professional services are so authorized.

Any delay occasioned by causes beyond the control of CONSULTANT may be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and determine whether an extension of time for the completion of the professional services is justified by the circumstances.

## **Section 5. CHANGES.**

If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed by both parties before performance of such services or CITY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

## **Section 6. OWNERSHIP OF DOCUMENTS.**

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall be considered the property of CITY. CONSULTANT may retain such copies of said documents and materials as desired, but shall deliver all original materials to CITY.

## **Section 7. AUDIT OF RECORDS.**

7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this Agreement and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

## **Section 8. PUBLICATION OF DOCUMENTS.**

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

## **Section 9. COVENANT AGAINST CONTINGENT FEES.**

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **Section 10. NO ASSIGNMENTS.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which Agency, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

## **Section 11. INDEPENDENT CONTRACTOR.**

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

## **Section 12. LICENSES, PERMITS, ETC.**

CONSULTANT represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the services as set forth in this Agreement. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession.

## **Section 13. INSURANCE.**

CONSULTANT shall maintain, during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law. Upon request, CITY shall be provided with satisfactory evidence that premiums have been paid and shall deliver to CITY certificates of insurance and endorsements as to each policy. Each certificate of insurance shall provide that the policy will not be materially altered or cancelled without first giving 10 days written notice to the CITY by certified mail. Coverage shall include appropriate waivers of subrogation as to the City. CONSULTANT agrees to this requirement irrespective of any other similar obligation imposed on others and CONSULTANT agrees to do so in conformity with the requirements set forth herein including those requirements set forth for certificates of insurance.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and sub Contractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

#### **Section 14. CONSULTANT NOT AN AGENT.**

Except as CITY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

#### **Section 15. INDEMNITY.**

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

#### **Section 16. TERMINATION.**

CITY may terminate this Agreement at any time by giving ten (10) days' written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made. In the reasonable discretion of the CITY, at time of termination, should the proportion of work completed be less than the payment of the FIRST INSTALLMENT, CONSULTANT shall reimburse the CITY the corresponding percentage from the FIRST INSTALLMENT.

Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

#### **Section 17. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

## **Section 18. GENERAL CONDITIONS.**

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY.

## **Section 19. OFFICE SPACE AND CLERICAL SUPPORT.**

Consultant shall provide its own office space and clerical support at its sole cost and expense.

## **Section 20. SUBCONTRACTORS.**

20.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

## **Section 21. CONFIDENTIAL RELATIONSHIP.**

CITY may from time to time communicate to CONSULTANT certain information to enable Consultant to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

**Section 22. MEDIATION.**

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the parties may, but are not required to, agree to submit such dispute to mediation. If both Parties agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

**Section 23. NOTICES.**

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

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

Steven Gedestad  
Municipality Project Leader  
Keenan & Associates  
P.O. Box 4328  
Torrance, CA 90510

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

**Section 24. CALIFORNIA LAW; VENUE.**

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

**Section 25. ENTIRE AGREEMENT.**

This Agreement, and its Attachments and Exhibits, set forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. The following attachments are a part of this Agreement: Exhibit A, B and C. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

**Section 26. SEVERABILITY.**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

**Section 27. TIME IS OF ESSENCE.**

Time is of the essence for each and every provision of this agreement that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

**Section 28. COMPLIANCE WITH LAW.**

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

**Section 29. STATEMENT OF EXPERIENCE.**

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.**

During the term of this Agreement, CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. Specifically, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

**Section 31. RESPONSIBILITY FOR EQUIPMENT.**

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**Section 32. NO WAIVER.**

No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

**Section 33. DRAFTING AMBIGUITIES.**

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

**Section 34. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**Section 35. EXHIBITS INCORPORATED.**

Exhibits "A", "B" and "C" are incorporated into the Agreement by this reference.

**Section 36. SIGNING AUTHORITY.**

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF IMPERIAL BEACH,  
A municipal corporation

Signature on File  


Gary Brown  
City Manager

CONSULTANT/CONSULTANT

Signature on File  


Steve Gedestad  
Municipality Project Leader

APPROVED AS TO FORM:

Signature on File  


FOR Jennifer Lyon  
City Attorney

## EXHIBIT A

### HEALTHCARE REFORM IMPACT STUDY ADDENDUM

This Addendum ("Addendum") supplements and is made a part of the Agreement (the "Agreement") pursuant to which Keenan & Associates ("Keenan") provides employee benefits broker and/or consulting services for the benefit of City of Imperial Beach ("Client").

WHEREAS, Keenan and Client have entered into a business relationship wherein Keenan acts as the broker and/or consultant for one or more of Client's employee benefits programs; and

WHEREAS, Keenan is working with Milliman, Inc. to provide Keenan Clients with access to Milliman's exclusive Healthcare Reform Impact Study ("Impact Study"),

WHEREAS, Client desires to acquire an Impact Study analysis of its own workplace.

NOW, THEREFORE, Keenan and Client hereby confirm the terms under which the Impact Study will be provided and agree as follows:

1. Client's purchase of the Impact Study to be conducted by Milliman is distinct and apart from the services that Keenan has previously committed to provide pursuant to the Agreement.
2. Keenan has been designated, under separate agreement with Milliman to perform certain data collection and preparation services that are necessary for the performance of the Impact Study analysis. If Milliman were to perform the data collection and preparation without the assistance of Keenan, Milliman's fee for the Impact Study would increase significantly.
3. The Impact Study is being purchased in conjunction with Keenan's Workforce Analysis. The price quoted in the Workforce Analysis Addendum is for both the Impact Study and the Workforce Analysis. Payment will be made in two equal installments. The first installment will be due before work begins. Keenan will invoice Client for the second installment after the report is delivered. Payment shall be due 30 (thirty) days following receipt of Keenan's invoice. Interest on any late payment shall accrue, as of the date of Keenan's original invoice, at the rate of 1 ½ percent per month, or the maximum interest rate permitted by applicable law, whichever is lower.
4. Included in the Impact Study are:
  - a. One Impact Study and written Impact Study report with 2 iterations before initial written report is completed (Additional iterations after the written report is provided will be available at an additional fee);
  - b. Keenan's data collection and preparation services; and
  - c. Presentation of report results to the Client.

Additional Impact Studies or additional iterations after delivery of the initial Impact Study Report) shall be made available at an additional fee.

5. Client shall provide to Keenan and Keenan shall transmit to Milliman such data regarding Client's employees and benefit plans that are required for the performance of the Impact Study. Client will provide all requested data in the required format. Additional fees will apply and report delivery will be delayed if information is not provided in the format requested by Keenan. Client understands that Keenan and Milliman shall rely on the data as provided by Client and that no independent verification of the data shall be performed. Client shall be solely responsible for any errors or omissions in the data as provided to Keenan.
6. With respect to their services related to the Impact Study, neither Keenan, Milliman, nor their respective officers, directors, agents and/or employees, shall be liable to Client, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of \$10,000.00. In no event shall either Keenan or Milliman be liable for lost profits of Company or any other type of incidental or consequential damages
7. Any dispute or claim, with or against Keenan, Client or Milliman arising out of or relating to this Addendum or Impact Study which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediation. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration in accordance with JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. The arbitrators shall have a background in actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Milliman and Keenan and their respective agents, employees and officers. The site of the arbitration shall be in Los Angeles, California. A judgment of any court having jurisdiction may be entered upon the award
8. Client agrees that the Impact Study is Milliman's work product and is prepared solely for the internal business use of the Client. The Impact Study may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.

9. Each person signing this Addendum on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Addendum is binding on and enforceable against such party.

<u>CITY OF IMPERIAL BEACH</u>		<u>KEENAN &amp; ASSOCIATES</u> ✓	
<u>Signature:</u>	Signature on File	<u>Signature:</u>	Signature on File
<u>By:</u>	Gary R. Brown	<u>By:</u>	X Steve Godstad
<u>Title:</u>	City Manager	<u>Title:</u>	Municipalities Practice Leader
<u>Address:</u>	825 Imperial Beach Blvd Imperial Beach CA 91932	<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501
<u>Date:</u>	6/21/13	<u>Date:</u>	

## EXHIBIT B

### WORKFORCE ANALYSIS ADDENDUM

This Addendum ("Addendum") supplements and is made a part of the Agreement (the "Agreement") pursuant to which Keenan & Associates ("Keenan") provides employee benefits broker and/or consulting services for the benefit of City of Imperial Beach ("Client").

WHEREAS, Keenan and Client have entered into a business relationship wherein Keenan acts as the broker and/or consultant for one or more of Client's employee benefits programs;

WHEREAS, Keenan has developed and is making available to its clients the Workforce Analysis ("Analysis"), described in greater detail in Exhibit A, which has been designed to assist clients in identifying employees who may qualify for coverage under the Affordable Care Act ("ACA"); and

WHEREAS, Client desires to purchase the Analysis.

NOW, THEREFORE, Keenan and Client hereby confirm the terms under which the Analysis will be provided and agree as follows:

1. Definitions:
  - a. **Measurement Period** is the period of time for which the Analysis will be conducted.
  - b. **Administrative Period** is the time directly following the Measurement Period in which the employer determines those employees who are eligible for employer sponsored insurance.
  - c. **Stability Period** is the time during which an employer is required to offer coverage to all employees who were determined to be eligible for benefits based on their work history during the Measurement Period.
2. Keenan shall prepare one Analysis and one Analysis report based on payroll data to be submitted by Client to Keenan.
3. It is agreed that the Analysis is distinct and separate from the services that Keenan has previously committed to provide pursuant to the Agreement and are not included in the price for services under the Agreement.
4. The Analysis is being purchased in conjunction with the Milliman Healthcare Reform Impact Study ("Impact Study"). The price for both the Impact Study and the Analysis is \$11,500. Additional charge will apply if the Client requests a re-run of the Analysis due to change in payroll data, Measurement Period, Administrative Period, Stability Period, or any other relevant data to the Analysis.
5. Payment will be made in two installments. The first installment of \$5,750 will be due before work begins. Keenan will invoice Client for the second installment after the report is delivered. Payment shall be due thirty (30) days following receipt of Keenan's invoice. Interest on any late payment shall accrue, as of the date of Keenan's original

invoice, at the rate of 1 ½ percent per month, or the maximum interest rate permitted by applicable law, whichever is lower.

6. Client shall provide a minimum of fifteen (15) months payroll data and such other information needed by Keenan for the performance of the Analysis. The amount of information necessary for the Analysis will depend upon the length of the Measurement Period and Administrative Period. Client will provide all requested data in the mutually agreed upon format. Additional fees may apply and the Analysis report delivery will be delayed if information is not provided in the format requested by Keenan.
7. Client understands that Keenan shall rely on the data as provided by Client and that no independent verification of the data shall be performed. Client shall be solely responsible for any errors or omissions in the data as provided to Keenan. Client understands that the validity of the Analysis will be compromised if the data submitted to Keenan is incorrect or incomplete.
8. It is understood that the Analysis is being performed to assist Client in identifying those employees that may be eligible for coverage under ACA. Findings will reflect the data that were provided to Keenan and the status of the law as of the date that the Analysis was performed. No representation is made regarding the validity of the findings in the event of changes in Client's workforce, ACA, or any other law or regulation.
9. It is further understood that the Analysis only provides a preliminary evaluation of Client's workforce or and is not intended to determine or assess compliance with any law and/or regulation, and that the Analysis findings are not to be submitted to the Internal Revenue Service as evidence of Client's compliance with ACA.
10. It is understood that the Analysis is not a determination as to whether the Client has met the "affordability" or "minimum value" standards required under ACA.
11. Keenan is an insurance brokerage and consulting services firm. It is not a law firm or an accounting firm. The synopsis of the ACA requirements contained in the Analysis report is provided as background information for the report findings. It is not a legal opinion as to Client's responsibilities under ACA and is not intended to replace the advice of Client's legal counsel regarding the interpretation and application of ACA to its operations.
12. With respect to the performance of the Analysis, Client Agrees that neither Keenan or any of its officers, directors, agents and/or employees, shall be liable to Client, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of \$10,000. In no event shall Keenan be liable for any fine, penalty or any other type of incidental or consequential damages.
13. Any dispute or claim, with or against Client and Keenan arising out of or relating to this Addendum or Workforce Analysis which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediation. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration in accordance

with JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. The arbitrators shall have a background in actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective agents, employees and officers. The site of the arbitration shall be in San Diego, California. A judgment of any court having jurisdiction may be entered upon the award

14. Client agrees that the Analysis is Keenan's work product and is prepared solely for the internal business use of the Client. The Analysis may not be provided to third parties without Keenan's prior written consent. Keenan does not intend to benefit any third party recipient of its work product, even if Keenan consents to the release of its work product to such third party.
15. Each person signing this Addendum on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Addendum is binding on and enforceable against such party.

<u>CITY OF IMPERIAL BEACH</u>		<u>KEENAN &amp; ASSOCIATES</u>	
<u>Signature:</u>	Signature on File	<u>Signature:</u>	Signature on File
<u>By:</u>	Gary R. Brown	<u>By:</u>	Steve Gedestad
<u>Title:</u>	City Manager	<u>Title:</u>	Municipality Practice Leader
<u>Date:</u>	6/21/13	<u>Date:</u>	6/24/13

## DESCRIPTION OF THE KEENAN WORKFORCE ANALYSIS

Each Analysis shall review Client's payroll data over a specific time period ("Measurement Period") designated by Client. If Client does not designate a Measurement Period for ongoing or new employees, Keenan will perform the Analysis based upon one default Measurement Period selected by Keenan. Keenan will also calculate (without the full Analysis) the total number of FTE's & non-FTE's for other Measurement Period scenarios. Client may also designate the Stability Period and Administrative Periods to be used in the Analysis. If the Client does not designate an Administrative Period or Stability Period, Keenan will select one default Administrative Period and Stability Period for ongoing or new employees.

NOTE: The Analysis includes only those individuals on Client's payroll. It does not include leased employees, independent contractors or other individuals, not on Client's payroll, who may nonetheless be deemed to be "employees" under state or federal law or regulation, including, without limitation, the regulations issued by the Internal Revenue Service.

The Analysis report will

- Provide an overall statistical summary of client's workforce data, including
  - total number of FTE & non-FTE's
  - total number of other employee classifications
- Assess the average monthly work hours for non-regular FTE's
- Assist with future planning by showing the impact of Measurement Period Scenarios, Estimated Percent of Total FTE's Offered Coverage, Estimated PPACA Penalties, and Identification of Non-FTE's that may be eligible for coverage or require work schedule realignment.
- Show non-FTE workforce demographics by age/gender and average monthly work hours.
- Identify non-FTE staff working over or under 30 hours/week.

Following completion of the Analysis, Client will receive a written report of the findings of the Analysis. Keenan representatives will also present the report findings to designated Client personnel.

EXHIBIT C

*Keenan*  
CORPORATE

2355 Crenshaw Blvd.  
Suite 200  
Torrance, CA 90501  
P.O. Box 4328  
Torrance, CA 90510

310 212-3344  
310 212-0354 fax Corp.  
www.keenan.com  
License No. 0451271

March 29, 2013

Mr. Gary Brown  
City Manager  
City of Imperial Beach  
Civic Center  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932

Dear Mr. Brown:

We are pleased to present a proposal to assist the City of Imperial Beach assess its obligations under PPACA. Keenan has developed a Comprehensive Health Care Reform Solution Report. The report has three parts that include:

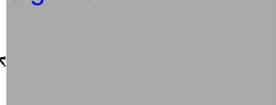
- Compliance Analysis and Guidance
- Financial Decision Tools
- Workforce Analysis and Employee Tools

The attached PowerPoint provides some detail of the material contained in the report. The cost of the project and scope are described in the addendum.

We look forward to working with you on this project.

Sincerely,

Signature on File



Steve Gedestad  
Municipality Project Leader

cc: Greg Wade, Imperial Beach  
Erika Cortez, Imperial Beach  
Cindy Titgen, Consultant  
Rachel Lickley, Keenan and Associates

Mr. Gary Brown  
March 29, 2013  
Page - 2 -

### **Addendum**

1. The fees for the services to be provided under this project are \$11,500 with half due at the start of the project. The balance becomes due at the completion of the project.
2. In exchanged for this fee, Client shall receive the following:
  - a. One Impact Study and written Impact Study report with two iterations before initial written report is completed (Additional iterations after the written report is provided will be available at an additional fee);
  - b. One Variable Wage Analysis.
  - c. Keenan's data collection and preparation services;
  - d. Presentation of report results to the Client.

# Keenan

*Associates*

## Comprehensive Health Care Reform Solutions

*March 2013*

License No. 0451271



# Affordable Care Act (ACA)

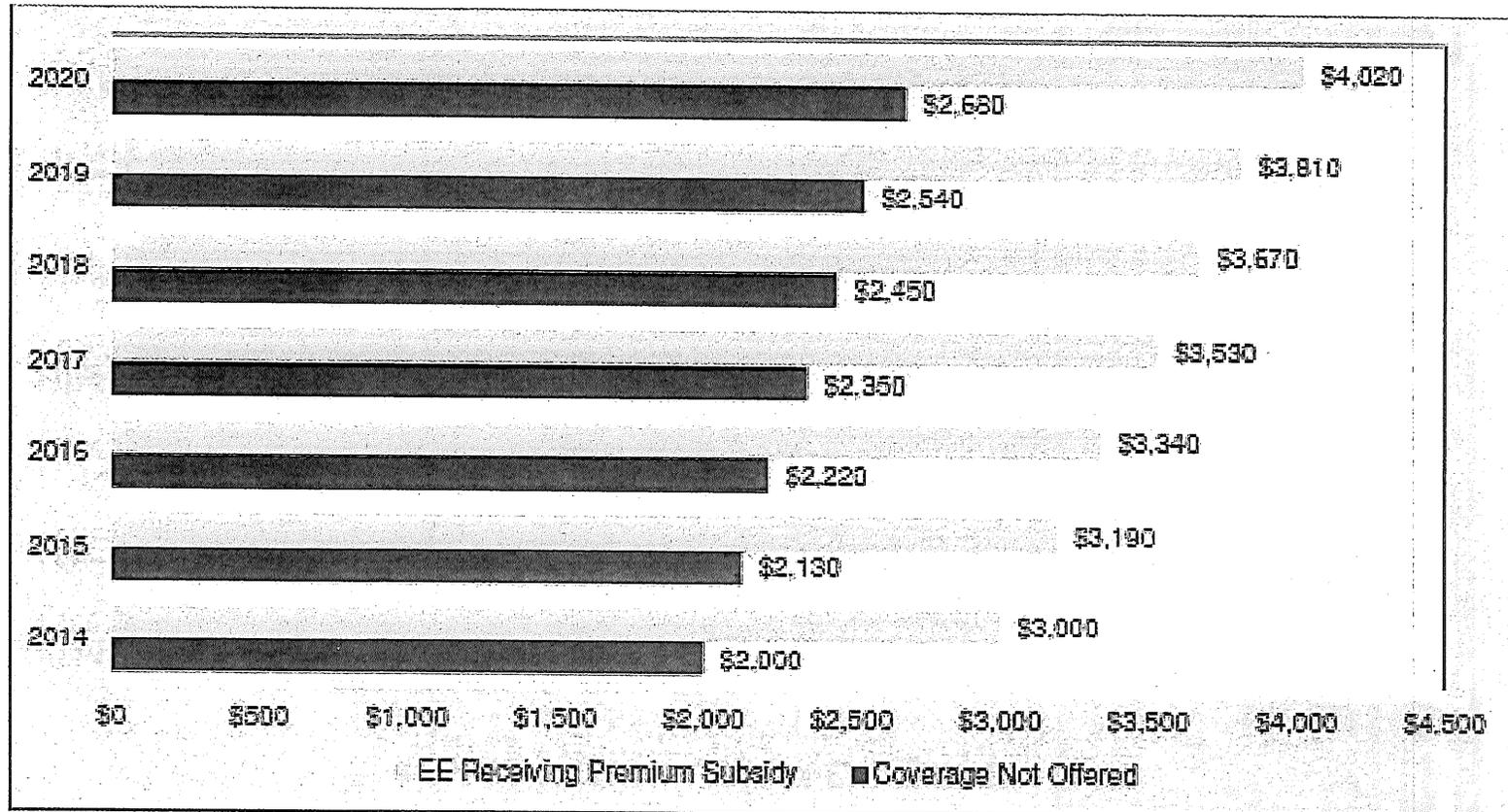
- Enacted March 23, 2010.
- Significantly extends health care coverage for millions of uninsured individuals.
- Implements expanded provisions for employer-sponsored plans and provides greater access to individual health insurance.
- Imposes new fees, taxes and penalties to finance added costs.

# ACA Major Provisions

- Individual Mandate – *Minimum Essential Coverage*
- Employer Shared Responsibility
  - Affordable (no more than 9.5% of household income *at lowest single rate w/*)
  - Minimum Value (pays at least 60% of health costs) *carried*
- Exchange Coverage (Covered California)
  - Employer does not provide “affordable” or “minimum value” coverage
  - Federal Subsidy

# Indexing of Employer Penalties

- 2014+ penalties will be indexed by the “premium adjustment percentage”.



- Future premium rates based on CMS Office of the Actuary Projections.

Sample Output from Milliman's HCR Impact Study

# California Health Care Exchange

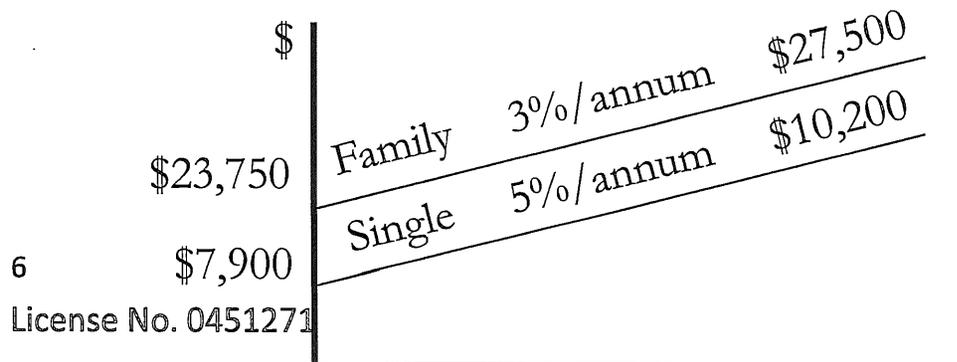
## “Covered California”

- Initially available to individuals and small groups. May open to large groups in 2017.
- One of the vehicles (with Medi-Cal) available to access Federal subsidies for coverage of low paid employees.
- Bronze, Silver, Gold, and Platinum levels of benefits, along with a catastrophic option as a single “Plan.”
- Options may include commercial health plans (including narrow network models), MediCal provider networks, Kaiser, and two “multistate plans.”
- Plan options and rates will likely vary across 19 regions.

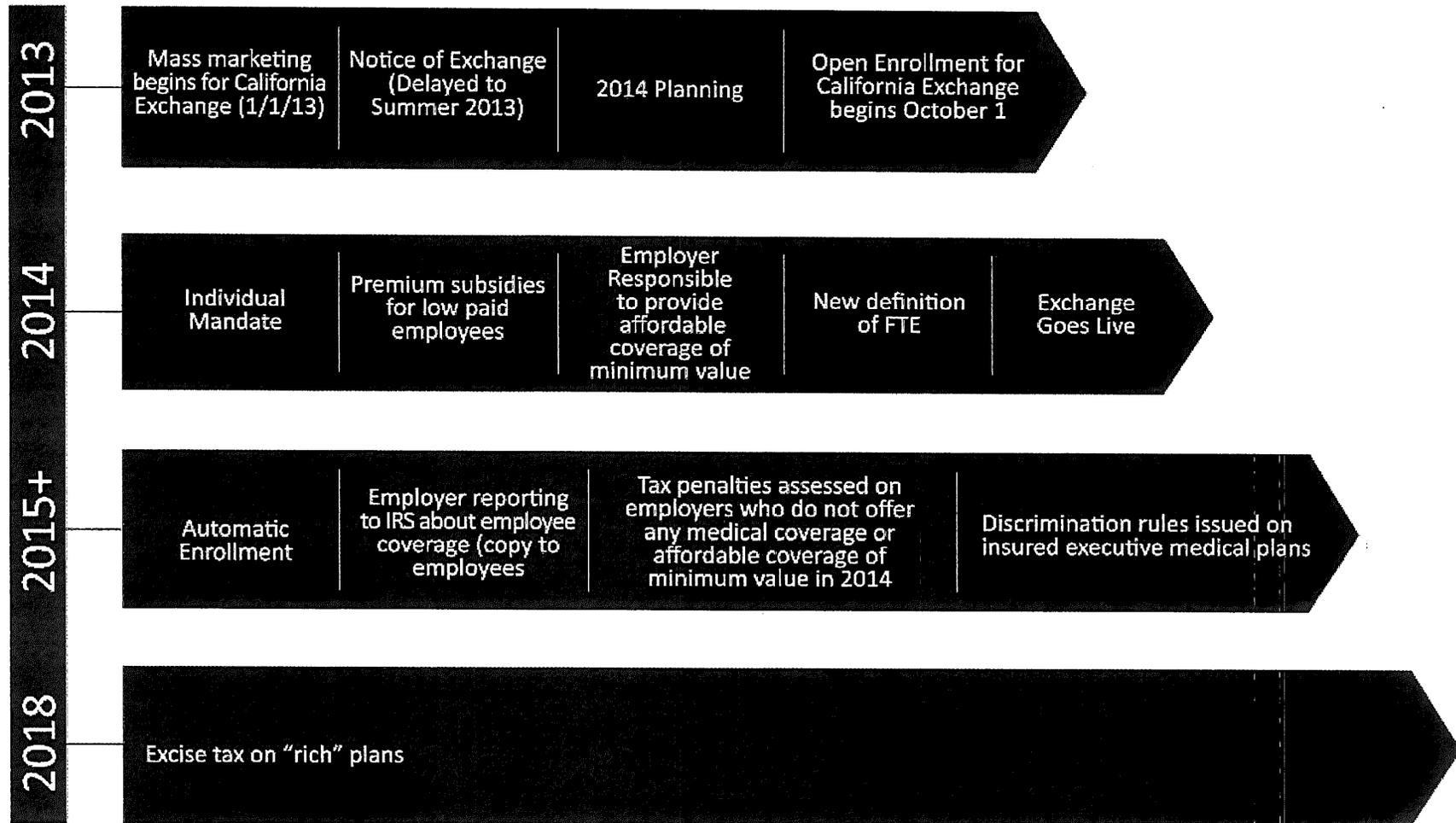
# “Cadillac” Tax

- An excise tax will be levied on ‘rich’ or ‘Cadillac’ employer sponsored medical benefit programs.
- A 40% excise tax will be imposed on “rich” plans starting 2018.
- “Rich plans” are defined as exceeding \$10,200 (single) or \$27,500 (family) in 2010 dollars, with a limited inflation adjustment factor.

Your % Trend to reach Excise Tax



# ACA Timeline of Key Events



# Comprehensive Health Care Reform Solutions



# Keenan's Comprehensive HCR Solutions

- A customer-specific employer cost projection based on:
  - your agency's health plan benefits,
  - contribution levels and
  - unique bargaining rules
- Projected costs your agency will incur associated with the provisions of the ACA.

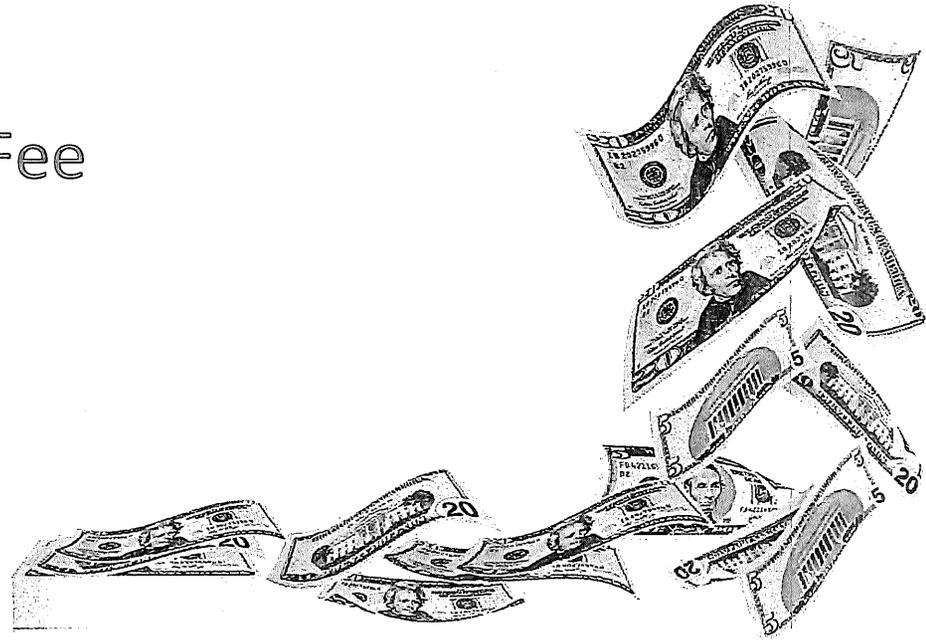
# HCR Cost Drivers

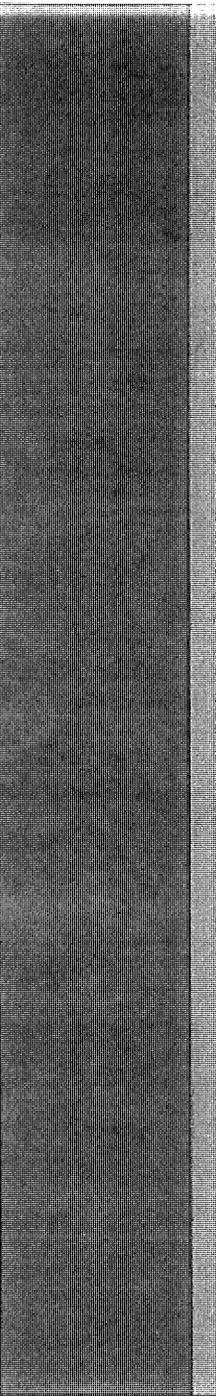
- Subsidy – Out-Migration Savings
- Medicaid – Out-Migration Savings
- Dependents to Age 26 — *does not include spouse*
- Enrollment In-Migration
- Adverse Selection — *young vs older.*
- Employer Penalties
- Benefit Mandates
- HCR Pass-Through Fees and Taxes
- Cadillac Plan Excise Tax
- Cost Shifting

# ACA Taxes and Fees

## Pass-Through Costs:

- Pharmaceutical Industry Fee
- Medical Device Manufacturer Fee
- Comparative Effectiveness Research Fee
- ACA Insurer Fee
- ACA Reinsurance Fee





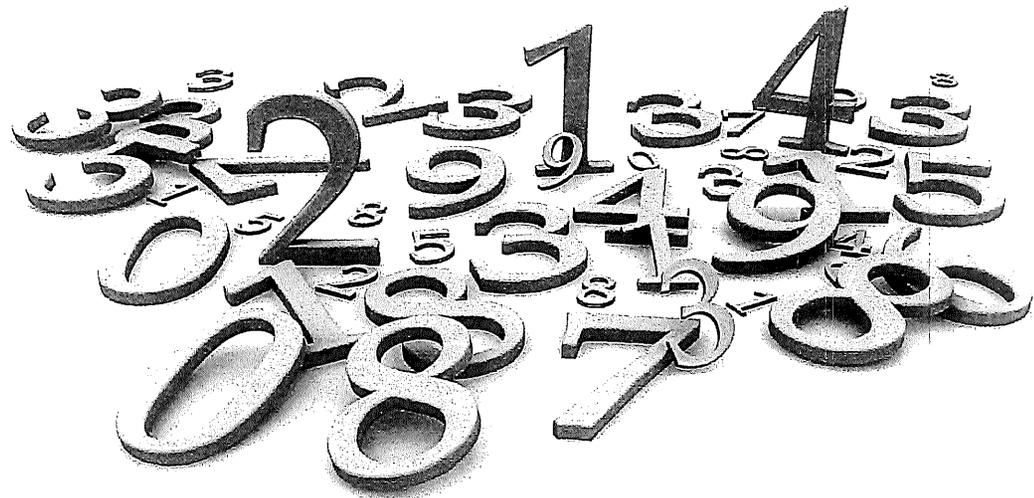
# Keenan Offers Milliman HCR Strategic Impact Study

- A customer-specific financial analysis of your agency's health plan.
- "Pay vs. Terminate" options.
- Detailed financial pro forma contrasting costs of providing current level of employer-provided benefits vs. the Covered California Exchange.

# Should You Do the Math?

## Value to All Employers

- Future **budgeting**
- **Benchmarking** relative to Exchange Plans
- **Communicate value of your plans** to employees vs. the Exchange Plans



# Should You Do the Math?

## Are you at risk for HCR liabilities?

- Low participation (high opt-out percentage)
- Not currently covering all full-time employees
- Coverage is below “minimum value”
- Coverage is “unaffordable”
- Offer plan with high benefits/low contribution
- High potential for “Cadillac” excise taxes

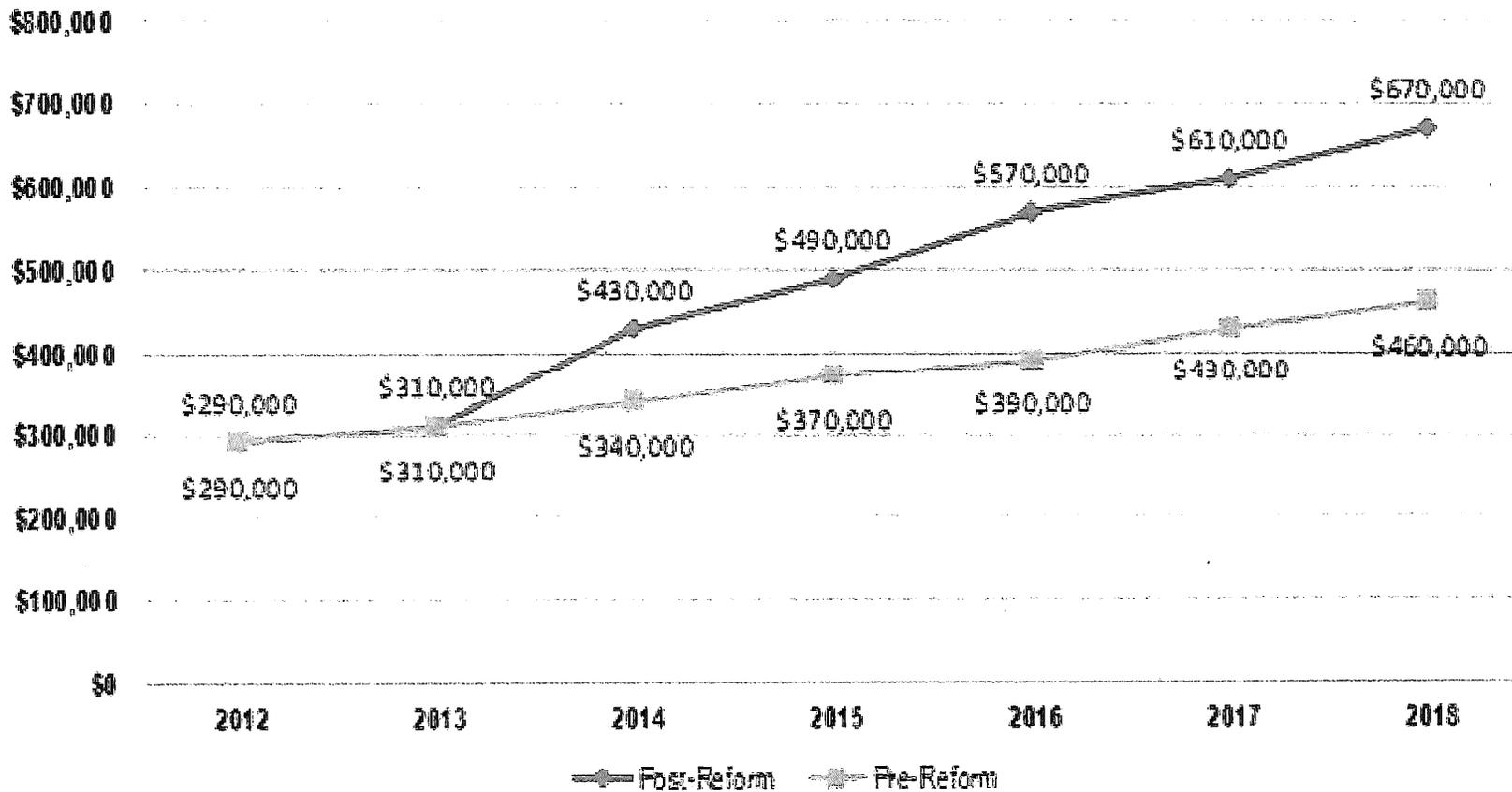
# Impact Study Objectives

- Actionable data
- Result of plan design or contribution changes
- Eligibility for Federal Subsidies
- Relative health risk of the participant pool
- Strategic opportunities



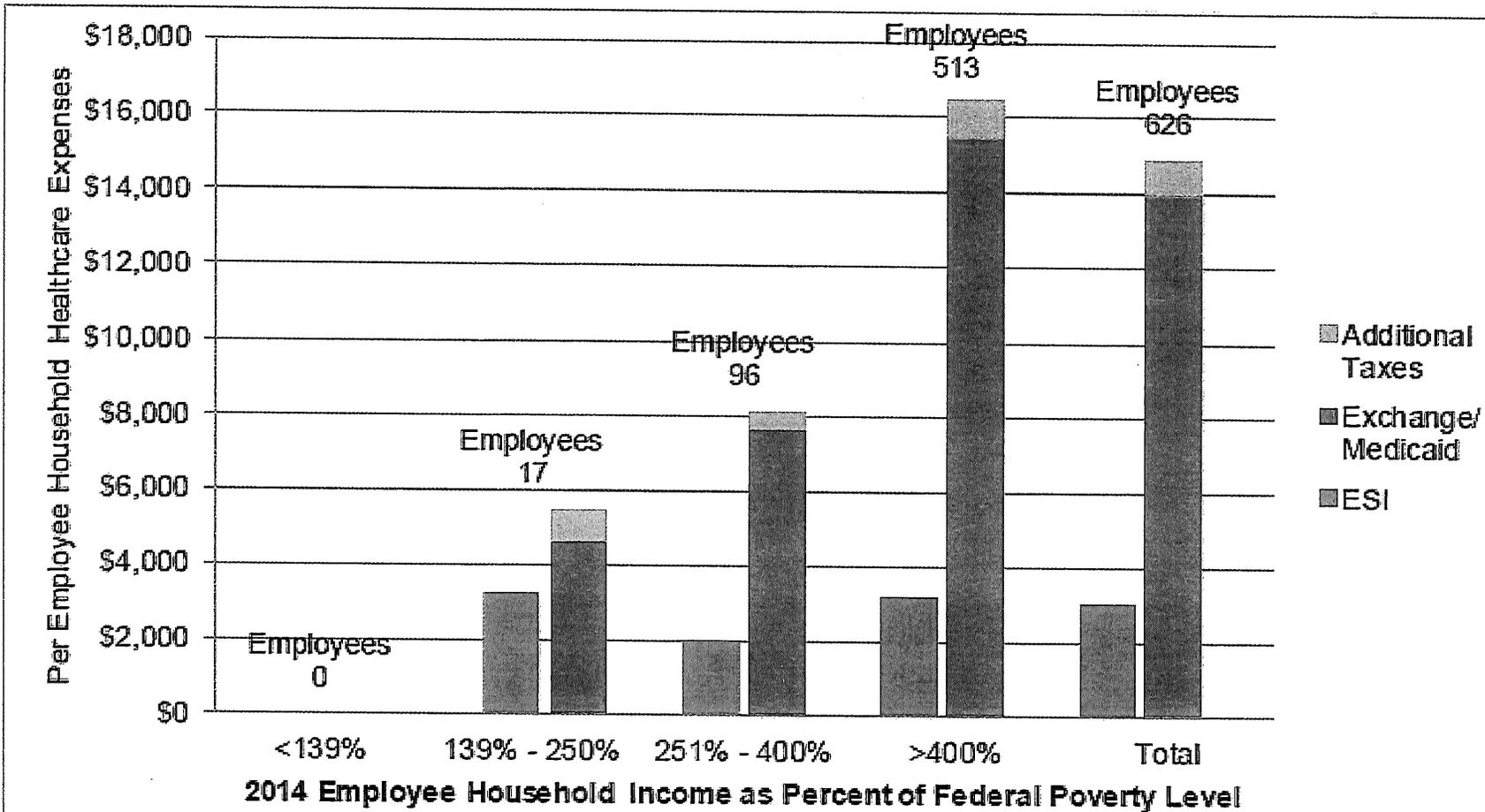
# Projected Costs: Pre-Reform vs. Post-Reform

Projected Total Health Plan Costs By Year



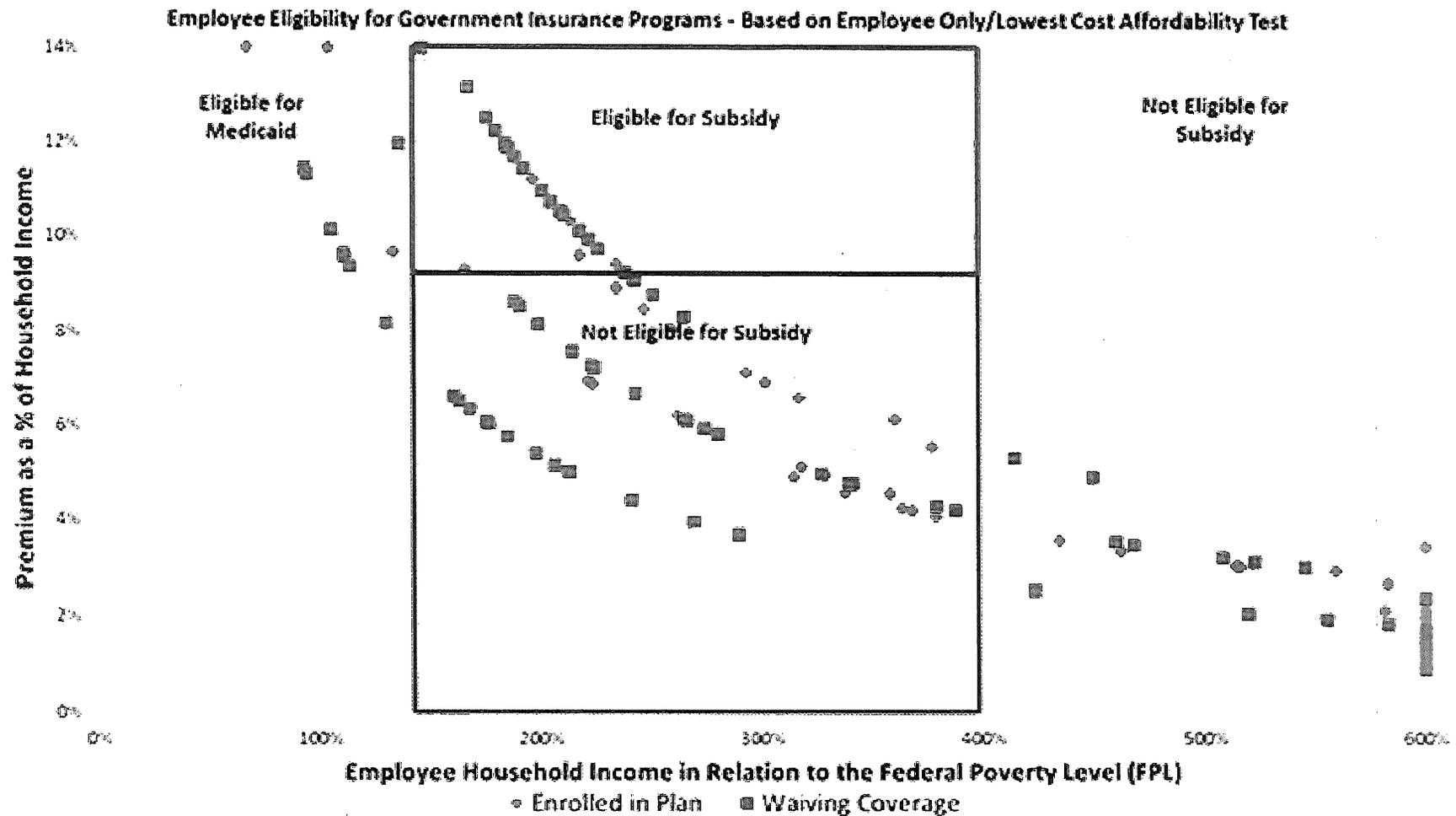
Sample Output from Milliman's HCR Impact Study

# Employer Plan Value vs. Exchange



Sample Output from Milliman's HCR Impact Study

# Eligibility/Subsidy Distribution



Sample Output from Milliman's HCR Impact Study

# HCR Consulting Services

- Prioritize findings in alignment with your **objectives** and your employee organizations.
- Create a recommended **action plan**.
- **Evaluate and model** various plan design and contribution strategies.
- Explore options to reduce **early retiree liability**.
- Develop employee **wellness and condition management** approaches.
- Determine **alternatives to the Exchange** for continuing employer-sponsored coverage.

# The Keenan Difference

- California-specific analysis and application.
- Focus on public agency impact.
- Strategic alignment with your benefit program objectives.
- Experience with collective bargaining/insurance committees.
- Underwriting/Actuarial expertise with carrier plans, networks and alternatives.

# Next Steps

- Data collection
- Census
- Plan details
- Payroll
- Contributions
- Etc...



# Consulting Project

- Proposed Cost: \$11,500





STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: JULY 17, 2013

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

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-7354 APPROVING AND ADOPTING THE SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION, LOCAL 4692 (IBFA)

---

**BACKGROUND:**

Members of the City's Fire Service are represented by the Imperial Beach Firefighters' Association, Local 4692 ("IBFA"). The City entered into a two-year Memorandum of Understanding ("MOU") with IBFA effective July 1, 2011 through June 30, 2013. This item is before Council to approve a Sideletter to the IBFA MOU to allow for the use of sick leave for baby bonding time after the birth or adoption of a child.

**DISCUSSION:**

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

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

The changes to the sick leave policy will now allow employees to use up to 132 hours of accrued sick leave for bonding time after the birth or adoption of a child, provided that the employee maintains a minimum sick leave balance of 60 sick leave hours after the use of the sick leave for bonding time, and provided that the leave is in accordance with Federal and State laws. The use of 132 hours of sick leave is equivalent to the benefit employees previously received under SDI. Additionally, IBFA requested that, for illnesses including contagious

disease or injury and for authorized medical care and/or appointments, employees be allowed to use accrued sick leave with pay for the first fourteen (14) days for such absences and, thereafter, as a supplement to STD or LTD.

The parties agreed to these changes to the sick leave policy, and signed a Sideletter of Agreement to the MOU to reflect the changes.

**ENVIRONMENTAL IMPACT**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

Pursuant to the terms of the Sideletter of Agreement, employees could use up to 14 days of accrued sick leave both for certain illnesses or absences and up to 132 hours of accrued sick leave for baby bonding, provided they have a minimum sick leave balance of 60 hours of sick leave after the use of sick leave for baby bonding. This could result in potential savings to the City if employees opt to use sick leave for these purposes thereby reducing the amount of accrued sick leave an employee may otherwise receive as sick leave pay-off upon separation from the City. Though undetermined, this savings would not be significant. Conversely, some additional costs to the City could result from employees opting to take sick leave rather than STD or LTD for the certain illnesses or medical absences. Again, these costs are not expected to be significant and would likely be offset by the afore-mentioned savings.

**DEPARTMENT RECOMMENDATION:**

Adopt Resolution No. 2013-7354 approving and adopting the Sideletter of Agreement to the Memorandum of Understanding between the City and IBFA.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department's recommendation.

Attachments:

1. Resolution 2013-7354
2. Sideletter of Agreement between the City and IBFA
3. IBFA MOU

**RESOLUTION NO. 2013-7354**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH APPROVING AND ADOPTING THE SIDELETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MEMBERS OF THE IMPERIAL BEACH FIRE ASSOCIATION, LOCAL 4692**

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

**WHEREAS**, the Imperial Beach Fire Association, Local 4692 ("IBFA") is the exclusive bargaining agent and representative of the City's Fire Service; and

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

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

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

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

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

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

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

Section 2: Approve and adopt the attached Side Letter Agreement between the City and IBFA.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17 day of July 2013, 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 Imperial Beach Firefighters' Association (IBFA) Local 4692**

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

**WHEREAS**, the Imperial Beach Firefighters' Association Local 4692 is the exclusive bargaining agent and representative of the City's sworn Fire employees; and

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

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

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

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

NOW THEREFORE, the City and the Firefighters' Association mutually agree as follows:

1) The following changes will be made to MOU Article 10.0 "Sick Leave":

"2. Sick Leave Permitted: Sick leave shall not be considered as a privilege which an employee may use at his own discretion but shall be granted only upon the recommendation of the department head. Employees may use accrued sick leave with pay for absences necessitated as follows:

- a. Actual personal sickness or disability **for the first fourteen (14) calendar days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance;**
- b. Medical or dental treatment **for the first fourteen (14) calendar days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance;** or
- c. In case of emergency illness, including contagious disease, or injury in the immediate family **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; or

- 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 60 sick leave hours after the use of the sick leave for bonding time.”

- 2) The following changes will be made to MOU Article 13.0 “Insurance Benefits”:

“4. State Disability Insurance and Individual Short Term Disability (STD), Long Term Disability (LTD) and Group Term Life Insurance:

Each employee will be provided by ~~City State Disability Insurance and Individual~~ Group Term Life Insurance as agreed to through negotiations, ~~such insurance will not be part of the Flexible Benefits Plan and must be paid by the EMPLOYEE as a normal payroll~~ Employees may purchase Voluntary Life Insurance at an Employee’s own cost as an after-tax deduction.

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 calendar 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.

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

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Executed in Imperial Beach, California by:

Firefighters' Association:

Signature on File



Jason Bell, IBFA Representative

5/20/13

DATE

City of Imperial Beach:

Signature on File



Gary Brown, City Manager

5/24/13

DATE



MEMORANDUM OF UNDERSTANDING

Between

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

And

**IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) Local 4692**  
845 Imperial Beach Boulevard  
Imperial Beach, CA. 91932

TERM:

July 1, 2011 – June 30, 2013

FINAL

\* \* \* \* \*

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Exhibits:

Exhibit "A"	Article X – Grievance Procedure
Exhibit "B"	Article IX – Discipline Procedure
Exhibit "C"	City Salary & Compensation Plan

## **Preamble**

Representatives of the City of Imperial Beach and the Imperial Beach Firefighters' Association Local 4692 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 Imperial Beach Firefighters' Association Local 4692 hereinafter referred to as "ASSOCIATION", and it supersedes all prior agreements, commitments, and practices. This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a two-year (2) period commencing July 1, 2011 through June 30, 2013.

### **Article 1.0 Management Rights**

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

The exercise of such rights shall be reasonable and shall not preclude employees of the ASSOCIATION from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

### **Article 2.0 Employee Rights**

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

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

- c. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized ASSOCIATION representative.

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

#### **Article 3.0 Responsibilities of the Imperial Beach Firefighters' Association**

Recognizing the crucial role of the CITY in the preservation of the public health, safety and welfare of a free society, the ASSOCIATION 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 ASSOCIATION, 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 ASSOCIATION further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of all City services during the term of this agreement.

#### **Article 4.0 Unfair Employee Relations Practices**

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

- c. To refuse to furnish the CITY in writing the names of its representatives, shop stewards and/or their alternates.

#### **Article 5.0 Grievance Procedure**

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

It is agreed that the Grievance Procedure shall be as outlined in the attached Exhibit "A" and made part of this M.O.U.

#### **Article 6.0 Discharge or Other Disciplinary Action**

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

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

#### **Article 7.0 General Provisions**

1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the twelve (12) month probationary period. Such discharge shall not be subject to the Article X - Grievance Procedure or to Article IX - 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 ASSOCIATION by reason of age, sex, creed, color, national origin, ASSOCIATION membership or non-ASSOCIATION membership.
3. Bulletin Boards: It is agreed that the CITY shall provide bulletin boards in agreed places for the use of unions in posting appropriate union notices and announcements of union meetings, elections, and social activities.
4. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of the Human Resources Manager or designee. Access shall be scheduled at the convenience of the employee and Human Resources Manager or designee. Copies of all materials to be included in personnel folders shall be provided to individual employees.
5. Visitation Rights: It is agreed that the authorized representatives of the ASSOCIATION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this M.O.U. is being observed, to have access to the bulletin boards, and the right to be present at any meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the

employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hour operations or cause unnecessary loss of time to the CITY.

6. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the M.O.U. by attempting to contact the employee through the last address of record.
7. Training Sessions: In addition, all other departmental personnel shall be required to attend an established number of training sessions necessary to job indoctrination and performance, which will be on City time.
8. Quarterly Meetings: That supervisory personnel (Fire Captains) with reasonable advance notice, shall be required to attend quarterly Fire Department regular meetings. This will be compensated time considered necessary and required for departmental training and operational readiness.
9. Association Business: The CITY agrees to provide time off with pay for representatives of the ASSOCIATION when such representatives are meeting with the CITY on matters within the scope of representation.
10. Direct Deposit: All current and new employees shall sign up for direct deposit.

#### **Article 8.0 Out-of-Classification Pay**

An employee who is assigned in writing to work in a higher classification during the fiscal year will at the next appropriate bi-weekly payroll period be paid for these shifts at the salary schedule for the higher classification that is the lowest step that is at least 5.0% (five percent) higher than current salary. It is understood that only one Fire Engineer or Engineer/Paramedic and one Captain or Captain/Paramedic will serve each shift.

#### **Article 9.0 Hours of Work**

1. Work Week: Fifty-six (56) hours shall constitute a normal workweek. Twenty-four (24) hours shall constitute a normal shift for shift personnel. In special situations, with the mutual agreement of the employee and management, different hours of work may be scheduled.
2. 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. This overtime shall be compensated by cash payment at one and one-half times the regular established rate. The smallest unit of time to be used computing overtime shall be one-quarter (1/4) hour.
3. Fair Labor Standard Act (FLSA) Wages: FLSA overtime shall be calculated in accordance with the Fair Labor Standards Act (FLSA) and paid for all hours worked over 182 hours in the City's twenty-four (24) day work cycle. EMPLOYEES shall be compensated one-half time at 5.85 hours per pay period to meet the minimum requirements in accordance with FLSA standards.

EMPLOYEES shall be entitled to overtime pay for holiday or vacation, leave of absence in lieu of disability (Labor Code §4850 – time), disability, jury duty or military leave. When an EMPLOYEE has used sick leave, the time off shall be counted as hours worked for purposes of overtime, provided however, that the sick leave charge does not exceed ten (10) hours per 24-day work cycle of sick leave usage. Overtime compensation will NOT be granted or counted as hours worked for purposes of overtime for EMPLOYEES on a modified work schedule (40 hours workweek, 8 hours per day).

4. Call-Back Overtime: An employee required to perform call-back overtime shall receive a minimum of not less than two (2) hours at one and half (1-1/2) times his rate of pay based on a 56 hour workweek for such call-back, even if less service is required. Employees on vacation when called back remain on vacation for pay to the employee, and vacation usage purposes, but get time and one-half pay for all time served with the minimum pay requirement applicable.
5. Salary Increases: Salary increases that are based on a known date such as longevity pay and step increases shall be paid from the first day of the pay period in which the anniversary occurs.
6. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5.0% (five 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 than the highest step of the pay range of the classification to which they are being promoted.
7. Mileage Reimbursement: Employees using their own car on authorized CITY business shall receive the per mileage fee set by the CITY.
8. Overtime for work in a lower classification will be paid at the top step rate for the position being filled. This will not apply to force-backs. Example- a Captain filling an Engineer's position will be paid 1.5 pay for hours worked at the Engineer's top step rate. Captains cannot fill Firefighter/Paramedic vacancies unless they are a currently licensed paramedic. Engineers/Paramedics working as Firefighter/Paramedics will be paid at the Firefighter/Paramedic top step rate.
9. Work Hours: When not engaged in emergency activity, the Daily Shift Schedule will be as follows:
  - o Morning Work Period- 0730-1100 hours
  - o 1 Hour Lunch Break between 1100-1300 hours
  - o Afternoon Work Period from 1300-1700hours
  - o Work to be performed during the Daily Shift Schedule will include but not be limited to: Station and Apparatus Maintenance; Fire Operations and EMS Training; Pre-Fire Planning; Fire Prevention Inspections which include Residential and Commercial Rentals, Commercial Properties, Weed Abatement and Alley Inspections; Parking Citations on the street and private property while in the course of normal outside activities (red curb, disabled parking, hydrant); Community Education Programs; City CPR Instructor/Trainer, and other duties as assigned.

Employees may begin their physical fitness program at 0730 provided that they are available to respond, if necessary, and as long as the employee finishes the workout, showers and is in uniform by 0930. Captains are responsible for ensuring that their crews utilize this time for working out. Otherwise, all physical training will be performed after the end of the afternoon work period. Employees may begin their physical fitness program at 1630 if they are unable to workout in the morning.

There will be one designated CPR Instructor/Trainer on each shift.

In the event of operational needs, this section can be modified at any time at the direction of the Fire Chief to meet the needs of the City.

The Fire Department Policy and Procedures Manual will be updated to comply with this section.

#### **Article 10.0 Sick Leave**

It is agreed that sick leave for each probationary and regular employee in the CITY service is subject to Imperial Beach Personnel Rules Article VII Section 5 and to the following provisions authorized as follows:

1. Sick Leave Accrual:
  - a. Employees hire prior to July 1, 2011- Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 1400 hours may be accumulated.
  - b. Employees hired on or after July 1, 2011- Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 1120 hours may be accumulated.
2. Sick Leave Permitted: Sick leave shall not be considered as a privilege which an employee may use at his own discretion but shall be granted only upon the recommendation of the department head. Employees may use accrued sick leave with pay for absences necessitated as follows:
  - a. Actual personal sickness or disability;
  - b. Medical or dental treatment; or
  - c. In case of emergency illness, including contagious disease, or injury in the immediate family.
3. Sick Leave Payoff:
  - a. Employees hired prior to July 1, 2011- On June 30, each year, regular employees shall receive cash payment for accrued sick leave in excess of 1,400 hours. Upon separation in good standing after five (5) years of completed City service, regular employees shall receive a cash payment for 50% of up to 1120 accrued sick leave hours, with a maximum cash payment for no more than 560 accrued sick leave hours. Upon retirement from CITY service, regular employees shall receive cash payment for 50 percent of their accrued hours of sick leave to a maximum of 700 hours. . Upon the death of a regular employee his/her beneficiary shall receive a sick leave cash payment for no more than 700 accrued sick leave hours.
  - b. Employees hired on or after July 1, 2011- On June 30, each year, regular employees shall receive cash payment for accrued sick leave in excess of 1120 hours. Upon separation in good standing after five (5) years of completed City service, regular employees shall receive a cash payment for 50% of up to 1120 accrued sick leave hours, with a maximum cash payment for no

more than 560 accrued sick leave hours. Unused sick leave cannot be converted to CalPERS service credit.

4. Sick Leave Modification: Should a shorter workweek be mandated during the life of this agreement, sick leave accrual rates will be adjusted to:

$$\frac{\text{Firefighter's workweek} \times 100 \text{ hours per year}}{40}$$

and 1, 2, and 3 above will be adjusted accordingly.

5. Sick Leave Payoff Procedure: Sick leave when paid off upon separation shall be compensated at the hourly rate paid the employee when each hour was earned. For computation of separation, employees will have oldest sick leave deducted first when used.

#### Article 11.0 Holiday and Vacation Benefits

1. HOLIDAYS: It is agreed that twelve (12) regular holidays at 11.2 hours each and two (2) floating holidays at 12 hours each shall be granted to each probationary and regular sworn fire employee that works a shift in the CITY service to these provisions shall be authorized.

For probationary fire employees that work a shift, an allowance of two (2) twelve (12) hour floating holiday time periods will be credited to their holiday account in proportion to the months remaining in the fiscal year at the time of employment, i.e.,

$$\frac{24 \text{ hours} \times \text{months remaining}}{12}$$

For example, an employee hired in October would receive:

$$\frac{24 \times 9}{12} = 18 \text{ hours of floating Holiday Time}$$

2. FLOATING HOLIDAYS: Employees shall receive two (2) twelve (12) hour floating holiday paid absences from work annually to be taken on a day mutually agreeable to the employee and the department head. When an employee is hired, floating holidays will be prorated for the year.

3. REGULAR HOLIDAY CREDIT: Sworn fire employees who are shift workers will receive a guaranteed twelve (12) regular holiday credits at 11.2 hours each per holiday for a total of 134.4 hours per year.

$$\frac{8 \times 56 (\text{Firefighters workweek})}{40} = 11.2 \text{ hours}$$

These 12 holidays will be credited to each employee's vacation time in accordance with the following schedule, based on years of continuous service:

$$0 - 5 \text{ yrs of service:} \quad \frac{96 \times \text{Firefighter's workweek}}{40} \quad + \quad 134.4 \text{ hours}$$

greater than 5 to 15 yrs of service:  $\frac{120 \times \text{Firefighter's workweek}}{40} + 134.4$  hours

greater than 15 yrs of service:  $\frac{160 \times \text{Firefighter's workweek}}{40} + 134.4$  hours

4. VACATION ACCRUAL: Vacation will accrue as outlined in Article VII Section 4 (e) of the City of Imperial Beach Personnel Rules.
5. VACATION TIME-SELLING: Firefighter personnel have the option to sell back accumulated vacation or holiday time at a maximum of two (2) weeks per fiscal year at the previous contract rate. A minimum of two (2) weeks must remain available as of assessment date. The request for sell back payment date is to be coordinated with the maximum balance assessment date.

#### **Article 12.0 Educational Benefits**

1. The CITY, as employer shall maintain a program providing for the partial refund of tuition and fees for all courses taken by employees when such courses are included in the courses required to obtain or maintain a job related certificate, Associates in Fire Science or Baccalaureate Degree in Public Administration or any other course previously approved by the department head. The CITY agrees to budget for \$1,000 per employee per year for fees and/or tuition for such firefighting classes, seminars, etc. The program will allow individuals to exceed \$1000 for tuition reimbursement if they are working towards a Baccalaureate or Masters Degree in Public or Business Administration, Associates in Fire Science, Fire Officer Certificate, or other job related degree or certificate, provided that the department head pre-approves a Career Plan submitted by the employee. An approved Career Plan is required in order for an employee to exceed \$1000 in reimbursements. All classes would require prior approval of the department head for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual with a grade of "B" or better, or successful completion of courses that do not assign grades.
2. CITY agrees to the continuation of an Employee Personal Computer Purchase Program available to all CITY employees during the term of this agreement subject to budgetary constraints and City Council approval.

#### **Article 13.0 Insurance Benefits**

1. **Health Insurance Flexible Benefit Plan**

Effective July 1, 2011, the CITY shall increase by \$50, from \$775 to \$825 per month (\$9900 per plan year) the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Effective July 1, 2012, the City shall increase by \$30, from \$825 to \$855 per month, the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Employees may not cash out as a taxable cash benefit the above stated increases.

All CITY health insurance carriers are provided through the California Public Employees Retirement System (CalPERS). The City shall pay the mandatory minimum employer contribution to retiree health lawfully required by CalPERS.

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

From July 1, 2011 through December 31, 2011, an employee hired prior to July 1, 2011, who elects not to be covered under the City's health insurance plan may cash out as a taxable cash benefit a maximum of \$775 per month. Effective January 1, 2012, an EMPLOYEE hired prior to July 1, 2011, who elects not to be covered under the City's health insurance plan, may cash out as a taxable cash benefit a maximum of \$400 per month. Those EMPLOYEES who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical and dental coverage insurance. (i.e. spouse or independent insurance coverage).

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

2. Health, Dental and Vision Payroll Deductions Treated as Pre-Tax: All payroll deductions for health, and 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 paid to the EMPLOYEE as taxable income.

3. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An EMPLOYEE may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

a. Health and Welfare FSA

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

b. Dependent Care FSA

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

c. FSA Administration

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

4. State Disability Insurance and Individual Term Life Insurance: Each employee will be provided by City State Disability Insurance and Individual Term Life Insurance, such insurance will not be part of the Flexible Benefits Plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

5. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

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

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

6. An Insurance Committee shall be established for the purpose of investigating and reviewing health related matters and all insurance options, including health, life, disability, etc. Matters subject to the duty to bargain may be discussed, however, the Insurance Committee shall not have the authority to add to, amend, or modify this Agreement. The City and the Firefighters agree to reopen negotiations during the term of this MOU to consider changes to matters investigated and reviewed by the Insurance Committee.

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

#### **Article 14.0 Uniform Replacement Allowance**

The uniform allowance will remain as status quo for July 1, 2011 through June 30, 2012. The parties agree to reopen negotiations during the term of the MOU for changes to Article 14.0- Uniform Replacement Allowance.

Existing employees will receive a uniform maintenance allowance in the amount of \$600 per fiscal year on a separate check. For new firefighter employees, the City will purchase two pair of nomex uniform shirts and two pair of nomex uniform pants. Beginning January 1, 2006 only nomex uniforms will be permitted.

#### **Article 15.0 Physical Examinations**

1. The CITY will provide comprehensive physical examinations bi-annually for all firefighting personnel. This medical exam shall include vision screening, a pulmonary function test, lumbar and chest x-rays, an electrocardiogram (EKG), and medical examiners certificate as required by the Department of Motor Vehicle for Class "B" license.
2. New employees must provide a CPAT certificate six months prior to date of hire.
3. If sufficient funds are available, employees are required to participate bi-annually in all portions of the Wellness Program at San Diego Sports Medicine. If the funds are available, but the employee elects not to participate in the complete Wellness Program, the employee must annually submit a CPAT certificate.

If sufficient funds are not available for the employees to participate in all portions of the Wellness Program at San Diego Sports Medicine, the City will continue to provide the current level of physical examinations that are provided through San Diego Sports Medicine.

All employees will attend San Diego Sports Medicine activities during a scheduled or assigned shift.

In keeping with the intent of the Fire Service Joint Labor Management Wellness-Fitness Initiative, participation in the complete wellness program shall be non-punitive.

#### **Article 16.0 Prevailing Benefits**

All benefits, privileges and working conditions within the scope of representation which are not included in this agreement shall continue during the term of this agreement unless modified as a result of meeting and conferring between the parties as required by State Law.

**Article 17.0 Service to the Public**

The Imperial Beach Firefighters' Association will actively assist in and encourage improved service to the citizens of Imperial Beach and the ASSOCIATION members will at all times provide helpful and courteous service to the citizens of Imperial Beach.

**Article 18.0 Term**

The term of this M.O.U. shall be for a two (2) year period commencing July 1, 2011, and ending June 30, 2013, All provisions of this MOU shall apply retroactively to July 1, 2011, except where specifically stated herein. This M.O.U. shall remain in effect and shall not expire prior to June 30, 2013.

**Article 19.0 Salaries**

1. Salary – There shall be no salary increase or cost of living adjustments for the duration of the term of this MOU.

2. Stipend –

Effective July 1, 2011, employees will receive a 4 % stipend for those employed prior to July 1, 2011. These stipends will not be considered compensation in regards to PERS.

Effective July 1, 2012, employees will receive a 4% stipend for those employed prior to July 1, 2011. These stipends will not be considered compensation in regards to PERS.

Employees hired on or after July 1, 2011 will not receive any stipends during the term of this MOU.

**Article 20.0 Retirement Benefits**

1. For employees hired prior to July 1, 2011:

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

2. Report of Employer Paid Member Contribution (EPMC): CITY agrees by resolution only to report the employer's value of EPMC in accordance with established rules and regulations set for by the CalPERS and under Government Code Section 20636 (c). Annual reporting of the EPMC by resolution only is subject to annual review and economic analysis by CITY of City's financial condition. Effective July 1, 2011, the EPMC will no longer be reported to CalPERS and will not be included in an employee's final compensation for employees hired prior to July 1, 2011.

3. CalPERS Retirement Formula:

a. Employees hired prior to July 1, 2011-The City will continue the 3% @ 50 service retirement benefit for fire public safety members.

- b. Employees hired on or after July 1, 2011- The CalPERS formula for employees hired on or after July 1, 2011 through June 30, 2013 shall be 2% at 50 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire employee portion of the CalPERS retirement contribution. Employees hired on or after July 1, 2011, will not be allowed to convert unused sick leave to CalPERS service credit. Because the City will not be paying the employee portion of the CalPERS contribution, the EPMC will not be reported to CalPERS, and will not be included in an employee's final compensation.
4. PERS 1957 Survivor Benefit: Pursuant to California Public Employees Retirement Law Section 21546 (1957 Survivor Allowance) (i) On and after April 1, 1972 this section shall apply to all contracting agencies and to the employees of those agencies with respect to deaths occurring after April 1, 1972, whether or not the agencies have previously elected to be subject to this section.
5. Part-time employees: All part time employees will be moved to PARS and will no longer pay into social security.

#### **Article 21.0 Recognition**

The CITY recognizes that the Association is the sole and exclusive bargaining agent and representative for the classification 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. These classifications are:

1. Fire Captain
2. Fire Captain/Paramedic
3. Engineer/Paramedic
4. Fire Engineer
5. Firefighter/Paramedic
6. Firefighter
7. Firefighter/EMT (part-time/Seasonal)
8. Firefighter/Paramedic Recruit

Once the two Captains who have not held the rated position of Engineer retire or leave City employment, the classification of Firefighter will be eliminated.

#### **Article 22.0 Payroll Deduction of Dues**

The employer agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the designated representative of the Association from the pay of those employees who individually request in writing that such deductions are made. The total amount of deductions shall be remitted, each pay period, by the employer to the representative of the Association. This authorization shall remain in full force and effect until such authorization has been revoked in writing by the employee.

#### **Article 23.0 Rules and Regulations**

The ASSOCIATION agrees that its members shall comply with all applicable City and Fire Department rules and regulations, including those relating to conduct, work performance, and personnel matters. Revisions to any of these rules and regulations require proper notice to ASSOCIATION and meet and confer process.

The employer agrees that disputes concerning departmental rules and regulations which affect working conditions and personnel practices are subject to the Grievance Procedure.

**Article 24.0 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 not later than April 1<sup>st</sup> of the year that this M.O.U. expires, its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor M.O.U.

**Article 25.0 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 this M.O.U.

**Article 26.0 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 27.0 Smoke Free Work Environment**

The CITY and Association recognize that smoking, second hand smoke and tobacco use are one of the leading causes of death and disease in the United States. As a condition of employment with the City, employees hired on or after July 1, 2011, must be non-smokers and remain non-smokers, and cannot use tobacco of any kind as a condition of continued employment.

Effective January 1, 2012, employees are prohibited from smoking and using tobacco of any kind while on duty.

To ensure the health and welfare of the employees, the Fire Station and Fire Department work areas shall be designated smoke free zones and tobacco-free zones.

Smoke and Tobacco Free Zones include:

Fire Station:

1. No smoking or use of tobacco permitted in any area of the Fire Station.
2. No smoking or use of tobacco is permitted within twenty (20') of open doorways, windows and apparatus bay doorways.

Fire Apparatus:

1. Smoke free zone shall follow Fire Apparatus, no smoking or use of tobacco on or within twenty feet (20') of Fire Apparatus

Fire Department Response:

1. No smoking or use of tobacco permitted during Fire Department operations at the scene of emergency responses.

Appropriate signs shall be placed in and on the Fire Station and Fire Apparatus.

**Article 28.0 Employee Assistance Program**

The City will continue to provide an Employee Assistance Program for all City employees.

**Article 29.0 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 30.0 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 Memorandum 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 Association, the Association may at its option require that this M.O.U., be reviewed.

It is understood that the Association 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 Association in an effort to promote the improvement of personnel management and employer-employee relations.

**Article 31.0 Catastrophic Leave**

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 56 hours of leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

**Article 32.0 Re-opener Provisions**

1. If or when the City desires to implement a change to the current ambulance transportation service, the CITY and ASSOCIATION agree to meet and confer with the other party on such service.

**Article 33.0 Miscellaneous Provisions**

1. City agrees to request an actuarial from CalPERS, six months prior to the contract expiration, on enhanced survivor benefit option(s).

**Article 34.0 Personal Appearance**

Current and new employees shall not have visible tattoos showing during the course of the employee's assigned shift while in Class A, Class B or Class C uniforms. During workouts or physical fitness outside of the fire station, employees must wear long-sleeve shirts and are not permitted to wear a long-sleeve shirt under a Class B uniform shirt. During workouts or physical fitness inside the fire station, employees will be permitted to wear shorts and t-shirts that display visible tattoos.

Employees may wear one set of stud earrings per earlobe. The earrings shall be plain, less than ¼ inch in diameter, and cannot interfere with proper donning of Personal Protective Equipment. All other visible earrings, punches, and piercings are prohibited.

**Article 35.0 Paramedic Specialty Pay**

A Firefighter/Paramedic will receive a paramedic specialty pay of 11.30% of base pay, and is required to retain a Paramedic License as a condition of employment with the City. Captains that maintain a Paramedic License will receive 5% of base pay. Engineers that maintain a Paramedic License will receive 7.5% of base pay. Captains and Engineers are not required to maintain a Paramedic license as a condition of employment, but must be current with all the required continued education and quarterly training to work down as a Firefighter/Paramedic.

**Article 36.0 Minimum Staffing**

For all shifts, on all days, a minimum of three full-time fire suppression personnel shall be on duty per 24 hour shift.





**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

**MEETING DATE:** JULY 17, 2013

**ORIGINATING DEPT.:** CITY MANAGER *GB*

**FROM:** GREGORY WADE, ASSISTANT CITY MANAGER *GW*

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2013-7365 APPROVING THE FIRST AMENDMENT TO THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND SPRINT FOR MODIFICATOINS TO EXISTING TELECOMMUNICATION FACILITIES LOCATED AT 827 IMPERIAL BEACH BOULEVARD (CITY HALL COMPLEX)

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**BACKGROUND:**

On October 19, 2005, the City Council adopted Resolution Number 2005-6230 authorizing the execution of a License Agreement (the "Agreement") between the City of Imperial Beach and Sprint to install three (3) telecommunications antennae on an existing 70-foot high monopole that would be connected to a subterranean equipment vault at 827 Imperial Beach Boulevard, both of which are near the southwest corner of the City Hall complex. Also on that date, the City Council adopted Resolution No. 2005-6226 approving a Conditional Use Permit for installation of the same three wireless communications antennae. Upon execution of the Agreement, Sprint paid a one-time payment to the City in the amount of \$15,000. Thereafter, Sprint has paid rent to the City in the amount of \$2,400 per month which has increased annually after the first year by a fixed amount of four percent (4%) pursuant to the terms of the Agreement. Based upon the required annual increases, the rent is currently \$3,158.24 per month. The term of the Agreement is for five (5) years with four (4) automatic five (5) year renewals, unless earlier terminated, for an aggregate total of twenty-five (25) years. The Agreement was executed on October 20, 2005 and, unless terminated sooner, will expire on October 20, 2030. Attachment 2 to this staff report contains a copy of the current Agreement.

**DISCUSSION:**

The proposed First Amendment to the Agreement (the "Amendment") would allow Sprint to modify the existing facilities by adding three (3) new panel antennas, three (3) RRHs (radio boosters), two (2) new equipment cabinets and fiber optic cabling. The two equipment cabinets would be placed in the existing fenced enclosure located outside and behind the southwest corner of the Community Room. The Community Development Department has reviewed this request and determined that it would be consistent with the existing Conditional Use Permit as long as the following improvements are included:

- The existing monopole is repainted with the antennas and radio boosters also painted to match the monopole.

- The existing chain link fence surrounding the equipment cabinets is replaced with a more aesthetically pleasing vinyl-coated chain link fence.
- The landscaping within and surrounding the existing enclosure is improved.

Pursuant to the terms of the proposed Amendment, the rent would be increased \$300.00 per month to bring the current rent up to \$3,458.24 per month. The annual four percent (4%) increase would remain in effect as would all other terms of the Agreement. The increased rent would begin within thirty (30) days of commencement of the facility modifications. A copy of the First Amendment is included as Attachment 3 to this staff report.

**ENVIRONMENTAL IMPACT:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

This First Amendment to the Agreement will generate general fund revenue of approximately \$41,450 per year during year one of the Agreement and would escalate 4% per year for another seventeen years, unless the agreement is terminated sooner. If this license agreement remains in effect the entire twenty-five year aggregate term, it will generate over \$1.2 million in general fund revenue to the City.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2013-7365 approving the First Amendment to the Non-exclusive License Agreement between the City of Imperial Beach and Sprint Telephony PCS for a co-located wireless telecommunications facility at 827 Imperial Beach Boulevard.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7365
2. Current License Agreement
3. Amendment to the Non-exclusive License Agreement between the City of Imperial Beach and Sprint Telephony PCS (To be provided as a last minute agenda information).

**RESOLUTION NO. 2013-7365**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND SPRINT PCS ASSETS, L.L.C. FOR MODIFICATOINS TO EXISTING TELECOMMUNICATION FACILITIES EXISTING AT 827 IMPERIAL BEACH BOULEVARD**

**WHEREAS**, the City of Imperial Beach owns certain property at 827 Imperial Beach Boulevard more commonly known as the City Hall complex (the "Property"); and

**WHEREAS**, Sprint PCS Assets, L.L.C. (Sprint) desires to modify their existing telecommunications facilities (the "Facilities") installed on a portion of the Property in connection with its federally licensed communications business; and

**WHEREAS**, the City desires to grant to Sprint the right to modify their existing Facilities on a portion of the Property in accordance with the First Amendment to the existing Non-Exclusive License Agreement (the "First Amendment") for good and valuable consideration; and

**WHEREAS**, the City, by executing and entering into this First Amendment, grants written permission to Sprint to use the Property for the purposes contemplated hereunder in accordance with the terms of the First Amendment and the original Non-Exclusive License Agreement.

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

1. That the above recitations are true and correct.
2. That the City Council hereby approves Resolution No. 2013-7365 authorizing the City to execute a First Amendment to the Non-Exclusive License Agreement between the City of Imperial and Sprint PCS Assets, L.L.C. to modify existing telecommunications facilities on a portion of the Property located at 827 Imperial Beach Boulevard by adding three (3) new panel antennas, three (3) RRHs (radio boosters), two (2) new equipment cabinets and fiber optic cabling to an existing monopole connected to a subterranean equipment vault, and authorizes and directs the City manager or designee to execute said First Amendment for and on behalf of the City of Imperial Beach.
3. That the First Amendment is approved subject to the following conditions:
  - a. The existing monopole is repainted with the antennas and radio boosters also painted to match the monopole.
  - b. The existing chain link fence surrounding the equipment cabinets is replaced with a more aesthetically pleasing vinyl-coated chain link fence.
  - c. The landscaping within and surrounding the existing enclosure is improved.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 17<sup>th</sup> day of July 2013, by the following roll call vote:

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

\_\_\_\_\_  
**JIM JANNEY, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JACQUELINE M. HALD, CMC**  
**CITY CLERK**

**MF 670; CUP 03-110; DR 03-111; SPR 03-112**  
**Site known as: Imperial Beach City Hall Complex**  
**APN: 632-111-27**

**NON-EXCLUSIVE LICENSE AGREEMENT FOR CELLULAR SITE**

This Non-Exclusive License Agreement for Cellular Site (the "Agreement") is entered into as of the date indicated on the execution page, by the City of Imperial Beach, a municipal corporation with an address at 825 Imperial Beach Boulevard, Imperial Beach, California 91932 (the "City" and hereinafter referred to as "Grantor") and Sprint PCS Assets, L.L.C., a Delaware limited liability company, with its principal office located at 6391 Sprint Parkway, Overland Park, KS 66251 (hereinafter referred to as "Grantee"). Pursuant to the terms hereof, Grantor hereby grants to Grantee, its successors and assigns, a License to enter upon certain property, as more particularly described in Exhibit 1 attached hereto and incorporated herein by reference (the "Property"), subject to the terms and conditions set forth in this Agreement:

**WITNESSETH:**

WHEREAS, the City owns that certain plot, parcel or tract of land, located at 827 Imperial Beach Boulevard, Imperial Beach, California 91932, in the County of San Diego, commonly known as the City Hall Complex (referred to hereinafter as the "Property" and more particularly described in Exhibit 1 attached hereto and incorporated herein by reference).

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

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

WHEREAS, the License authorizes only the uses specified therein and requires the written permission of the City for any other use, including the use contemplated hereunder.

WHEREAS, the City, by executing and entering into this Agreement, grants written permission to the District to use the Property for the purposes contemplated hereunder in accordance with the terms of this Agreement.

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

1. **GRANT OF LICENSE.** Grantor hereby agrees to permit Grantee to locate its Communication Facility (as defined below in Paragraph 2) on a portion of the Property, as more particularly described and depicted in Exhibit 2, attached hereto and incorporated herein by reference. In connection with the Communication Facility, Grantor grants to Grantee a License to enter upon and/or use portions of the Property consisting of the following: (i) ground area space of approximately One Hundred (100) square feet with dimensions measuring Fourteen (14') by Seven (7') feet (the "Equipment Space") upon which Grantee will construct its underground vault station equipment; and (ii) the non-exclusive easement for reasonable access to the Equipment Space and existing telecommunications monopole, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under or along a four (4) foot wide right-of-way extending from the existing monopole and existing SDGE power source, to the demised premises (said demised premises and right-of-way hereinafter collectively referred to as the "Premises") for access being substantially as depicted in Exhibit 2; provided that the access and use shall not interfere with City Hall Complex related activities.

2. **PERMITTED USE / OBLIGATIONS.**

(a) Grantee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair and replacement of its communication facility and related equipment, cables, accessories and improvements, which may include a suitable support structure for associated antennas, underground equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively the "Communication Facility") as approved in the City of Imperial Beach Conditional Use Permit 03-110; such use may include the right to test, survey and review title on the Property (collectively, the "Permitted Use"). Grantor and Grantee agree that any portion of the Communication Facility that may be described on Exhibit 2 will not be deemed to limit Grantee's Permitted Use. Final approval of the initial installation of the Communication Facility shall be made based upon final drawings. Grantee has the right to make improvements, alterations or additions to the Premises ("Grantee Changes") appropriate for Grantee's use, subject to prior written approval by the Grantor, which approval shall not be unreasonably withheld. Grantee agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility, including all requirements of the Grantor set forth in its Policies and Regulations concerning Cellular Telephone Facilities, a copy of which has been provided to Grantee, as hereafter amended or modified. Grantee has the right to, at its sole cost and expense, to modify, replace, upgrade, or relocate the Communication Facility within the Premises at any time during the term of this Agreement provided that said alterations of the Premises or actions taken by Grantee shall not violate Section 7 of this Agreement, shall not increase the burden upon the Premises or the Property, or materially change the number or location of antennae. Grantor reserves the right to increase the License Rent if the Grantor determines that any substitutions, modifications, or additions including, but not limited to, the number of antennae, antennae location, or antennae orientation materially alters the scope of License or project installation as described in Exhibit 2.

(b) Upon completion of the Communication Facility, Grantee shall arrange for a radio frequency emissions test (the "Test") to be performed by an FCC-certified third party

reasonably approved by Grantor, as required by Federal Communications Commission (the "FCC") regulations, which results shall be provided to Grantor in a written report. Grantee shall be responsible for the cost of performing the Test and submitting the third party written report of monitoring results to Grantor. During the final year of the Initial Term (as defined below), and before the start of the second term, if any, Grantee shall arrange for another Test to be conducted and another written report to be submitted to Grantor, as specified herein.

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

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

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

### 3. TERM.

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

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

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

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

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

4. **RENT.**

(a) Commencing on the earlier of (i) December 1, 2005, or (ii) the date that Grantee commences occupation of the Premises, as evidenced by the storing of any tools or equipment on the Premises or the commencement of construction or any alteration of the Premises, whichever, at District's sole discretion, occurs first (the "Commencement Date"), Grantee will pay annual rental payment of Twenty-eight Thousand Eight Hundred and No/100 Dollars (\$28,800.00) ("Rent") to Grantor for the use of the Premises. Payments shall be made in twelve (12) equal monthly installments, on or before the 5th day of each calendar month in advance. The monthly payment shall be an aggregate amount of Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) per month to be paid by Grantee in one check addressed and delivered to the City at the address indicated below. Rent will be prorated for any partial month. Grantee also agrees to pay the City a one time payment in the amount of Fifteen Thousand Dollars (\$15,000), within sixty (60) days of the date on which the City signs this Agreement.

(b) Upon the commencement of each new calendar year, the Rent shall increase by an amount equal to four percent (4%) of the Rent for the immediately preceding year.

5. **APPROVALS.**

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

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

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

6. **TERMINATION.** This Agreement may be terminated, without penalty or

further liability, as follows:

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

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

(c) by Grantee on sixty (60) days written notice for any reason, so long as Grantee pays Grantor and City a termination fee equal to six (6) months Rent, at the then current Rent rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Grantee under any one or more of paragraphs 6(a), 6(b), 7, 17, 18 or 19 of this Agreement;

(d) Grantor may terminate pursuant to Section 2, or any other applicable provision hereof;

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

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

## 7. INTERFERENCE.

(a) Except for any uses required under applicable law, Grantor will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use interferes with Grantee's Communication Facility. Grantor will notify Grantee of any such proposed lease, license or other right, and Grantor may grant any third party the right to install and operate communications equipment on the Property so long as it has determined that such use will not create interference with Grantee's Communication Facility.

(b) Neither Grantee nor Grantor will use, nor will Grantee or Grantor permit its respective employees, licensees, invitees or agents to use, any portion of the Premises or the Property in any way which unreasonably interferes with each other's operations or the rights of either Grantor or Grantee under this Agreement. Grantor and Grantee will cause interference caused by either of them, respectively, to cease within seventy-two (72) hours after receipt of

written notice of interference from the other party. In the event any such interference does not cease within the aforementioned cure period, then the party causing or permitting such interference shall cause the equipment causing such interference to be modified such as to eliminate the interference or to be removed, if modification is not successful in terminating the interference. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

## **8. INDEMNIFICATION.**

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

(b) Subject to Paragraph 19(c) below, the City agrees to indemnify, defend and hold Grantee and harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from its own actions or failure to act or the actions or failure to act of their respective employees or agents, or its breach of any provisions of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Grantee, its employees, agents or independent contractors.

(c). Notwithstanding anything to the contrary in this Agreement, Grantee and City each hereby waives any claims that each may have against the other with respect to consequential, incidental or special damages.

## **9. WARRANTIES.**

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

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

binding on the respective party after the other party's binding and valid execution thereof; (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Grantor will use its best efforts to provide promptly to Grantee a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

**10. ENVIRONMENTAL.**

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

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

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

**11. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Grantee, Grantee and its employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) day pedestrian and vehicular access to and over a portion of the Property, from an open and improved public road, to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises, provided that such access does not interfere with City Hall Complex activities.

**12. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Grantee will be and remain Grantee's personal property and, at Grantee's option, may be removed by Grantee at any time during the Term. Grantor covenants and agrees that no part of the Communication Facility constructed, erected or placed above or below ground on the Premises by Grantee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Grantor that all improvements of every kind and nature constructed, erected or placed by Grantee on the Premises will be and remain the property of the Grantee and may be removed by Grantee at any time during the Term. Within

one hundred twenty (120) days of the termination of this Agreement, Grantee will remove all such improvements and return the Premises to their original condition on the date of execution of this Agreement, normal wear and tear and loss due to casualty and other causes beyond Grantee's control excepted, unless such requirement is waived in writing by Grantor.

**13. MAINTENANCE/UTILITIES.**

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

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

**14. DEFAULT AND RIGHT TO CURE.**

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

(b) The following will be deemed a default by Grantor and a breach of this Agreement: Grantor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Grantee specifying the failure, provided that no default will be deemed to have occurred if, within such thirty (30) day-period, Grantor commences a cure satisfactory to Grantee and makes progress to complete said cure in a manner satisfactory to Grantee, but no later than ninety (90)

days from the date of the notice without prior written consent from Grantee. Delay in curing a default will be excused if due to causes beyond the reasonable control of Grantor. If Grantor remains in default beyond any applicable cure period, Grantee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Grantor's default and to deduct the costs of cure from any monies owed to Grantor by Grantee.

15. **ASSIGNMENT.** Grantee may assign this Agreement, in whole or in part, without Grantor's or City's consent. Upon notification to Grantor and City of such assignment, Grantee will be relieved of all future performance, liabilities, and obligations under this Agreement.

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

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

Grantee at: Sprint Contracts & Performance, Mailstop: KSOPHTO1O1-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 6625 1-2650, Sprint Contracts & Performance Hotline: 800-357-7641.

With a copy to: Sprint Law Department, Mailstop: KSOPHTO1O1-Z2020, 6391 Sprint Parkway, Overland Park, Kansas 6625 1-2020, Attn: Sprint Real Estate Attorney.

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

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

18. **CONDEMNATION.** In the event Grantor receives notification of any condemnation proceedings affecting the Property, Grantor will provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Grantee's sole determination, to render the Premises unsuitable for Grantee, this Agreement will terminate as of the date the title vests in the condemning authority. As owner of a license on the Property, it shall be Grantee's responsibility to negotiate its separate award, if any, with the condemning authority.

**19. CASUALTY.**

(a) During the Initial Term, Grantee shall maintain Commercial General Liability insurance covering bodily injury (including death), personal injury and property damage in an amount of not less than one million dollars (\$1,000,000) per occurrence with an insurance provider authorized to do business in California and rated at least "AV" in *A.M. Best & Company's Insurance Guide* and list the City as an additional insured on the policy or policies. Grantee shall provide the City, with a Certificate of Insurance evidencing the required insurance within thirty (30) days after the Commencement Date of this Agreement. Prior to the commencement of any Extension Term, the City and Grantor shall confer to agree on the insurance to be maintained during that term, which insurance coverage shall, at a minimum, be equal to the financial equivalent of \$1,000,000 in 2005 dollars, increased to account for inflation at the rate of 4% per year. Evidence of renewal of the policy (reflecting any required increases) shall be provided by Grantee to the City within twenty (20) business days after each renewal of said insurance policy. Grantor agrees that Grantee may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy; provided that, if Grantee elects to self-insure, it shall notify the City at least 60 days in advance of the effective date of that election and shall provide evidence of a satisfactory self-insurance program to the City. Any election to self-insure shall not become effective until the City has given Grantee written approval therefore, and Grantee shall maintain insurance coverage through an insurance company until said approvals are granted. All policies of insurance covering property damage obtained by any of the parties hereto concerning the Property shall waive the insurer's right of subrogation against the other parties.

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

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

**20. WAIVER OF GRANTOR'S LIENS.** The City hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and the City hereby consents to Grantee's right to remove all or any portion of

the Communication Facility from time to time in Grantee's sole discretion and without the City's consent, provided such removal does not interfere with property or operations of the City or any other party using the Property.

**21. MISCELLANEOUS.**

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

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

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

(d) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law. Any action at law or in equity brought by either of the parties for the purposes of enforcing a right provided by this Agreement will be tried in a court of competent jurisdiction in the county of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

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

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

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

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

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

“GRANTOR”

CITY OF IMPERIAL BEACH

Signature on File

By: \_\_\_\_\_

Name: Gary R. Brown

Its: City Manager

Dated: 10/20/05

“GRANTEE”

Site Development Manager

SPRINT PCS ASSETS, L.L.C.,

a Delaware limited liability company

Signature on File

By: \_\_\_\_\_

Name: Steven Sebaugh

Its: Site Development Manager

Dated: October 17, 2005

**EXHIBIT 1**

**ASSESSOR PARCEL NUMBER:** 632-111-27

**COMMON ADDRESS:**

827 Imperial Beach Boulevard  
Imperial Beach, California 91932  
County of San Diego

**LEGAL DESCRIPTION OF THE PROPERTY:**

All that certain real property situated in the County of San Diego, State of California, described as follows:

Parcel A, Imperial Beach Terrace, in the City of Imperial Beach, County of San Diego, State of California; according to Map thereof No. 2853, filed in the Office of the County Recorder of San Diego, March 4, 1952.

## EXHIBIT 2

### DESCRIPTION OF PREMISES

[See Attached Drawing of Location Description of Premises and Project]

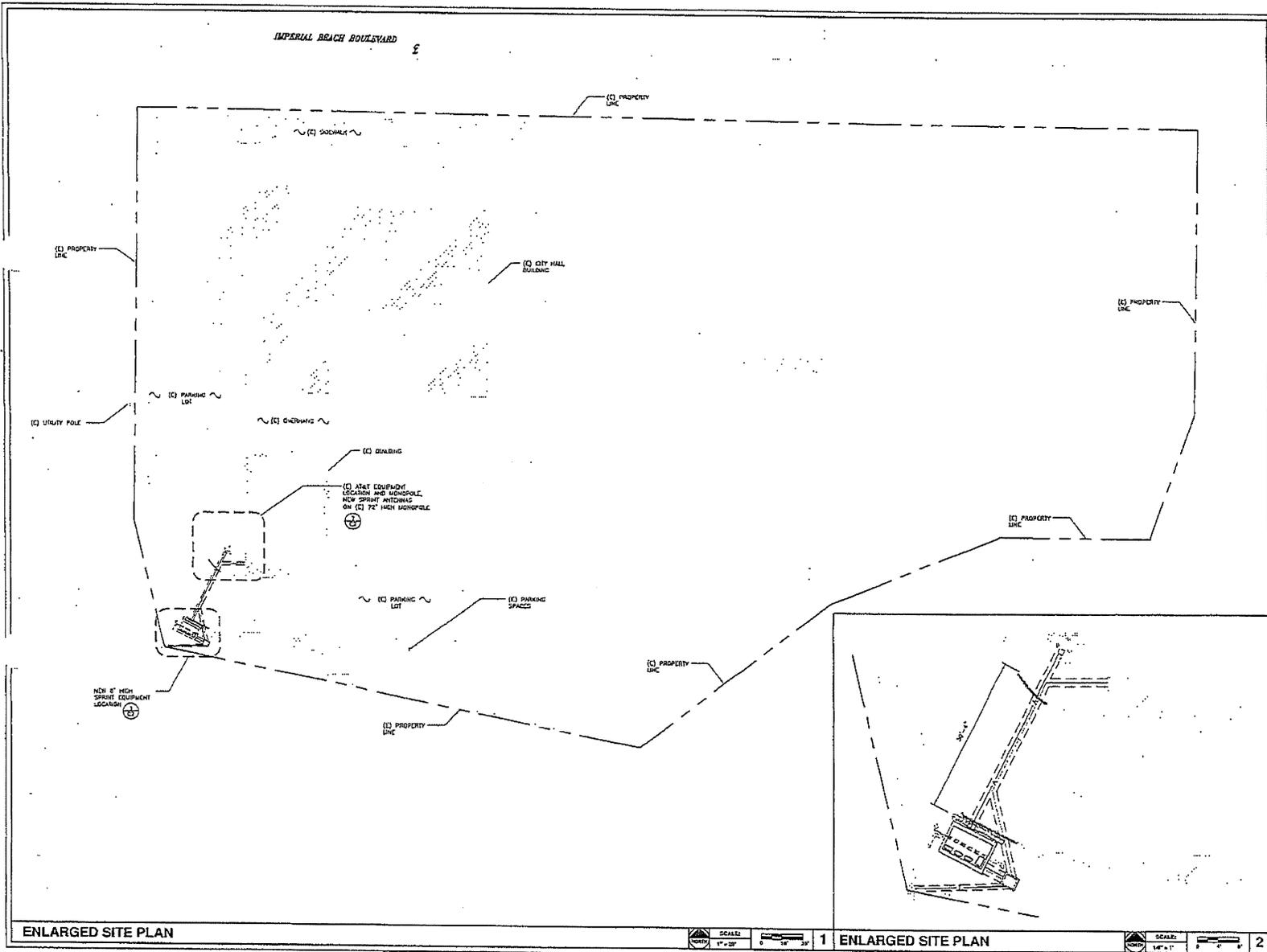
Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Grantee.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, mounting positions and locations of antennae and transmission lines are approximate. Actual type, mounting positions and locations of antennae may vary (non-materially) from what is shown above.





EXHIBIT 2  
(Page 3 of 8)



**Sprint**  
Sprint PCS Assets L.L.C.  
2650 CAMINO DEL RIO NORTH, SUITE 100  
SAN DIEGO, CA 92108

PROJECT INFORMATION:

**AWS CITY HALL**  
SD34XC774F  
825 IMPERIAL BEACH BLVD.  
IMPERIAL BEACH, CA 91932  
CITY OF IMPERIAL BEACH

CURRENT ISSUE DATE:  
**9/06/05**

ISSUED FOR:  
**ZONING**

REV. DATE: ISSUED FOR: BY:

1	10/05/05	ZONING 100Z	CC
0	9/06/05	ZONING 90Z	CC

PLANS PREPARED BY:

**Alcoa Wireless Services, Inc.**  
11486 SANDHILLS ROAD, SUITE 320  
SAN DIEGO, CA 92121  
OFFICE (619) 333-1388  
FAX (619) 333-1389  
PROJECT NO. 1102002

CONSULTANT:

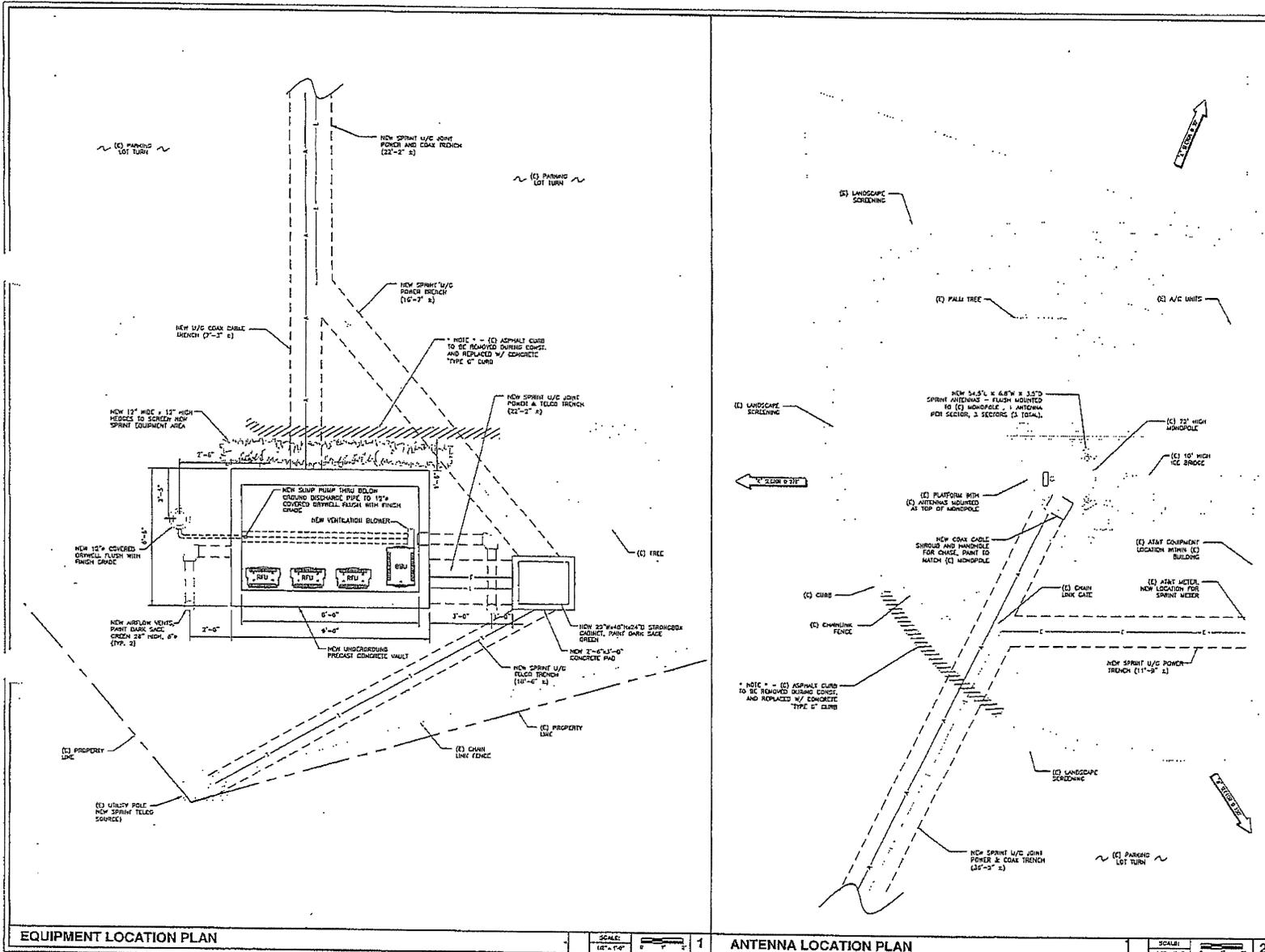
DRAWN BY: GC ES WT  
CHECKED BY: APV

LICENSURE:

SHEET TITLE:  
**SITE PLAN**

SHEET NUMBER: **C1** REVISION: **1**  
SD34XC774

EXHIBIT 2  
(Page 4 of 8)



**Sprint.**  
Sprint PCS Assets L.L.C.  
2650 CANINO DEL RIO NORTH, SUITE 100  
SAN DIEGO, CA 92108

PROJECT INFORMATION:  
**AWS CITY HALL**  
SD34XG774F  
825 IMPERIAL BEACH BLVD.  
IMPERIAL BEACH, CA 92032  
CITY OF IMPERIAL BEACH

CURRENT ISSUE DATE:  
**9/06/05**

ISSUED FOR:  
**ZONING**

REV.	DATE	ISSUED FOR	BY
1	10/06/05	ZONING 100R	CC
0	9/06/05	ZONING 90R	CC

PLANS PREPARED BY:  
**Alexa Wireless Services, Inc.**  
1186 SHERWOOD BLVD. SUITE 200  
SAN DIEGO, CA 92111  
PHONE: (619) 525-0334  
FAX: (619) 525-0344  
PROJECT NO: 144822

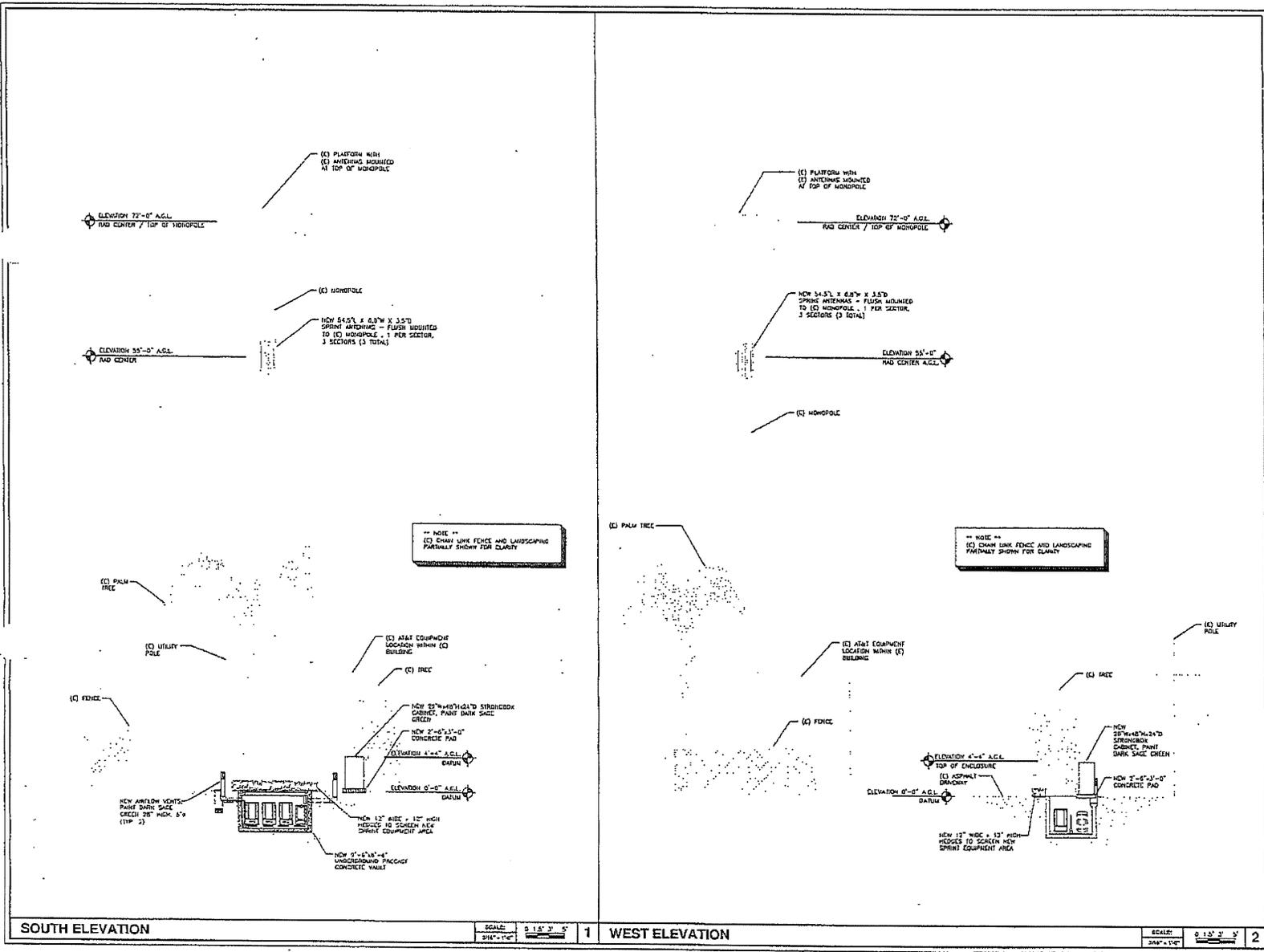
CONSULTANT:

DRAWN BY: CHW, CAPV  
DRAWN BY: GC, ES, WT  
LICENSURE:

SHEET TITLE:  
**DETAILED SITE PLAN**

SHEET NUMBER: **C2** REVISION: **1**  
SD34XG774

EXHIBIT 2  
(Page 5 of 8)



**Sprint**  
Sprint PCS Access L.L.C.  
2650 CAMINO DEL RIO NORTH, SUITE 100  
SAN DIEGO, CA 92108

PROJECT INFORMATION:  
**AWS CITY HALL**  
SD34XC774F  
825 IMPERIAL BLVD-CH CLVD,  
IMPERIAL BEACH, CA 91922  
CITY OF IMPERIAL BEACH

CURRENT ISSUE DATE:  
**9/06/05**

ISSUED FOR:  
**ZONING**

REV. DATE ISSUED FOR BY:

1	10/06/05	ZONING 100X	GC
0	9/06/05	ZONING 90X	GC

PLANS PREPARED BY:  
**Alcoa Wireless Services, Inc.**  
1146 CERRITOS VALLEY RD, SUITE 102  
SAN DIEGO, CA 92111  
619-440-0310 FAX 619-203-0194  
PROJECT NO. 1146033

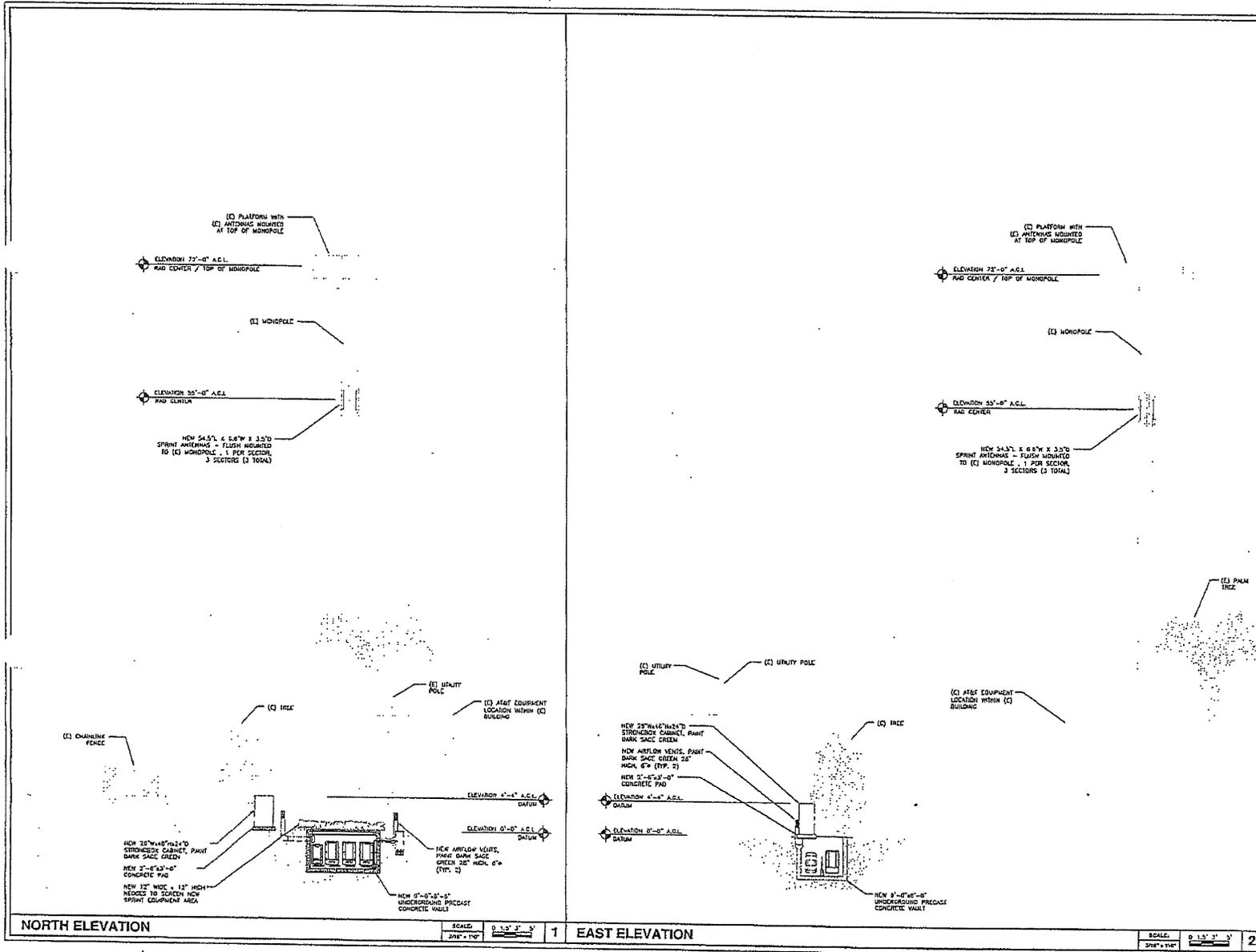
CONSULTANT:

DRAWN BY: GC ES WT  
LICENSED BY: GC ES WT

SHEET TITLE:  
**ELEVATIONS**

SHEET NUMBER: **C3** REVISION: **1**  
SD34XC774

EXHIBIT 2  
(Page 6 of 8)



**Sprint**  
Sprint PCS Assets L.L.C.  
2650 CANINO DEL RIO NORTH, SUITE 100  
SAN DIEGO, CA 92108

PROJECT INFORMATION:  
**AWS CITY HALL**  
SD34XC774F  
825 IMPERIAL BEACH BLVD.  
IMPERIAL BEACH, CA 92532  
CITY OF IMPERIAL 950421

CURRENT ISSUE DATE:  
**9/06/05**

ISSUED FOR:  
**ZONING**

REV. DATE: ISSUED FOR: BY:

1	10/06/05	ZONING 100%	CC
0	9/06/05	ZONING 90%	CC

PLANS PREPARED BY:  
**Aicoa Wireless Services, Inc.**  
1180 WASHINGTON BLVD. SUITE 100  
San Diego, CA 92101  
9546 (SD) 352-7744  
FAX (SD) 352-5044  
PROJECT NO. 1848433

CONSULTANT:

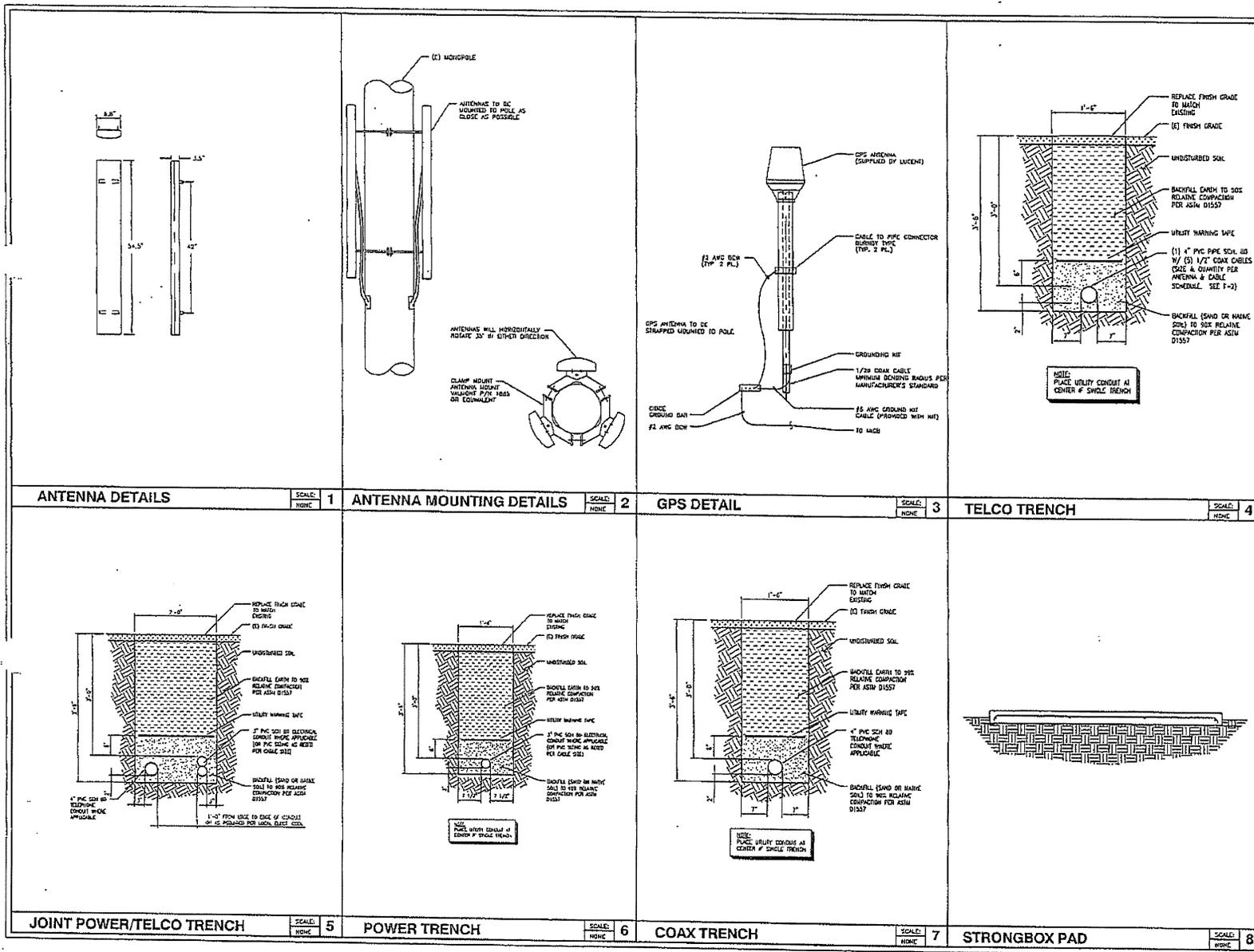
DRAWN BY: CHL APV  
DRAWN BY: CC ES WT

LICENSURE:

SHEET TITLE:  
**ELEVATIONS**

SHEET NUMBER: **C4** REVISION: **1**  
SD34XC774

EXHIBIT 2  
(Page 7 of 8)



**Sprint**  
Sprint PCS Assets L.L.C.  
2650 CANNON CBL, 800 NORTH, SUITE 130  
SAN DIEGO, CA 92108

PROJECT INFORMATION:  
**AWS CITY HALL**  
SD34XC774F  
825 IMPERIAL BEACH BLVD.  
IMPERIAL BEACH, CA 91932  
CITY OF IMPERIAL BEACH

CURRENT ISSUE DATE:  
**9/06/05**

ISSUED FOR:  
**ZONING**

REV. DATE: \_\_\_\_\_ ISSUED FOR: \_\_\_\_\_ BY: \_\_\_\_\_

1	10/06/05	ZONING 100Z	CC
D	9/06/05	ZONING 90Z	CC

PLANS PREPARED BY: \_\_\_\_\_

**Alcoa Wireless Services, Inc.**  
11200 SANDHILL VALLEY RD, SUITE 200  
SAN DIEGO, CA 92121  
PHONE (619) 594-0384  
FAX (619) 582-0384  
PROJECT NO. 1108 033

CONSULTANT: \_\_\_\_\_

DRAWN BY: \_\_\_\_\_ CHK. BY: \_\_\_\_\_

DRAWN BY: CC ES WT

LICENSE: \_\_\_\_\_

SHEET TITLE:  
**DETAILS**

SHEET NUMBER: \_\_\_\_\_ REVISION:  
**C5 1**  
SD34XC774

 **Sprint**  
SD34XC774

CITY OF IMPERIAL BEACH  
825 IMPERIAL BEACH BLVD.  
IMPERIAL BEACH, CA 91932

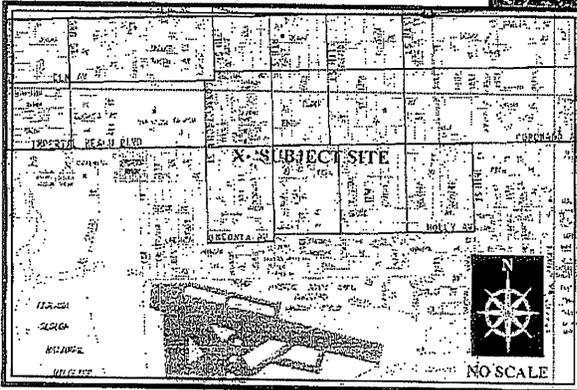
LOOKING SOUTH TOWARD PROPOSED VAULT AREA



SITE PRIOR TO INSTALLATION



SITE AFTER INSTALLATION



VICINITY MAP

LAND USE CONSULTANTS  
760-390-7727

Tenant Site Name: Imperial Beach City Hall

Tenant Site ID #: SD34XC774

**AMENDMENT NO 1 TO NON-EXCLUSIVE LICENSE AGREEMENT FOR CELLULAR SITE**

This Amendment No. 1 to Non-Exclusive License Agreement for Cellular Site (this "**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain License Agreement between City of Imperial Beach, a municipal corporation ("**City/Grantor**") and Sprint PCS Assets, L.L.C., a Delaware limited liability company, ("**Grantee**"), dated October 20, 2005 (the "**Agreement**").

**BACKGROUND**

Pursuant to a License Agreement dated October 20, 2005 and amendments or addendums thereto, City/Grantor leased to Grantee a certain portion of real property located at 827 Imperial Beach Boulevard, in the City of Imperial Beach, in the County of San Diego, State of California. City/Grantor and Grantee therefore desire to modify the provisions of the Agreement as provided below.

**AGREEMENT**

For good and valuable consideration the receipt and sufficiency of which is acknowledged, City/Grantor and Grantee agree as follows:

**1. Lease Fee.** Section 4(a) of the Agreement is amended by adding the following.

Notwithstanding anything set forth in this Section 4 to the contrary, within thirty (30) days following commencement of the modifications pursuant to Exhibit B-1, the base rent hereunder shall be increased by Three Hundred Dollars and 00/100ths (\$300.00) per month.

**2. Modification to the Facilities.** Exhibit B to the Amendment is hereby amended to include the modifications identified on Exhibit B-1 a copy of which is attached and made a part hereof. Exhibit B-1 supplements Exhibit B to the Amendment, and shall not be deemed to supersede or otherwise modify Exhibit B or any part thereof except to the extent specifically set forth in Exhibit B-1. Upon full execution of this Amendment, Grantee is permitted to do all work necessary to prepare, maintain and alter the Grantee's Facilities to install or otherwise modify Grantee's Facilities, all as more fully described and contemplated in Exhibit B-1. Grantee shall provide written notice to Grantor three (3) days prior to modification to Grantee's Facilities.

**3. General Terms and Conditions.**

(a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

(c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

The parties have executed this Amendment as of the Effective Date.

**City/Grantor:**

City of Imperial Beach, a municipal corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
**(Date must be completed)**

**Grantee:**

Sprint PCS Assets, L.L.C., a Delaware limited liability company,

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
**(Date must be completed)**



NETWORK VISION MMBTS LAUNCH  
**EXHIBIT B-1**  
**SPRINT CITY HALL**  
**SD34XC774**

827 IMPERIAL BEACH BLVD  
 IMPERIAL BEACH, CA 91932

LATITUDE: 32.57591000 (32° 34' 33.275" N)  
 LONGITUDE: -117.11633000 (117° 06' 58.788" W)



PROJECT INFORMATION:  
 NETWORK VISION  
 MMBTS LAUNCH  
  
 AWS CITY HALL  
 SD34XC774  
  
 827 IMPERIAL BEACH BLVD,  
 IMPERIAL BEACH, CA 91932

ISSUED DATE:  
 03/01/13  
  
 ISSUED FOR:  
 100% ZD REVIEW

REVISIONS			
REV.	DATE	DESCRIPTION	INT.
0	11/21/12	90% ZD REVIEW	AA
1	02/19/13	100% ZD	RKS
2	03/01/13	COA'S	RK9
3	06/27/13	COA'S CORRECTIONS	BHM

NOT FOR CONSTRUCTION UNLESS  
 LABELED AS CONSTRUCTION SET

LICENSE:  
  
 SHEET TITLE:  
**TITLE SHEET**

SHEET NUMBER:	REVISION:
<b>T-1</b>	<b>3</b>

**PROJECT ENGINEER**  
 M.SQUARED ENGINEERS  
 121 W. EL PORTAL SUITE 101  
 SAN CLEMENTE, CALIFORNIA 92672  
 CONTACT: MICHAEL MONTELEO  
 PHONE: (949) 967-4012  
 EMAIL: mmonteleo@msquaredengineers.com

**SITE ACQUISITION MANAGER**  
 ALCATEL-LUCENT  
 9605 SCRANTON ROAD, SUITE 400  
 SAN DIEGO, CALIFORNIA 92121  
 CONTACT: ROBERT KRUESS  
 PHONE: (858) 323-1191  
 EMAIL: rkrue@alcatel-lucent.com

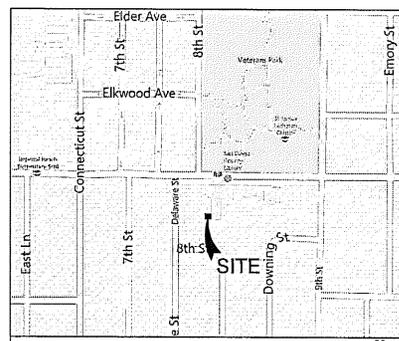
**CONSTRUCTION MANAGER:**  
 ALCATEL-LUCENT  
 9605 SCRANTON ROAD, SUITE 400  
 SAN DIEGO, CALIFORNIA 92121  
 CONTACT: ROB THOMPSON  
 PHONE: (858) 323-1112  
 EMAIL: rthompson@alcatel-lucent.com

**PLANNING CONSULTANT**  
 SAC WIRELESS SITE DEVELOPMENT  
 6995 DECATO AVENUE, SUITE 142  
 LOS ANGELES, CA 91087  
 CONTACT: MARY HAMILTON  
 PH: 889-729-1180  
 EMAIL: mary.hamilton@sacw.com

**TELCO COMPANY:**  
 AT&T  
 PH: (888) 944-0447

**POWER COMPANY:**  
 SDC&E  
 PH: (800) 338-7343

**RF ENGINEER:**  
 DARRISH KIKORAVI  
 EMAIL: dkikoravi@alcatel-lucent.com



**VICINITY MAP**

FROM SAN DIEGO INTERNATIONAL AIRPORT,  
 3225 NORTH HARBOUR DRIVE, SAN DIEGO, CA 92101

- HEAD WEST ON AIRPORT TERMINAL RD 413 FT
- SLIGHT LEFT TO STAY ON AIRPORT TERMINAL RD 0.3 MI
- KEEP RIGHT AT THE FORK 433 FT
- TURN LEFT ONTO N HARBOUR DR 1.4 MI
- TURN LEFT ONTO W DRAPE ST 0.4 MI
- TAKE THE INTERSTATE S RAMP 0.2 MI
- MERGE ONTO I-5 N 1.5 MI
- TAKE EXIT 5A FOR CALIFORNIA AVE 0.3 MI
- TURN RIGHT ONTO CA-75 N PALM AVE 1.5 MI
- TURN LEFT ONTO 9TH ST 0.3 MI
- TURN RIGHT ONTO IMPERIAL BEACH BLVD DESTINATION WILL BE ON THE LEFT 440 FT

END AT 827 IMPERIAL BEACH BLVD IMPERIAL BEACH, CA 91932

**DRIVING DIRECTIONS**

SPRINT PROPOSES TO MODIFY ITS EXISTING ANTENNA AND EQUIPMENT IN AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY.

- INSTALL (I) (N) PANEL ANTENNAS
- INSTALL (I) (N) RRFS
- INSTALL (I) (N) FIBER OPTIC CABLE USING EXISTING COAX ROUTE
- INSTALL (I) (N) EQUIPMENT CABINETS

**PROJECT DESCRIPTION**

---	PROPERTY LINE	⊕	DETAIL REFERENCE
- - - -	FENCE LINE	⊕	ELEVATION REFERENCE
- · - · -	HOLLOW METAL FENCE		
- · - · -	COAXIAL CABLE		
▭	CABLE TRAY		
- · - · -	CABLE BRIDGE		

BTS: BASE TRANSCEIVER STATION  
 CDMA: CODE DIVISION MULTIPLE ACCESS  
 RRFS: REMOTE RADIO HEADS  
 GPS: GLOBAL POSITIONING SYSTEM

**LEGEND**

**APPLICANT:**  
 SAC WIRELESS SITE DEVELOPMENT ON BEHALF OF  
 ALCATEL-LUCENT FOR SPRINT PCS  
 9605 SCRANTON ROAD, SUITE 400  
 SAN DIEGO, CALIFORNIA 92121

**PROPERTY OWNER:**  
 CITY OF IMPERIAL BEACH  
 855 IMPERIAL BEACH  
 IMPERIAL BEACH, CA 91932  
 CONTACT: GARY BROWN  
 PHONE: (619) 423-4000

**PROPERTY INFORMATION:**  
 827 IMPERIAL BEACH BLVD  
 IMPERIAL BEACH, CA 91932

ZONING CLASSIFICATION: IC05  
 EXISTING CONSTRUCTION TYPE: TYPE V4N  
 PROPOSED CONSTRUCTION TYPE: TYPE V4N  
 EXISTING OCCUPANCY: U  
 PROPOSED OCCUPANCY: U

JURISDICTION: CITY OF SAN DIEGO  
 EXISTING USE: TELECOMMUNICATIONS  
 PROPOSED USE: TELECOMMUNICATIONS

**PARCEL NUMBER:**  
 020-11-527

**LEASE AREA:**  
 NON-EXCLUSIVE LICENSE AGREEMENT FOR CELLULAR SITE

**PROJECT SUMMARY**

SHEET	DESCRIPTION
T-1	TITLE SHEET
A-1	OVERALL SITE PLAN
A-2	ENLARGED EQUIPMENT PLAN
A-3	ENLARGED ANTENNA PLAN
A-4	WEST & SOUTH ELEVATIONS
A-5	DETAILS

**SHEET INDEX**

**CALIFORNIA STATE CODE COMPLIANCE**

SPRINT PROPOSES THAT ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES, NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONTRIBUTING TO THESE CODES.

CALIFORNIA FIRE CODE, 2010 EDITION  
 CALIFORNIA BUILDING CODE, 2010 EDITION  
 CALIFORNIA PLUMBING CODE, 2010 EDITION  
 CALIFORNIA MECHANICAL CODE, 2010 EDITION  
 CALIFORNIA ELECTRICAL CODE, 2010 EDITION  
 CALIFORNIA GREEN BUILDING CODE, 2010 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

**ACCESSIBILITY REQUIREMENTS**

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2010 CALIFORNIA BUILDING CODE.

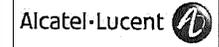


**CODE BLOCK**

**PROJECT TEAM**

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 11"x17" OR 24"x36" FORMAT. IF THIS DRAWING SET IS NOT 11"x17" OR 24"x36", THIS SET IS NOT TO SCALE.

**DRAWING SCALE**



PROJECT INFORMATION:  
**NETWORK VISION  
 MMBTS LAUNCH**  
  
**AWS CITY HALL**  
 SD34XC774  
  
 827 IMPERIAL BEACH BLVD,  
 IMPERIAL BEACH, CA 91932

ISSUED DATE:  
 03/01/13

ISSUED FOR:  
 100% ZD REVIEW

REVISIONS			
REV.	DATE	DESCRIPTION	INT.
0	11/02/12	80% ZD REVIEW	AA
1	02/19/13	100% ZD	RKS
2	03/01/13	COA'S	RKS
3	05/27/13	COA'S CORRECTIONS	BHM

NOT FOR CONSTRUCTION UNLESS  
 LABELED AS CONSTRUCTION SET

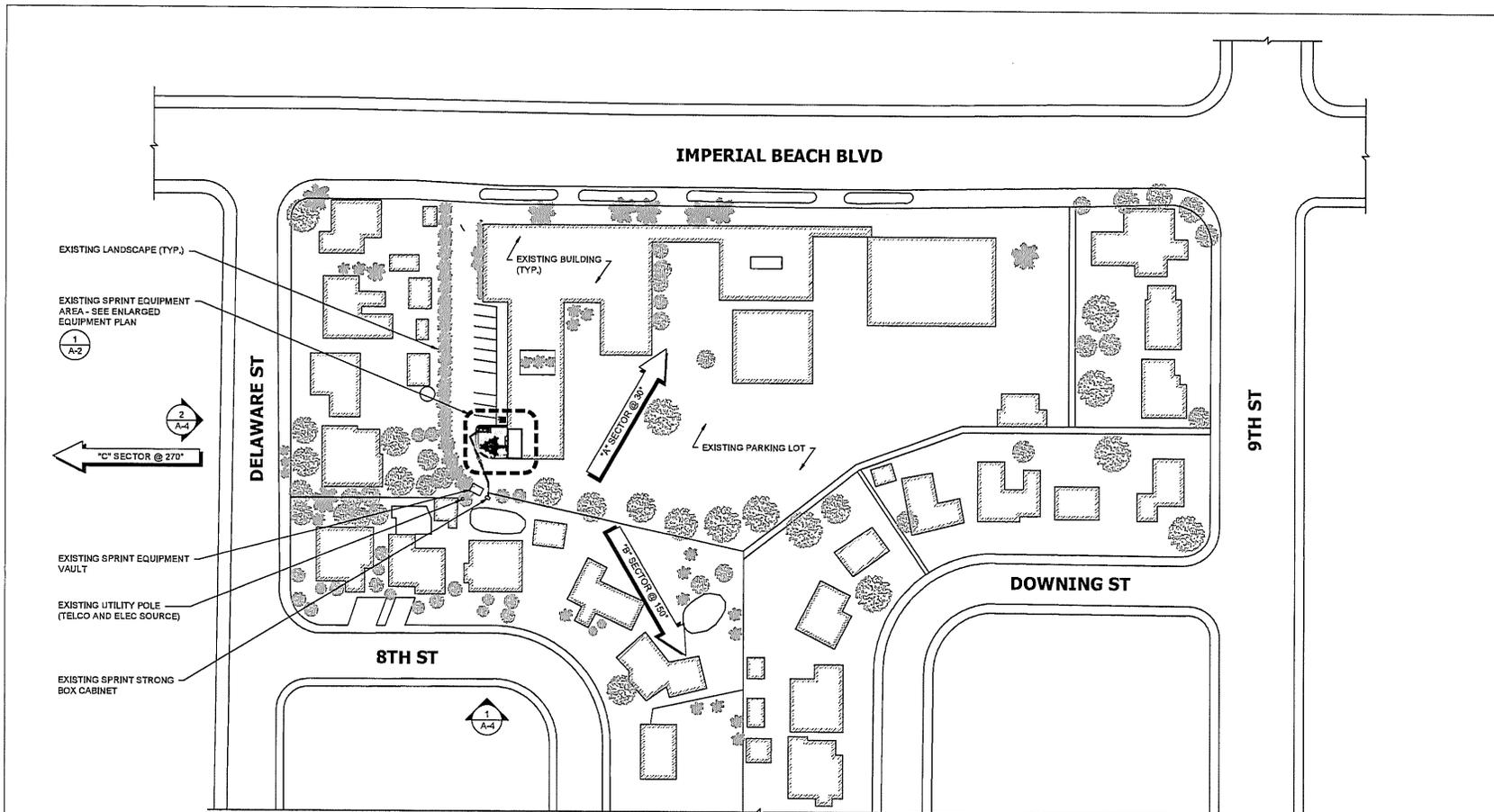
LICENSE:

SHEET TITLE:

**OVERALL SITE PLAN**

SHEET NUMBER: REVISION:

**A-1**      **3**



EXISTING LANDSCAPE (TYP.)  
 EXISTING SPRINT EQUIPMENT AREA - SEE ENLARGED EQUIPMENT PLAN  
 1  
 A-2

2  
 A-4  
 "C" SECTOR @ 270°

EXISTING SPRINT EQUIPMENT VAULT  
 EXISTING UTILITY POLE (TELCO AND ELEC SOURCE)

EXISTING SPRINT STRONG BOX CABINET

**NOTES:**  
 1. THE EXISTING MONOPOLE TO BE REPAINTED  
 2. THE PROPOSED ANTENNAS AND RRH'S SOLAR SHIELDS TO BE PAINTED TO MATCH THE MONOPOLE  
 3. EXISTING CHAIN LINK FENCE TO BE PLACED FOR AN MORE AESTHETICALLY PLEASING VINYL COATED CHAIN LINK FENCE  
 4. EXISTING LANDSCAPING AREA TO BE CLEANED UP AROUND ANTENNAS

**DISCLAIMER NOTE:**  
 MSQUARED ENGINEERS HAS GENERATED A SITE PLAN WITHOUT USING A TOPOGRAPHIC SURVEY. PROPERTY LINES, POWER/TELCO UTILITY POINT OF CONNECTIONS/ROUTES AND EASEMENT SHOWN ON THESE PLANS ARE ESTIMATED.

**ANTENNA SCHEDULE**

SECTOR	ANTENNA	EXISTING AZIMUTH	RAD CENTER	NUMBER OF (E) ANTENNAS	ANTENNA MODEL	ELECTRICAL TILT	MECHANICAL TILT	RRH	RRH MODEL	FIBER OPTIC MODEL	FIBER OPTIC LENGTH (ft)
1	-	30°	42.10'	1	APXVSP18-CA35	-	0	-	1900 NV 4X45W	(1) HYBRIFLEX 1-1/4"Ø HB114-1-082U4-MSJ	52'
2	-	150°	42.10'	1	APXVSP18-CA35	-	0	-	1900 NV 4X45W	(1) HYBRIFLEX 1-1/4"Ø HB114-1-082U4-MSJ	52'
3	-	270°	42.10'	1	APXVSP18-CA35	-	0	-	1900 NV 4X45W	(1) HYBRIFLEX 1-1/4"Ø HB114-1-082U4-MSJ	52'
4	N/A										

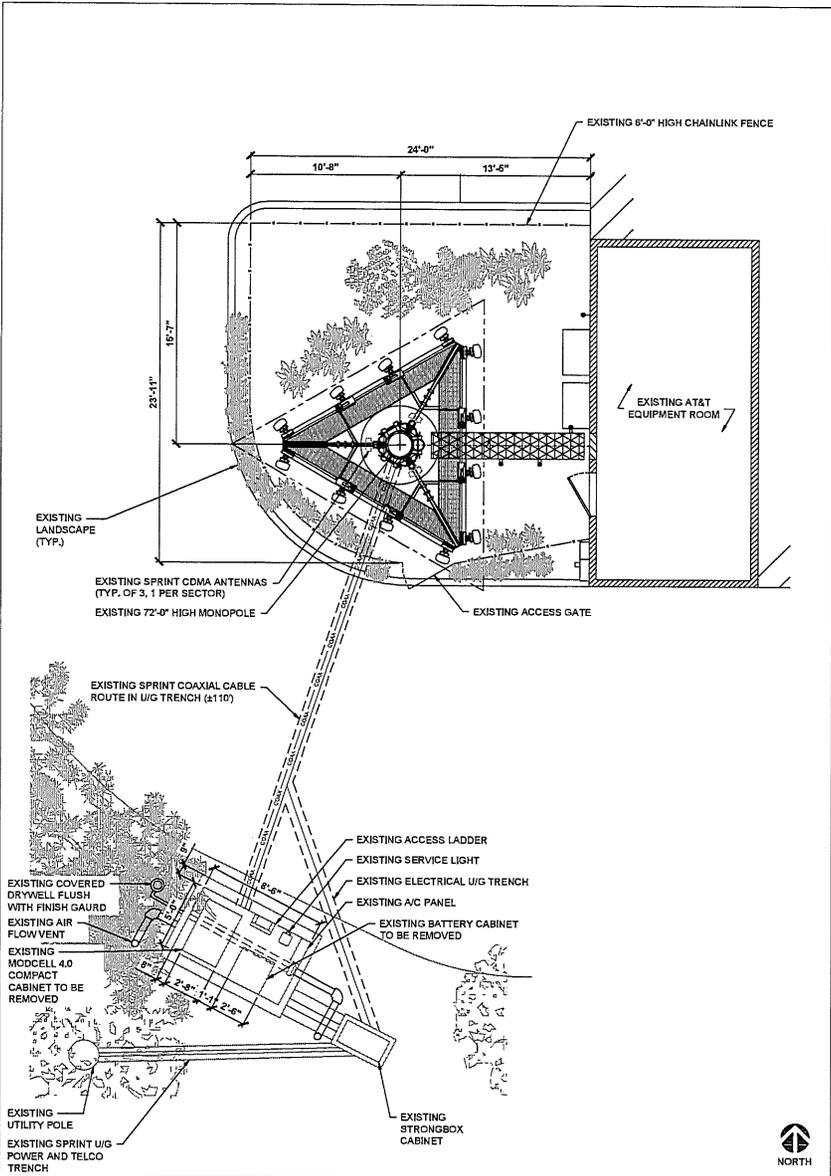
IMPORTANT NOTE: INSTALLERS TO VERIFY LATEST RF DATA SHEET AND PLUMBING/WIRING DIAGRAMS, PRIOR TO INSTALLATION.



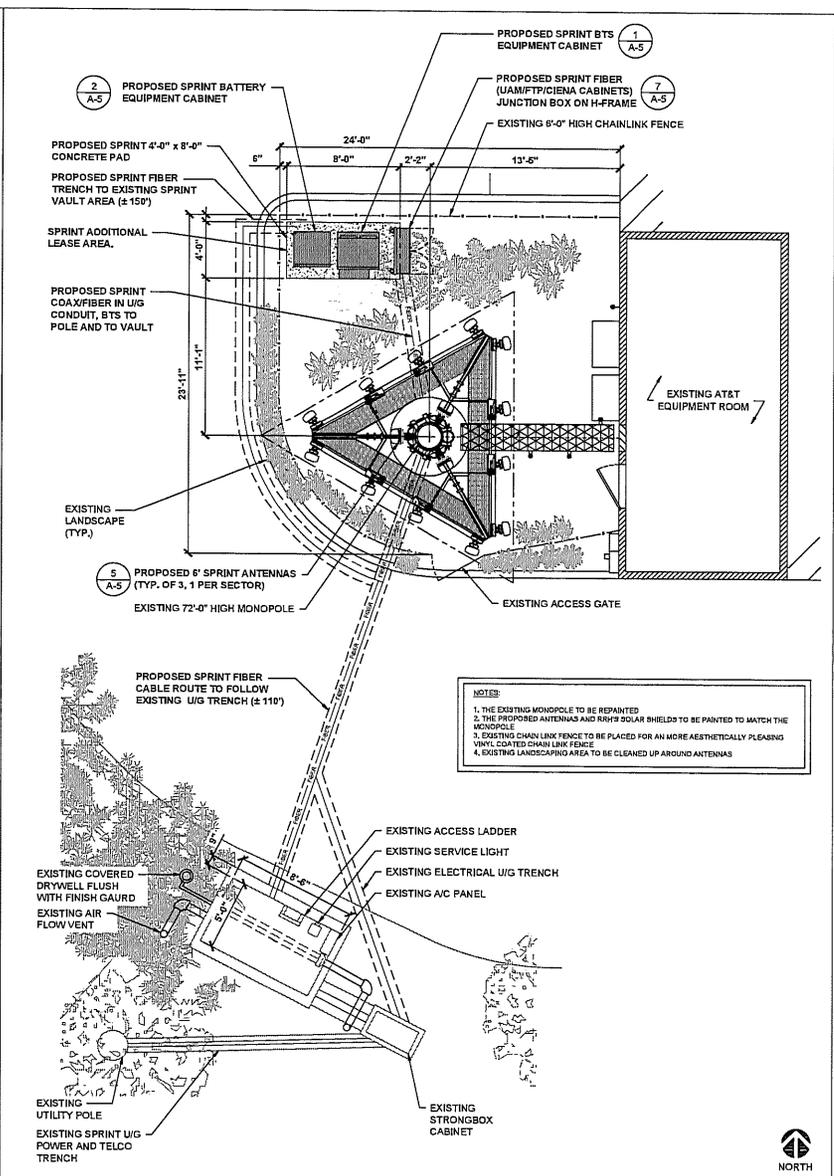
**OVERALL SITE PLAN**

1" = 150'-0" (2&0/0)  
 (OR) 1/2" = 150'-0" (11x17)

1



**EXISTING EQUIPMENT PLAN** 1



**PROPOSED "FINAL" EQUIPMENT PLAN** 1

**NOTES:**  
 1. THE EXISTING MONOPOLE TO BE REPAINTED  
 2. THE PROPOSED ANTENNAS AND RRH'S SOLAR SHIELDS TO BE PAINTED TO MATCH THE MONOPOLE  
 3. EXISTING CHAIN LINK FENCE TO BE PLACED FOR AN MORE AESTHETICALLY PLEASING VINYL COATED CHAIN LINK FENCE  
 4. EXISTING LANDSCAPING AREA TO BE CLEANED UP AROUND ANTENNAS



PROJECT INFORMATION:  
 NETWORK VISION  
 MMBTS LAUNCH  
 AWS CITY HALL  
 SD34XC774  
 827 IMPERIAL BEACH BLVD,  
 IMPERIAL BEACH, CA 91832

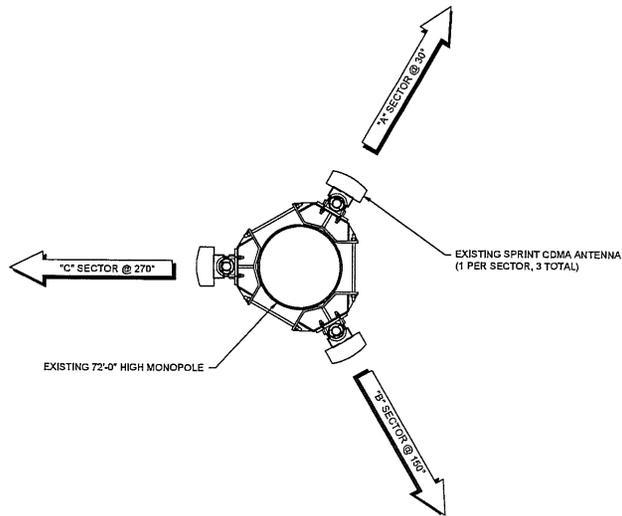
ISSUED DATE:  
 03/01/13  
 ISSUED FOR:  
 100% ZD REVIEW

REVISIONS			
REV.	DATE	DESCRIPTION	INT.
0	11/21/12	90% ZD REVIEW	AA
1	02/16/13	100% ZD	RKS
2	03/01/13	COA'S	RKS
3	06/27/13	COA'S CORRECTIONS	BHM

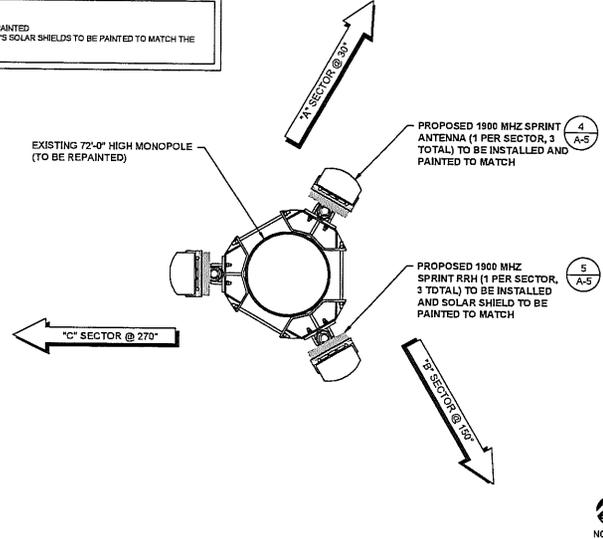
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET  
 LICENSEURE:  
 SHEET TITLE:

**ENLARGED EQUIPMENT PLAN**

SHEET NUMBER: **A-2** REVISION: **3**



**NOTES:**  
 1. THE EXISTING MONOPOLE TO BE REPAINTED  
 2. THE PROPOSED ANTENNAS AND RRHS SOLAR SHIELDS TO BE PAINTED TO MATCH THE MONOPOLE



**EXISTING ANTENNA PLAN**

0 6" 1" 2" SCALE: 1/2" = 1'-0" (24x36)  
 (OR) 1/4" = 1'-0" (11x17)

1

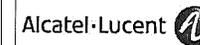
**PROPOSED "FINAL" ANTENNA PLAN**

0 6" 1" 2" SCALE: 1/2" = 1'-0" (24x36)  
 (OR) 1/4" = 1'-0" (11x17)

2

NOT USED

NOT USED



PROJECT INFORMATION:  
 NETWORK VISION  
 MMBTS LAUNCH  
 AWS CITY HALL  
 SD34XC774  
 827 IMPERIAL BEACH BLVD,  
 IMPERIAL BEACH, CA 91932

ISSUED DATE:  
 03/01/13

ISSUED FOR:  
 100% ZD REVIEW

REVISIONS			
REV.	DATE	DESCRIPTION	INIT.
0	11/2/12	80% ZD REVIEW	AA
1	02/19/13	100% ZD	RKS
2	03/01/13	COA'S	RKS
3	06/27/13	COA'S CORRECTIONS	BHM

NOT FOR CONSTRUCTION UNLESS  
 LABELED AS CONSTRUCTION SET

LICENSEURE:  
 SHEET TITLE:

**ENLARGED  
 ANTENNA PLAN**

SHEET NUMBER:	REVISION:
<b>A-3</b>	<b>3</b>



PROJECT INFORMATION:

NETWORK VISION  
MMBTS LAUNCH

AWS CITY HALL  
SD34XC774

827 IMPERIAL BEACH BLVD,  
IMPERIAL BEACH, CA 91832

ISSUED DATE:

03/01/13

ISSUED FOR:

100% ZD REVIEW

REVISIONS

REV.	DATE	DESCRIPTION	INTL.
0	11/21/12	90% ZD REVIEW	AA
1	02/19/13	100% ZD	RKS
2	03/01/13	COA'S	RKS
3	05/21/13	COA'S CORRECTIONS	BHM

NOT FOR CONSTRUCTION UNLESS  
LABELED AS CONSTRUCTION SET

LICENSE:

SHEET TITLE:

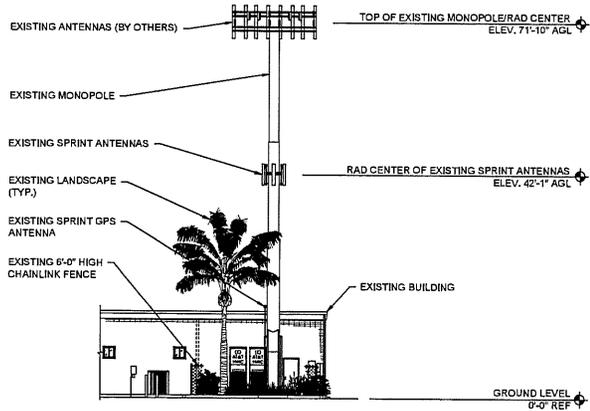
SOUTH & EAST  
ELEVATIONS

SHEET NUMBER:

REVISION:

A-4

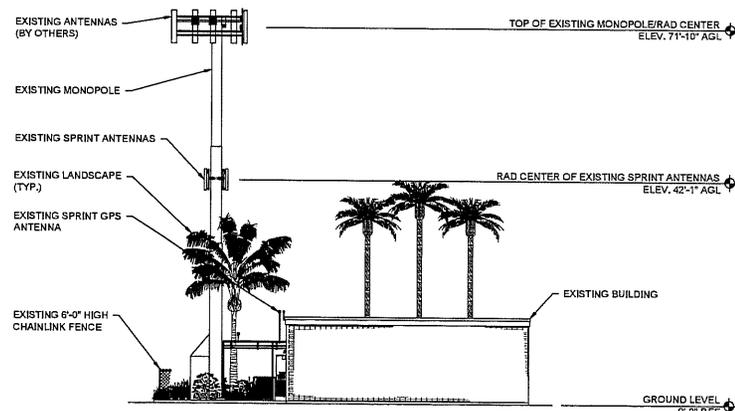
3



EXISTING WEST ELEVATION

SCALE: 3/8" = 1'-0" (24x36)  
(OR) 3/16" = 1'-0" (11x17)

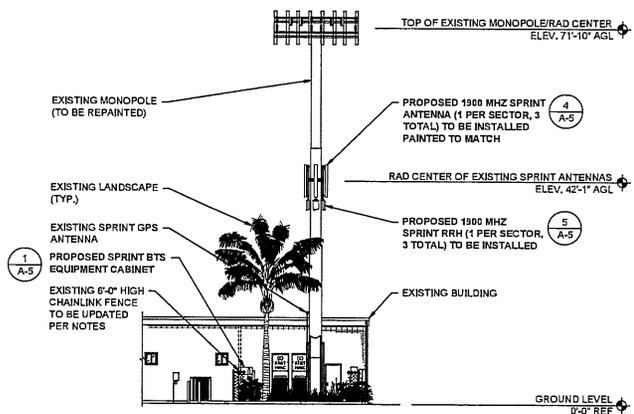
1



EXISTING SOUTH ELEVATION

SCALE: 3/8" = 1'-0" (24x36)  
(OR) 3/16" = 1'-0" (11x17)

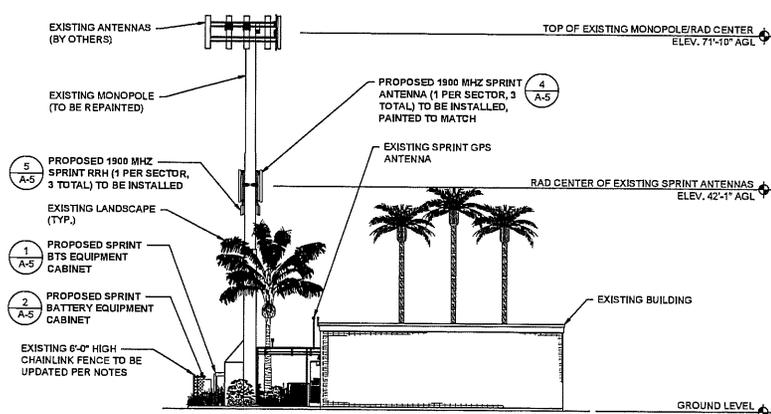
2



PROPOSED WEST ELEVATION

SCALE: 3/8" = 1'-0" (24x36)  
(OR) 3/16" = 1'-0" (11x17)

3



PROPOSED SOUTH ELEVATION

SCALE: 3/8" = 1'-0" (24x36)  
(OR) 3/16" = 1'-0" (11x17)

4

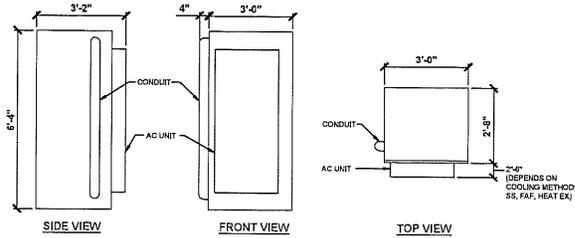
NOTES:

1. THE EXISTING MONOPOLE TO BE REPAINTED
2. THE PROPOSED ANTENNAS AND RRH/SOLAR SHIELDS TO BE PAINTED TO MATCH THE MONOPOLE
3. EXISTING CHAIN LINK FENCE TO BE PLACED FOR AN MORE AESTHETICALLY PLEASING VINYL COATED CHAIN LINK FENCE

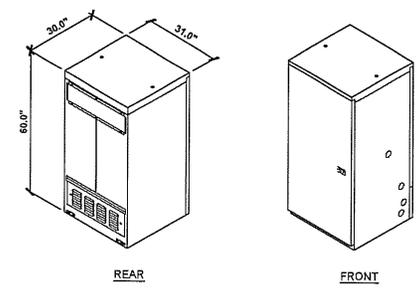
NOTES:

1. THE EXISTING MONOPOLE TO BE REPAINTED
2. THE PROPOSED ANTENNAS AND RRH/SOLAR SHIELDS TO BE PAINTED TO MATCH THE MONOPOLE
3. EXISTING CHAIN LINK FENCE TO BE PLACED FOR AN MORE AESTHETICALLY PLEASING VINYL COATED CHAIN LINK FENCE

MANUFACTURER: ALCATEL-LUCENT  
 MODEL #: 9927  
**MAIN CABINET DIMENSIONS:**  
 HEIGHT: 78.1"  
 WIDTH: 35.4"  
 DEPTH: 37.5"  
**ESTIMATED MAX WEIGHT:**  
 FACTORY: 1990 LBS  
 UPGRADED: 1900 LBS



MANUFACTURER: ANDREW (COMMSCOPE)  
 MODEL: R8ED2  
**CABINET DIMENSIONS:**  
 HEIGHT: 60 IN. (152.4 CM)  
 WIDTH: 31 IN. (78.7 CM)  
 DEPTH: 30 IN. (76.2 CM)  
 CABINET OPERATING TEMPERATURE RANGE:  
 -40°C TO 40°C

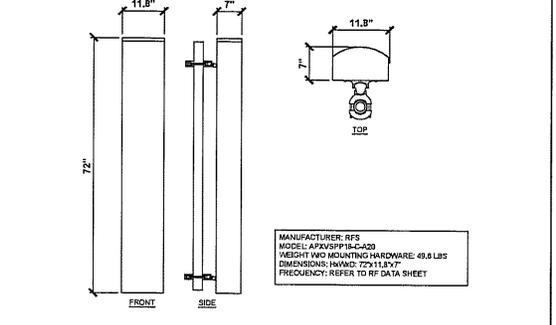
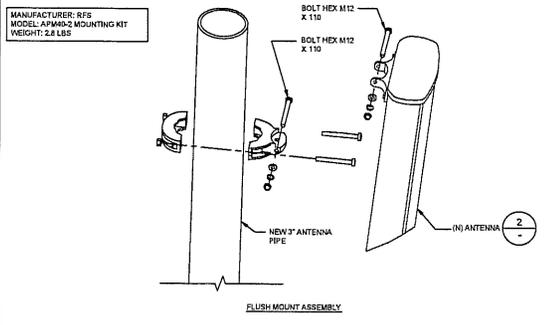


**NEW BTS 9927 CABINET**

SCALE: N.T.S. 1

**NEW BATTERY BACKUP CABINET**

SCALE: N.T.S. 2

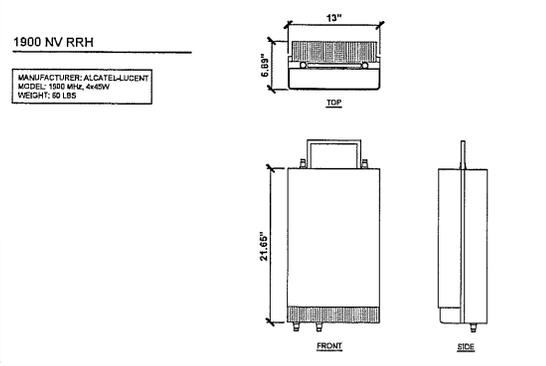


**NEW 1900 NV ANTENNA**

SCALE: N.T.S. 3

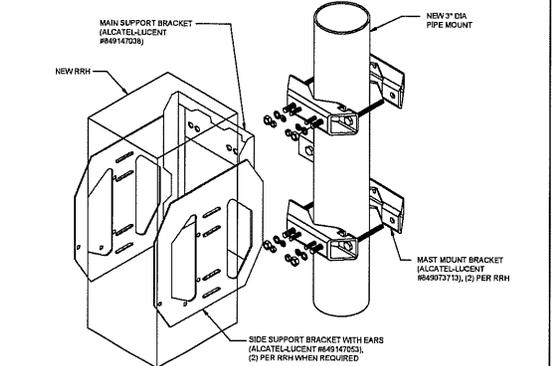
**1900 NV DUAL ANTENNA MOUNT**

SCALE: N.T.S. 4



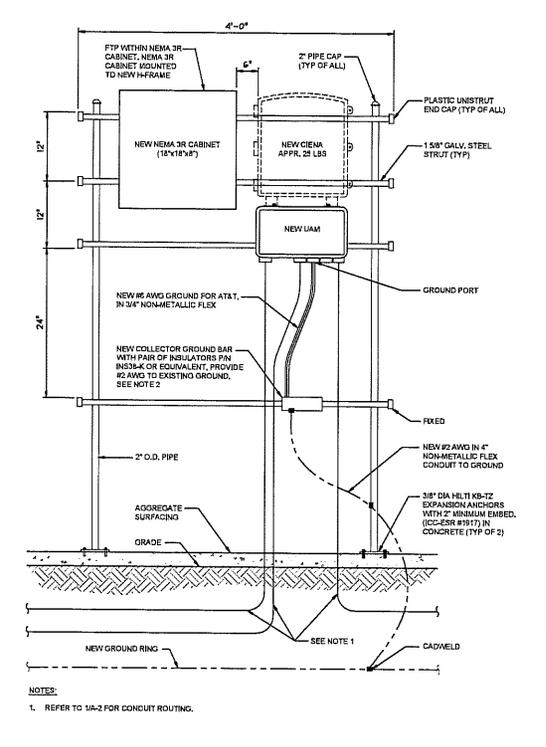
**1900 NV RRH**

SCALE: N.T.S. 5



**1900 NV RRH MOUNT DETAIL**

SCALE: N.T.S. 6



**FIBER H-FRAME**

SCALE: N.T.S. 7

**Sprint**

**Alcatel-Lucent**

**m.squared ENGINEERS**  
 121 W. EL PORTAL SUITE 101  
 SAN CLEMENTE, CA 92722

PROJECT INFORMATION:  
**NETWORK VISION  
 MMBTS LAUNCH**

**AWS CITY HALL**  
 SD34XC774

427 IMPERIAL BEACH BLVD.  
 IMPERIAL BEACH, CA 91832

ISSUED DATE: 03/01/13

ISSUED FOR: 100% ZD REVIEW

REVISIONS			
REV.	DATE	DESCRIPTION	INT.
0	11/21/12	90% ZD REVIEW	AA
1	02/19/13	100% ZD	RKS
2	03/01/13	COA'S	RKS
3	06/27/13	COA'S CORRECTIONS	BHM

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

LIENSURE:

SHEET TITLE: **DETAILS**

SHEET NUMBER: **A-5** REVISION: **3**



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: JULY 17, 2013

ORIGINATING DEPT.: CITY MANAGER *GB*

FROM: GREGORY WADE, ASSISTANT CITY MANAGER *GW*

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-7366 APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND VERIZON WIRELESS, LLC, FOR MODIFICATOINS TO EXISTING TELECOMMUNICATION FACILITIES LOCATED AT 825 IMPERIAL BEACH BOULEVARD (CITY HALL COMPLEX)

---

**BACKGROUND:**

On September 18, 2002, the City Council adopted Resolution Number 2002-5678 authorizing the execution of a Lease Agreement (the "Agreement") between the City of Imperial Beach and Verizon Wireless, LLC (Verizon) to take over an abandoned mono-palm antenna pole to provide wireless telecommunications services to the area. The mono-palm and associated mechanical equipment was located within an enclosure at the east end of the Civic Center (City Hall) Complex adjacent to the Fire Department and behind Pump Station No. 8. Upon execution of the Agreement, Verizon paid rent to the City beginning in the amount of \$2,000 per month for the first year which, beginning in the thirteenth month of the lease term and annually thereafter, increased by a multiplier determined by dividing the Revised Consumer Price Index (the "CPI") by the CPI for the same calendar month of the prior year. Each adjustment applies to each subsequent month until the next adjustment occurs at the end of each year. In no event was the base rent reduced and in no event would any increase exceed six percent (6%). Based upon the required annual increases, the rent is currently \$2,654.24 per month. The term of the Agreement was for an initial five (5) years with five (5) automatic five (5) year renewals, unless earlier terminated, for an aggregate total of thirty (30) years. The Agreement was executed on September 18, 2002 and, unless terminated sooner, will expire on September 18, 2032. Attachment 2 to this staff report contains a copy of the current Agreement.

**DISCUSSION:**

The proposed First Amendment to the Agreement (the "Amendment") would allow Verizon to modify the existing facility by expanding the existing utility cabinet enclosure by constructing a six-foot tall concrete masonry block wall to match the existing block wall and adding a new generator within the expanded enclosure. The Community Development Department has reviewed this request and determined that it would be consistent with the existing Conditional Use Permit as long as the following improvements are included:

- The chain link gates are replaced with a material more suitable for the Imperial Beach design review corridor.
- Only one parking space may be impacted by the proposed expanded enclosure.
- No smoking signage is provided per 2010 CFC 3404.2.3.1.
- A portable fire extinguisher is provided per 2010 CFC 906.
- Hazard placarding is provided per NFPA 704 Standard.

Pursuant to the terms of the proposed Amendment, the rent would be increased by \$325.00 per month to bring the current rent up to \$2,979.24 per month. Additionally, the Amendment would modify the annual CPI increase from a CPI-based increase to a flat-rate annual increase of three and a half percent (3.5%). Finally, the First Amendment would add one five (5) year renewal term making the projected end date of the Agreement September 18, 2035. All other terms of the Agreement would remain unchanged and effective. The increased rent would begin on the first day of the month after Verizon commences installation of the Improvements. A copy of the First Amendment is included as Attachment 3 to this staff report.

**ENVIRONMENTAL IMPACT:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

This First Amendment to the Agreement will generate general fund revenue of approximately \$35,750 during year one of the Agreement and would escalate 3.5% per year for another twenty-two years, unless the agreement is terminated sooner. If this lease agreement remains in effect the remaining twenty-two of the thirty-five year aggregate term, it will generate over \$ 1.1 million in general fund revenue to the City.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2013-7366 approving the First Amendment to the Lease Agreement between the City of Imperial Beach and Verizon Wireless, LLC for modifications to their existing wireless telecommunications facility at 825 Imperial Beach Boulevard.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7366
2. Current Lease Agreement
3. Amendment to the Lease Agreement between the City of Imperial Beach and Verizon Wireless, LLC

RESOLUTION NO. 2013-7366

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH VERIZON WIRELESS, LLC TO PROVIDE MODIFICATIONS TO AN EXISTING TELECOMMUNICATIONS FACILITY AT 825 IMPERIAL BEACH BLVD.**

**WHEREAS**, the City of Imperial Beach (the "City") owns certain property at 825 Imperial Beach Boulevard more commonly known as the City Hall complex (the "Property"); and

**WHEREAS**, on September 18, 2002, the City Council of the City adopted Resolution No. 2002-5678 approving a Lease Agreement (the "Agreement") between the City and Verizon to use an existing and abandoned wireless telecommunication facility located on a portion of the Property; and

**WHEREAS**, Verizon desires to modify their existing telecommunications facilities (the "Facilities") installed on a portion of the Property in connection with its federally licensed communications business; and

**WHEREAS**, the City desires to grant to Verizon the right to modify their existing Facilities on a portion of the Property in accordance with the First Amendment to the existing Agreement (the "First Amendment") for good and valuable consideration; and

**WHEREAS**, the modifications to the existing Facilities will be consistent with the Conditional Use Permit issued under the Agreement so long as certain improvements are completed; and

**WHEREAS**, the City, by executing and entering into this First Amendment, grants written permission to Verizon to use the Property for the purposes contemplated hereunder in accordance with the terms of the First Amendment and the original Agreement.

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

1. That the above recitations are true and correct.
2. That the City Council hereby adopts Resolution No. 2013-7366 authorizing the City Manager to execute a First Amendment to the Lease Agreement between the City of Imperial and Verizon Wireless, L.L.C. to modify existing telecommunications facilities on a portion of the Property located at 825 Imperial Beach Boulevard by expanding the mechanical equipment enclosure to install a new generator and constructing a new six-foot tall concrete masonry block wall to match the existing enclosure and authorizes and directs the City manager or designee to execute said First Amendment for and on behalf of the City of Imperial Beach. The modifications under the First Amendment shall be accompanied by improvements identified by the Community Development Department so that the Facilities remain consistent with the existing Conditional Use Permit.
3. That the City Council finds that the proposed modifications to the existing Facilities does not require an amendment to the current conditional use permit as long as the following conditions are met:
  - a. The chain link gates are replaced with a material more suitable for the Imperial Beach design review corridor.
  - b. Only one parking space may be impacted by the proposed expanded enclosure.
  - c. No smoking signage is provided per 2010 CFC 3404.2.3.1.

- d. A portable fire extinguisher is provided per 2010 CFC 906.
- e. Hazard placarding is provided per NFPA 704 Standard.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17th of July 2013, by the following roll call vote:

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

---

**JIM JANNEY, MAYOR**

---

**JACQUELINE M. HALD, CITY CLERK**

ATTACHMENT 4  
**LEASE AGREEMENT**

**COPY**

**THIS LEASE AGREEMENT** ("Lease"), dated as of the date below, is entered into by **CITY OF IMPERIAL BEACH**, a California municipality with a Tax ID# of 95-600647, having its principal office at 825 Imperial Beach Boulevard, Imperial Beach, CA 91932, (hereinafter referred to as "Landlord") and Verizon Wireless (VAW) LLC, a Delaware limited liability company d/b/a Verizon Wireless, having an office at 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter referred to as "Tenant").

**BACKGROUND**

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 825 Imperial Beach Boulevard, Imperial Beach, CA 91932, identified as Assessors Parcel Number 632-111-27 in the Tax Assessors Office of the City of Imperial Beach, County of San Diego, State of California (collectively "Property"). The legal description of the Property is attached hereto as **Exhibit 3**. Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

The parties agree as follows:

**1. LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property containing approximately four hundred (400) square feet, and a certain portion of space on Landlord's tower ("Tower") as described on attached **Exhibit 1** (collectively, "Premises").

**2. PERMITTED USE.** Tenant may use the Premises for the following: (i) transmission and reception of communications signals; (ii) to construct, install, operate, maintain, repair, replace, protect and secure its communication fixtures and related equipment, cables, accessories and improvements (collectively, the "Communication Facility"); including the right to install any number of its antennas on the Tower and equipment cabinets, as depicted in **Exhibit 1**, fencing and any other accessories reasonably necessary to the successful and secure operation of the Communication Facility; and (iii) any activities related to the foregoing. Landlord and Tenant agree that **Exhibit 1** shows the initial installation of Tenant and that it does not limit Tenant's rights under this Paragraph. Landlord's execution of this Lease will signify Landlord's approval of **Exhibit 1**. Tenant has the right (i) to install and operate transmission cables from the equipment cabinets to the antennas, electric lines from the main feed to the equipment cabinets, and communication lines from the main entry point to the equipment cabinets as reasonably necessary for Tenant's use and (ii) to erect, construct or make

improvements, alterations, or additions to the Communication Facility appropriate for Tenant's use ("Tenant Changes"), subject to the provisions of Paragraph 3 of this Lease. Tenant Changes include the right to construct and maintain a fence around the Premises or undertake any other appropriate means to restrict and secure access to the Premises.

**3. INSTALLATIONS.** Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, or relocate the Communication Facility within the Premises at any time during the term of this Lease. With Landlord's prior approval, Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations, so long as Tenant's Changes do not interfere with Landlord's use of the Property and use of the Property by any other lessee of any portion of the Property. Tenant shall submit plans and specifications to Landlord for Landlord's approval, and in the event Landlord does not either (i) object to the plans in writing or (ii) furnish Tenant with written approval, within thirty (30) days of the date of submission of such plans, Landlord will be deemed to have approved them. Notwithstanding anything to contrary contained herein, Landlord's prior approval shall not be required for any repair or replacement of Tenant's equipment with equipment that is of "like-kind" or substantially similar in nature.

**4. TERM.**

(a) The initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth (5<sup>th</sup>) annual anniversary of the Commencement Date occurred.

(b) This Lease will automatically renew for five (5) additional 5-year term(s) (the "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Lease at least ninety (90) days' prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Lease then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Lease.

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

## **5. RENT.**

(a) Commencing on the date that Tenant commences construction of the Communication Facility (the "Commencement Date") and continuing thereafter through the twelfth (12<sup>th</sup>) month, Tenant will pay the Landlord a monthly rental payment of Two Thousand Dollars (\$2,000) plus any applicable tax, to Landlord, at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance or to such other person, firm, or place as Landlord may, from time to time designate in writing at least thirty (30) days in advance of any due date. Rent will be prorated for any partial month.

(b) Beginning with the thirteenth (13<sup>th</sup>) month of the Term, a cost of living adjustment shall be applied to the rent, calculated as follows:

Beginning with the thirteenth (13<sup>th</sup>) month after the Commencement Date, and annually thereafter on the anniversary of the Commencement Date, rent shall be calculated by multiplying the amount of rent for the prior twelve (12) month period (the "Base Rent") by a fraction, the numerator of which is the Revised Consumer Price Index for All Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics for the Los Angeles, Anaheim, Long Beach Area, All Items, (1982-84 = 100), the ("CPI"), and the denominator of which is the CPI for the same calendar month of the prior year. Each such adjustment shall apply to the rent to be paid each subsequent month until the next adjustment occurs. In no event shall the Base Rent be decreased; in no event shall any increase exceed six percent (6%) per annum.

## **6. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use from both an economic and technical engineering basis and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord specifically authorizes Tenant to prepare, execute and file all necessary or appropriate applications to obtain Governmental Approvals for its use under this Lease and to reasonably cooperate with the same.

(b) Tenant recognizes that Landlord is the local agency that will be required to issue the Governmental Approvals. By approving this Lease, Landlord makes no representation, commitment or obligation, as to Tenant's success in obtaining the Governmental Approvals required from Landlord.

commitment or obligation, as to Tenant's success in obtaining the Governmental Approvals required from Landlord.

(c) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

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

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

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Paragraph 16 of this Lease after the applicable cure periods;

(b) by Tenant on sixty (60) days' prior written notice, if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any required Governmental Approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if the Premises becomes unsuitable for Tenant's operation due to Governmental regulations; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant on sixty (60) days' prior written notice, if Tenant determines in its sole discretion that Tenant's use of the Premises (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Tenant's communications network based upon either technical or economic considerations in Tenant's sole discretion;

(d) by Tenant on sixty (60) days' prior written notice, if Tenant determines that interference by or to Tenant's use of the Premises cannot be resolved to Tenant's satisfaction;

(e) by Tenant immediately upon notice, if destruction or damage to the Premises or the taking thereof (by partial condemnation or otherwise) is sufficient, in Tenant's reasonable judgment to adversely affect Tenant's use of the Premises;

(f) by Tenant immediately upon notice, if Tenant determines, in its sole discretion, due to the title results, survey results or Tests, that the condition of the Premises is unsatisfactory or

Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability;

(g) by Landlord on sixty (60) days' notice, if Landlord sells or transfers the title of the Property to any third party, except where such transfer is necessary for the financing of the Property or as security for any financing conducted for the benefits of Landlord provided, however that should Landlord provide less than one hundred eighty (180) days' notice, Landlord shall pay for the cost to relocate the Communications Facility to a site within the City of Imperial Beach, and provided further, however that should Landlord provide one hundred eighty (180) days' notice, no relocation expenses shall be paid;

(h) by Landlord on one hundred eighty (180) days' prior written notice, if Landlord requires the Premises for the location of improvements or facilities serving a valid, governmental purpose.

As used herein, the term "relocation expenses" shall be defined as those actual costs and expenses to physically move and reinstall the Communication Facility to another site, but shall not include any costs incurred to lease or obtain possession of the successor site, nor shall it include any retrofitting or additional work to reconstruct the Communication Facility to a condition substantially different than as existed on the Premises. If this Lease is terminated for any reason outlined in this paragraph, other than subdivision (a) (if Tenant is the defaulting party) or (c) any prepaid rent will be refunded on a pro rata basis.

#### **8. INSURANCE.**

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

(b) Tenant will name Landlord as an additional insured under its commercial general liability policy. Tenant will require its insurance company to give at least thirty (30) days' prior written notice of termination or cancellation of the policy to the additional insured, except for termination or cancellation for non-payment of premium, which notice will be ten (10) days.

(c) The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such

through either party as a result of any asserted right of subrogation. All policies of insurance covering property damage obtained by either party concerning the Property shall waive the insurer's right of subrogation against the other party.

(d) All insurers shall be admitted carriers pursuant to the California Insurance Code and in accordance with all requirements of State Insurance Commission, and must be listed in the Insurance Commissioner's list of insurance organizations authorized to transact business of insurance in California during the most recent year for which the publication is available. All insurers shall also be AM Best's rated B, Class V or better.

(e) Such liability insurance, including the deductible, may be maintained as part of or in conjunction with any other insurance carried by Tenant, or as part of a risk sharing insurance pool, or any other alternative risk management programs which Landlord reasonably determines to be responsible and which shall not have a material adverse impact on Tenant's operations, including, without limitation, to self-insure in whole or in part, to participate in programs of captive insurance companies, to participate in mutual or other cooperative insurance or other risk management programs, or to establish or participate in other alternative risk management programs, all with the consent of Landlord.

#### **9. INTERFERENCE.**

(a) Where there are prior radio frequency user(s) on the Property, Landlord will provide Tenant with a list of all prior radio frequency user(s) (and their frequencies) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with prior radio frequency user(s) on the Premises as long as the prior radio frequency user(s) operate and continue to operate within their frequencies, in the same manner as they are operating as of the Commencement Date, and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Lease, a lease, license or any other right to any third party for use of the Property if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant and receive Tenant's written approval prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its/their communication equipment so long as the warranty contained in subdivision (a) above remains in full force and effect.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property or any of Landlord's other properties in any

way which interferes with the operations of Tenant or the rights of Tenant under this Lease. Landlord will cause such interference to cease upon not more than twenty-four (24) hours' notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Lease, to elect to enjoin such interference or to terminate the Lease upon notice to Landlord.

#### **10. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing resulting from the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing resulting from the use or occupancy of the Property by Landlord or the breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

#### **11. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Lease and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any existing liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Lease; (ii) as long as Tenant is not in default then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Lease will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a Subordination, Non-Disturbance and Attornment Agreement in the form of **Exhibit 2**.

## 12. ENVIRONMENTAL.

(a) Landlord warrants and represents that it will be solely liable for the clean-up and removal of Hazardous Substance and any related activities, including but not limited to the restoration of the Property related to Hazardous Substance now and in the future existing on the Property except to the extent generated by Tenant.

(b) Tenant represents, warrants and agrees to conduct its activities on the Premises in compliance with all applicable Environmental Laws. Tenant will not use, generate, release, manufacture, refine, produce, store, or dispose of any Hazardous Substance on, under, or about the Premises, except for the use of sealed batteries for emergency back-up, any fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, and fines that Landlord may suffer due to the existence or discovery of Hazardous Substance on the Property, or released into the environment that are directly caused by Tenant's use of the Premises.

(c) Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, and fines that Tenant may suffer due to the existence or discovery of Hazardous Substance on the Property, or release into the environment that are directly caused by Landlord's use of the Property.

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

**13. ACCESS.** Landlord will be permitted access to the Premises: (i) for emergencies without prior notice to Tenant, so long as Tenant is notified as soon thereafter as reasonably practicable; and (ii) with reasonable prior notice to Tenant to make necessary repairs; in all cases provided that Tenant's equipment, technology and proprietary interests remain secure and the Communication Facility's operation is not adversely affected. If Landlord causes damage to Tenant's Communication Facility as a result of Landlord's negligence or willful misconduct, Landlord shall reimburse Tenant for the reasonable costs of repairing such damage to the condition that existed immediately prior to such damage.

At all times throughout the term of this Lease, and at no additional charge to Tenant, Landlord will provide, as further set forth in **Exhibit 1**, Tenant and its employees, agents, and subcontractors, with 24-hours, 7 -days-a-week access to and over the Property, from an open

and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Upon Tenant's request, Landlord will execute an easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord hereby agrees to grant an additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

**14. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the expiration or earlier termination of this Lease, Tenant will remove all such improvements. Footings, foundations, and concrete will be removed to a depth of one foot (1') below grade. Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Lease, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, unless damaged by Tenant, nor will Tenant be required to remove from the Premises or the Property any underground utilities. After the date of expiration or earlier termination of this Lease, until the complete removal of the improvements, Tenant shall pay to Landlord pro-rated rent on a per diem basis, and the acceptance of such rent shall not be deemed a waiver of any right to possession of the Premises by Landlord.

**15. MAINTENANCE; UTILITIES.**

(a) Tenant will, at Tenant's expense, keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property, including the Tower, and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. During any application period the Tenant will have the right to temporarily use Landlord's electricity and will

pay the Landlord the current local utility rate for electric consumed by Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electricity, after the meter is read by the Landlord and billed to Tenant, along with reasonably supporting documentation regarding Tenant's use thereof. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

**16. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Lease within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term or condition under this Lease within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

**17. ASSIGNMENT/SUBLEASE.**

(a) Landlord may assign this Lease provided said assignee will assume, recognize and also become responsible to Tenant for, the performance of all of the terms and conditions to be performed by Landlord under this Lease.

(b) Tenant may assign or sublet all or any part of this Lease, and all or any rights, benefits, liabilities and obligations hereunder, to (i) any person or business entity which is a parent, subsidiary or affiliate of Tenant; (ii) any person or business entity that controls or is controlled by or under common control with Tenant; or (iii) to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other

business reorganization; or (iv) to any entity which acquires or receives an interest in the majority of communication towers of the Tenant in the market defined by the Communications Commission in which the Property is located. Upon notification to Landlord by Tenant of any such action, Tenant will be relieved of all future performance, liabilities and obligations under this Lease to the extent of such assignment or sublease. Tenant may not otherwise assign or sublet this Lease without Landlord's consent.

**18. NOTICES.** All notices, requests, demands and communications hereunder will be given by first class, certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth below:

To Landlord: City of Imperial Beach  
Attn: City Manager  
825 Imperial Beach Boulevard  
Imperial Beach, CA 91932  
Telephone: (619) 423-8615  
Facsimile: (619) 429-9770

With copy to: Lynn R. McDougal  
City Attorney  
825 Imperial Beach Boulevard  
Imperial Beach, CA 91932

To Tenant: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate  
(866) 862-4404

Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.

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

**20. TAXES.**

(a) Tenant will pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Tenant, upon presentation of sufficient and proper

documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Property (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) which is directly attributable to Tenant's use of the Property, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes levied against the Property.

(b) This Lease may create a possessory interest in the land or improvements which are subject of the Lease. If created, such interest may be subject to property taxation, and Tenant may be subject to the payment of property taxes levied on such interest. In addition to the taxes described in subdivision (a) above, the responsibility of which is Tenant's, Tenant shall pay all taxes and assessments against Tenant's possessory interest in the Property, so long as Tenant is entitled to occupy the Premises pursuant to this Lease.

**21. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Lease will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

**22. CASUALTY.** A party who becomes aware of any casualty affecting the Property will notify the other party within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Lease by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

**23. BROKER FEES.** Tenant and Landlord each acknowledges and represents to the other that no broker or other person was used by it in connection with this transaction. If any claims, actions or proceedings are brought against either party ("Indemnitee") by reason of any broker, finder or other person claiming to have dealt with the other party ("Indemnitor") in connection with this transaction and/or the Premises, then the Indemnitor hereby agrees, to the

extent permitted by law, to indemnify, hold harmless and defend the Indemnitee from and against all liabilities arising from such claims. The provisions of this Article will survive the termination of this Lease.

**24. WAIVER OF LANDLORD'S LIENS.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes, of this Lease, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**25. MISCELLANEOUS.**

(a) Amendment; Waiver. This Lease cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

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

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

(e) Governing Law. This Lease will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including, but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Lease and are incorporated by reference into this Lease; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

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

(h) No Option. The submission of this Lease for examination or consideration does not constitute a reservation of or option for the Premises. This Lease will become effective as a lease only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

**26. TOWER COMPLIANCE.** Landlord covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. Landlord shall also comply with all rules and regulations enforced by the Federal Communications Commissions with regard to the lighting, marking and painting of towers. If the Landlord fails to make such repairs including maintenance the Tenant may make the repairs and the costs thereof shall be payable to the Tenant by the Landlord on demand. If the Landlord does not make payment to the Tenant within ten (10) days after such demand, the Tenant shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the Tenant to the Landlord.

**27. ACCESS TO TOWER.** Landlord agrees Tenant shall have free access to the Tower at all times for the purpose of installing and maintaining its equipment. Landlord shall furnish Tenant with necessary means of access for the purpose of ingress and egress to the site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Tenant or persons under their direct supervision will be permitted to enter the Premises.

IN WITNESS WHEREOF, the undersigned has caused this Lease to be executed this day of \_\_\_\_\_, 2002.

**WITNESSES**

**"LANDLORD"**

CITY OF IMPERIAL BEACH, a California municipality

Approved as to content:

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
(Officer's Signature)

Signature on File

\_\_\_\_\_  
(Printed Name of Witness)

R. Matt Rodriguez

\_\_\_\_\_  
(Signature of Witness)

Its: City Manager

\_\_\_\_\_  
(Printed Name of Witness)

Approved as to form:  
Signature on File

\_\_\_\_\_  
City Attorney

**"TENANT"**

Verizon Wireless (VAW), LLC, a Delaware limited liability company, d/b/a Verizon Wireless

Signature on File

Signature on File

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
(Officer's Signature)

LAURIE L. BAILEW  
(Printed Name of Witness)

\_\_\_\_\_  
Robert F. Swaine

Signature on File

\_\_\_\_\_  
(Signature of Witness)

Its: West Area Vice President - Network

Gloria Van Ginkel  
(Printed Name of Witness)



**EXHIBIT 1**

**(Sketch of Property and Premises – Attached)**



PRELIMINARY BID SET

	NEW ANTENNA		GRID REFERENCE		GROUT OR PLASTER
	EXISTING ANTENNA		DETAIL REFERENCE		BRICK
	EXISTING ROD		ELEVATION REFERENCE		MORTAR
	EXISTING REBAR		SECTION REFERENCE		EARTH
	MECHANICAL DETAIL CALLOUT		CENTERLINE		GRAVEL
	EXISTING WALL		PROPERTY/LEASE LINE		PLYWOOD
	ELECTRIC BOX		MATCH LINE		SAND
	TELEPHONE BOX		WORK POINT		WOOD CONCRETE
	LIGHT POLE		EXISTING CONDUCTOR		WOOD BLOCK
	FIRE MOUNTING		TELEPHONE CONDUIT		STEEL
	SPOT ELEVATION		ELECTRICAL CONDUIT		
	SET POINT		COAXIAL CABLE		
	REVISION		FIRE ALARM DEVICE		
			DATA LINK FENCING		

LEGENDS

- THE CONTRACTOR SHALL NOTIFY WHOLEN AND COMPANY OF ANY OMISSIONS, OMISSIONS, OR INCONSISTENCIES AS THEY MAY BE DISCOVERED IN PLANS, DOCUMENTS, NOTES, OR SPECIFICATIONS PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY OMISSIONS, OMISSIONS, OR INCONSISTENCIES AFTER THE START OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF WHOLEN AND COMPANY AND SHALL BE RESPONSIBLE TO RECTIFY THE SITUATION. THE MEANS OF CORRECTING ANY ERROR SHALL FIRST BE APPROVED BY WHOLEN AND COMPANY.
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO THE START OF ANY WORK. DISCREPANCIES WILL BE REPORTED IMMEDIATELY TO WHOLEN AND COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THOSE FURNISHED BY THE SUBCONTRACTORS.
- A COPY OF GOVERNING AGENCY APPROVED PLANS SHALL BE KEPT IN A PLACE SPECIFIED BY THE GOVERNING AGENCY, AND BY LAW, SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES. THE PLANS ARE NOT TO BE USED BY THE WORKMAN. ALL CONSTRUCTION SETS SHALL REFLECT THE SAME INFORMATION AS GOVERNING AGENCY APPROVED PLANS. THE CONTRACTOR SHALL ALSO MAINTAIN ONE SET OF PLANS, IN GOOD CONDITION, COMPLETE WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES UNDER THE DIRECT CARE OF THE SUPERINTENDENT. THE CONTRACTOR SHALL SUPPLY WHOLEN & CO. WITH A COPY OF ALL REVISIONS, ADDENDA, AND/OR CHANGE ORDERS AT THE CONCLUSION OF THE WORK AS A PART OF THE AS-BUILT DRAWING RECORDS.
- THE CONTRACTOR SHALL STUDY THE STRUCTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING PLANS AND CROSS CHECK THEIR DETAILS, NOTES, DIMENSIONS, AND ALL REQUIREMENTS PRIOR TO THE START OF ANY WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE PROJECT AND SITE WHILE THE WORK IS IN PROGRESS UNTIL THE JOB IS COMPLETE.
- THE CONTRACTOR HAS THE RESPONSIBILITY OF LOCATING ALL EXISTING UTILITIES WHETHER OR NOT SHOWN ON THE PLANS AND TO PROTECT THEM. THE CONTRACTOR, OR SUBCONTRACTOR AS SPECIFIED IN THE AGREEMENT BETWEEN SUBCONTRACTOR AND CONTRACTOR, SHALL BEAR THE EXPENSES OF REPAIR AND/OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONNECTION WITH THE EXECUTION OF THE WORK.
- THE REFERENCES ON THE DRAWINGS ARE FOR CONVENIENCE ONLY AND SHALL NOT LIMIT THE APPLICATION OF ANY DRAWING OR DETAIL.
- ALL DIMENSIONS ON THE PLANS ARE TO FACE OF STUD (I.E.S.) UNLESS NOTED OTHERWISE (UNLESS).
- ALL CONSTRUCTION THROUGHOUT THE PROJECT SHALL CONFORM TO TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS.
- ALL GLASS AND GLAZING IS TO COMPLY WITH CHAPTER 24 OF THE U.S. CONSUMER SAFETY COMMISSION - SAFETY STANDARDS FOR ARCHITECTURAL GLAZING MATERIALS (16 CFR 1122, 16 CFR PART 1201) AND LOCAL SECURITY REQUIREMENTS.
- ALL EXISTING CONSTRUCTION, EQUIPMENT, AND FINISHES NOTED TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE WITH THE FOLLOWING EXCEPTIONS:
  - PROPERTY NOTED TO BE RETURNED TO THE OWNER.
  - PROPERTY NOTED TO BE REQUESTED BY THE OWNER.
- THE GOVERNING AGENCIES, CODE AUTHORITIES, AND BUILDING INSPECTORS SHALL PROVIDE THE MINIMUM STANDARDS FOR CONSTRUCTION TECHNIQUES, MATERIALS, AND FINISHES USED THROUGHOUT THE PROJECT. TRADE STANDARDS AND/OR PUBLISHED MANUFACTURERS SPECIFICATIONS MEETING OR EXCEEDING DESIGN REQUIREMENTS SHALL BE USED FOR INSTALLATION.
- WHEN REQUIRED STORAGE OF MATERIALS OCCURS, THEY SHALL BE EVENLY DISTRIBUTED OVER REINFORCED FLOORS OR ROCKS SO AS NOT TO EXCEED THE DESIGNED LIVE LOADS FOR THE STRUCTURE. TEMPORARY SHORING AND/OR BRACING IS TO BE PROVIDED WHERE THE STRUCTURE HAS NOT ATTAINED THE DESIGN STRENGTH FOR THE CONCRETE DESIGN.
- DRAWINGS ARE NOT TO BE SCALED UNDER ANY CIRCUMSTANCES. WHOLEN AND COMPANY IS NOT RESPONSIBLE FOR ANY ERRORS RESULTING FROM THIS PRACTICE. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS.
- PRIOR TO THE POURING OF ANY NEW SLAB OVER AN EXISTING SLAB THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL OPENINGS, CHASES, AND EQUIPMENT WHICH ARE TO BE INCORPORATED INTO THE NEW WORK. ALL ITEMS DESIGNATED TO BE ABANDONED SHALL BE MARKED AND DISCUSSED WITH THE OWNER AND WHOLEN AND COMPANY AS PART OF THE AS-BUILT DRAWING PACKAGE.
- BUILDING INSPECTORS AND/OR OTHER BUILDING OFFICIALS ARE TO BE NOTIFIED PRIOR TO ANY CHANGING, CONSTRUCTION, AND ANY OTHER PROJECT EFFORT AS MANDATED BY THE GOVERNING AGENCIES.
- OWNER, CONTRACTOR, AND WHOLEN AND COMPANY SHALL MEET ANNUALLY TO VERIFY ALL DRAWINGS AND SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION.
- THE PROJECT, WHEN COMPLETE, SHALL COMPLY WITH LOCAL SECURITY CODES AND TITLE-24 ENERGY CONSERVATION REQUIREMENTS. (TITLE-24 WHEN APPLICABLE)

GENERAL NOTES

- NEW CONSTRUCTION ADDED TO EXISTING CONSTRUCTION SHALL MATCH IN FINISH, TEXTURE, FINISH, AND IN MATERIALS EXCEPT AS NOTED IN THE PLANS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BRICK, BLOCKING, AND/OR SLEEVES REQUIRED FOR THE INSTALLATION OF FIBERS, MECHANICAL EQUIPMENT, PLUMBING, MECHANICAL, AND FINISH ITEMS TO INSURE A PROPER AND COMPLETE JOB.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A PROJECT LEVEL, STRAIGHT, AND TRUE ACCORDING TO THE PLANS. THE CONTRACTOR SHALL CHAMP THE LINES AND LEVELS OF THE EXISTING CONDITIONS WITH THOSE SHOWN ON THE PLANS PRIOR TO THE START OF ANY CONSTRUCTION. WHOLEN AND COMPANY SHALL BE ADVISED OF ANY ERRORS, OMISSIONS, OR INCONSISTENCIES PRIOR TO ANY CONSTRUCTION.
- THE CONTRACTOR IS TO PROVIDE PROTECTION FOR ADJACENT PROPERTIES FROM PHYSICAL HARM, NOISE, DUST, ETC., AND FIRE AS REQUIRED BY THE GOVERNING AGENCIES.
- WHERE SPECIFIED, MATERIALS TESTING SHALL BE TO THE LATEST STANDARDS AND/OR REVISIONS AVAILABLE AS REQUIRED BY THE GOVERNING AGENCY RESPONSIBLE FOR RECORDING THE RESULTS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE STORAGE OF ALL MATERIALS AND SHALL NOT GO SO ON PUBLIC PROPERTY WITHOUT A PERMIT TO DO SO FROM THE GOVERNING AGENCIES FOR THIS PURPOSE.
- GENERAL NOTES AND STANDARD DETAILS ARE THE MINIMUM REQUIREMENTS TO BE USED IN CONDITIONS WHICH ARE NOT SPECIFICALLY SHOWN OTHERWISE.
- TRACES INVOLVED IN THE PROJECT SHALL BE RESPONSIBLE FOR THEIR OWN CUTTING, FITTING, FINISHING, ETC., SO AS TO BE REMOVED PROPERLY BY THE WORK OF OTHER TRADES.
- ALL ROOFING AND CEILING IS TO BE REMOVED FROM THE PROJECT PREMISES AND SHALL BE LEFT IN A CLEAN (BROOM FRESH) CONDITION AT ALL TIMES BY EACH TRADE AS THEY PERFORM THEIR OWN PORTION OF THE WORK.
- WHOLEN AND COMPANY DOES NOT GUARANTEE ANY PRODUCTS, FINISHES, AND/OR ANY EQUIPMENT MADE BY CONTRACTOR OR MANUFACTURER, EXCEPT OR WARRANTY THAT MAY BE IN EFFECT IS DONE SO THROUGH THE COMPANY OR MANUFACTURER PROVIDING THE PRODUCT, FINISH, AND/OR EQUIPMENT ONLY. UNLESS SPECIFIC RESPONSIBILITY IS ALSO PROVIDED BY THE CONTRACTOR/SUBCONTRACTOR IN WRITTEN FORM.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REMEDY ALL FAULTY, DEFECTIVE, AND/OR DEFICIENT MATERIALS, DAMAGED GOODS, AND/OR FAULTY WORKMANSHIP FOR ONE (1) YEAR AFTER THE PROJECT IS COMPLETE AND ACCEPTED UNDER THIS CONTRACT, UNLESS NOTED OTHERWISE IN THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR. (EXCEPTION: THE ROOFING SUBCONTRACTOR SHALL FURNISH A WARRANTY AGREEMENT FOR ALL WORK DONE, COVERED BY THE GENERAL CONTRACTOR, TO MAINTAIN THE ROOFING IN A WORKMANLIKE CONDITION FOR A PERIOD OF TWO (2) YEARS STARTING AFTER THE DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT, UNLESS OTHERWISE WRITTEN IN THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR THE SAFETY OF THE OWNER'S EMPLOYEES, WORKMEN, AND ALL THINGS DURING THE CONSTRUCTION OF THE PROJECT.
- THE CONTRACTOR SHALL BE REQUIRED TO PAY FOR ALL NECESSARY PERMITS AND/OR FEES WITH RESPECT TO THE WORK TO COMPLETE THE PROJECT. BUILDING PERMIT APPLICATIONS SHALL BE FILED BY THE OWNER OR HIS REPRESENTATIVE. CONTRACTOR SHALL OBTAIN PERMITS AND MAKE FINAL PAYMENT FOR SAME DOCUMENT.
- THE ARCHITECT/ENGINEER IN CHARGE SHALL SIGN AND SEAL ALL DRAWINGS AND/OR SPECIFICATIONS.
- FIRE CODE/ORDINANCE REQUIREMENTS SHALL BE VERIFIED WITH THE LOCAL FIRE MARSHALL.
- WHOLEN AND COMPANY WILL REVIEW AND APPROVE SHOP DRAWINGS AND SAMPLES FOR CONFORMANCE WITH DESIGN CONCEPT. WHOLEN AND COMPANY PROJECT APPROVAL OF A SEPARATE ITEM SHALL NOT IMPLY APPROVAL OF AN ASSEMBLY IN WHICH THE ITEM FUNCTIONS.
- CONTRACTOR TO REPLACE AND/OR REPAIR ANY EXISTING UNDERGROUND UTILITIES DISCONNECTED DURING REMOVAL AND GENERAL CONSTRUCTION.
- CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO PLACEMENT OF UNDERGROUND FOOTING AND OTHER STRUCTURES TO BE PLACED IN GROUND. SEE GENERAL NOTE #6 ON THIS SHEET.
- SEE CIVIL DRAWINGS FOR ADDITIONAL SITE INFORMATION.
- ALL ANTIHITS MOUNTED ON ROOF SUPPORT FRAMES TO BE PROVIDED BY VERIZON WIRELESS.
- CONTRACTOR TO PROVIDE TRENCH AS REQUIRED TO INSTALL BOTH ELECTRICAL AND TELEPHONE UNDERGROUND CONDUITS (140 PIGS PER S.E.C.). WORKSHOPS: BACKFILL WITH CLEAN SAND AND COMPACT TO THE SATISFACTION OF THE DISTRICTS INSPECTOR. REPLACE FINISH GRADE WITH MATCHING MATERIALS (GRASS, ASPHALT, CONCRETE, ETC.)
- CONTRACTOR TO PROVIDE PLANT STEEL PLATES AT OPEN TRENCHES FOR SAFETY AND TO PROTECT EXISTING GROUND SURFACES FROM HEAVY EQUIPMENT UTILIZED DURING CONSTRUCTION.
- CONTRACTOR TO MAINTAIN AND REPAIR ALL GROUND SURFACES WITHIN THE CONSTRUCTION AREA AS NECESSARY TO PROVIDE A UNIFORM SURFACE AND MAINTAIN EXISTING SURFACE DRAINAGE SLOPES.
- CONTRACTOR TO REPLACE LANDSCAPE VEGETATION THAT WAS DAMAGED DUE TO CONSTRUCTION, AND TO MAINTAIN REMAINING PROVISION LINES TO OPERATING CONDITION, PROVIDING FULL COVERAGE TO IMPACTED AREAS.

**TE**

TELEPHONE EXCHANGE  
COMMUNICATIONS  
10000 10TH AVENUE  
DENVER, CO 80231

---

**verizon wireless**

AS SHOWN  
PER PLAN

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**SOUTH IMPERIAL  
BEACH - CITY HALL**

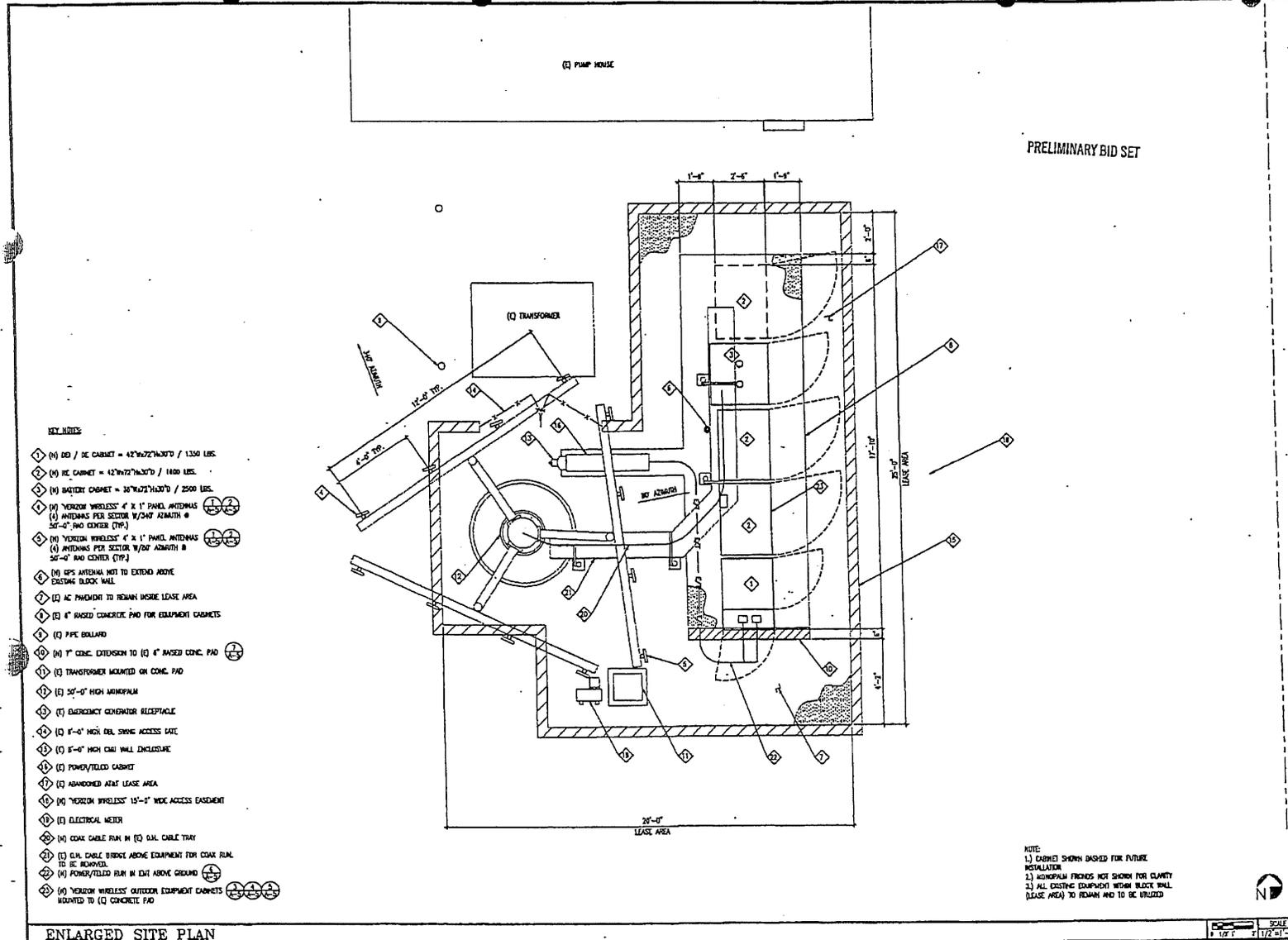
ARCHITECTURE AND ENGINEERING  
GENERAL NOTES  
& LEGENDS

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NO.	DATE	BY	REVISION

T-2





PRELIMINARY BID SET

KEY NOTES

- 1. (M) DE / RE CABINET = 42"x62"x1000" / 1350 LBS.
- 2. (M) RE CABINET = 42"x62"x1000" / 1400 LBS.
- 3. (M) BATTERY CABINET = 36"x62"x1000" / 2500 LBS.
- 4. (M) VERIZON WIRELESS 4' X 1' PANEL ANTENNAS
- 5. (M) ANTENNAS PER SECTOR W/240° AZIMUTH @ 50'-0" RAO CENTER (TYP.)
- 6. (M) VERIZON WIRELESS 4' X 1' PANEL ANTENNAS
- 7. (M) ANTENNAS PER SECTOR W/240° AZIMUTH @ 50'-0" RAO CENTER (TYP.)
- 8. (M) GPS ANTENNA NOT TO EXTEND ABOVE EXISTING BLOCK WALL.
- 9. (C) AC PAVEMENT TO REMAIN INSIDE LEASE AREA.
- 10. (C) 4" BASED CONCRETE PAD FOR EQUIPMENT CABINETS.
- 11. (C) PIPE BOLLARD.
- 12. (M) 1" CONC. EXTENSION TO (C) 4" BASED CONC. PAD.
- 13. (C) TRANSFORMER MOUNTED ON CONC. PAD.
- 14. (C) 50'-0" HIGH MONOPOLM.
- 15. (C) EMERGENCY GENERATOR RECEPTACLE.
- 16. (C) 8'-0" HIGH DR. SHING ACCESS GATE.
- 17. (C) 8'-0" HIGH CHU WALL ENCLOSURE.
- 18. (C) POWER/TELE CABINET.
- 19. (C) ABANDONED AT/AT LEASE AREA.
- 20. (M) "VERIZON WIRELESS" 15'-0" WIDE ACCESS EASEMENT.
- 21. (C) ELECTRICAL METER.
- 22. (M) COAX CABLE RUN IN (C) GUL. CABLE TRAY.
- 23. (C) GUL. CABLE BRIDGE ABOVE EQUIPMENT FOR COAX RUN TO BE REMOVED.
- 24. (M) POWER/TELE RUN IN EXIST. ABOVE GROUND.
- 25. (M) "VERIZON WIRELESS" OUTDOOR EQUIPMENT CABINETS MOUNTED TO (C) CONCRETE PAD.

NOTE:  
 1.) DIMENSIONS SHOWN DASHED FOR FUTURE INSTALLATION.  
 2.) MONOPOLM FREQUENCIES NOT SHOWN FOR CLARITY.  
 3.) ALL EXISTING EQUIPMENT WITHIN BLOCK WALL (LEASE AREA) TO REMAIN AND TO BE UTILIZED.

ENLARGED SITE PLAN

SCALE 1/8" = 1'-0"

TETRA TECH, INC.  
 11000 S. GARDEN WAY, SUITE 100  
 GARDEN GROVE, CA 92640  
 TEL: 714-941-1100  
 FAX: 714-941-1101

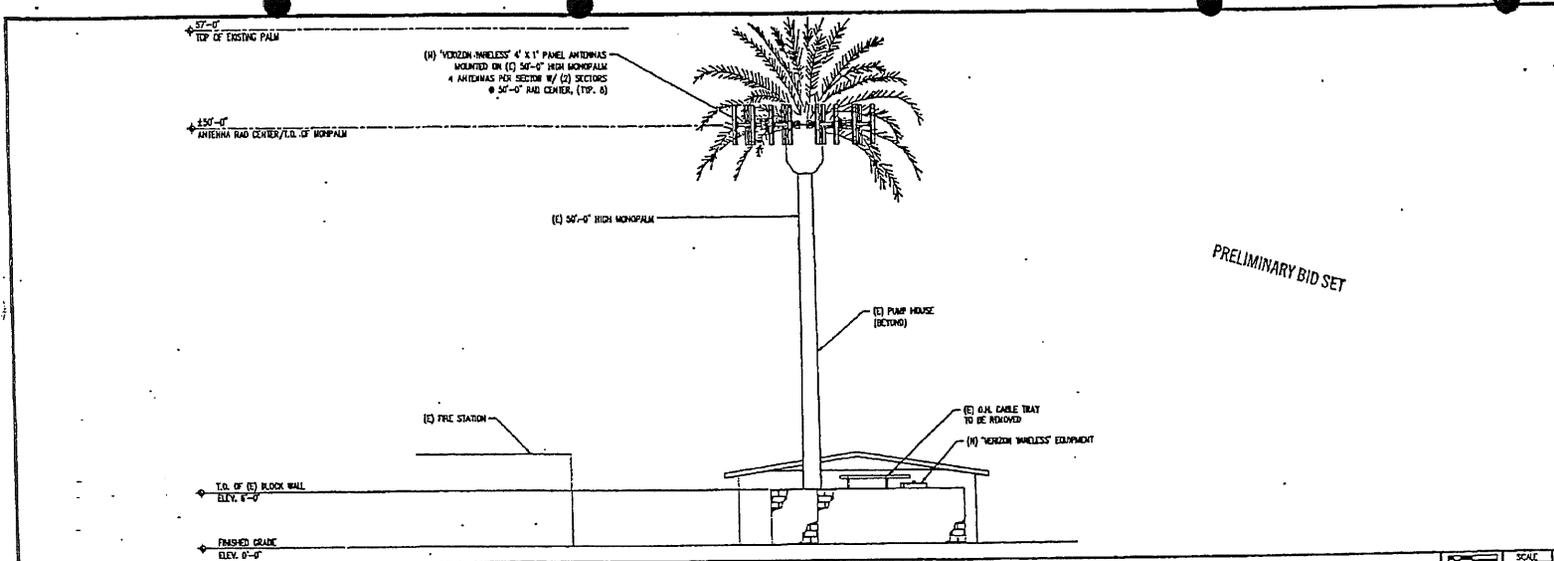
verizon wireless  
 AUTHORIZED CONTRACTOR  
 10000 S. GARDEN WAY, SUITE 100  
 GARDEN GROVE, CA 92640  
 TEL: 714-941-1100  
 FAX: 714-941-1101

**SOUTH IMPERIAL BEACH - CITY HALL**  
 10000 S. GARDEN WAY, SUITE 100  
 GARDEN GROVE, CA 92640  
 ENLARGED SITE PLAN  
 AS SHOWN  
 PER PLAN

NO.	DATE	BY	CHKD.	APP'D.

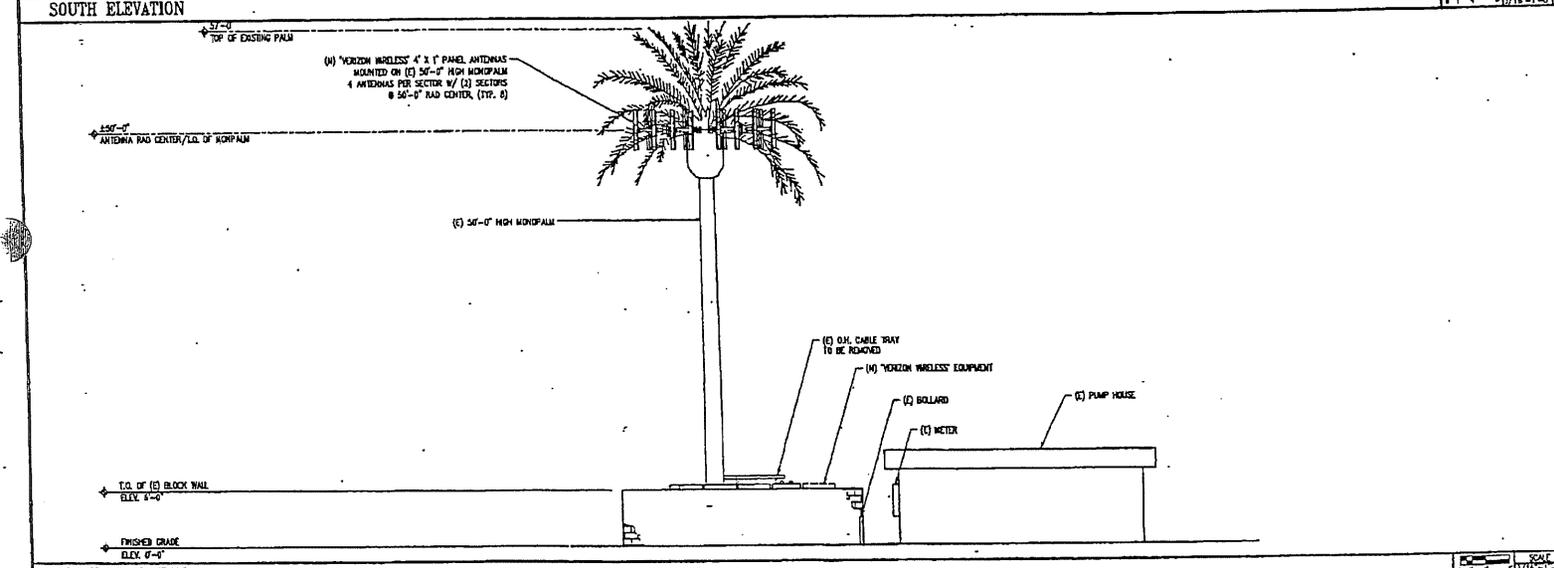
A-2





SOUTH ELEVATION

SCALE 1/16"=1'-0" 2



EAST ELEVATION

SCALE 1/16"=1'-0" 1

PRELIMINARY BID SET

TETRA TECH INC.
   
 10000 W. 10TH AVENUE
   
 SUITE 100
   
 DENVER, CO 80202
   
 (303) 751-1000

verizon wireless
   
 10000 W. 10TH AVENUE
   
 SUITE 100
   
 DENVER, CO 80202
   
 (303) 751-1000

SOUTH IMPERIAL BEACH - CITY HALL
   
 200 SOUTH IMPERIAL BEACH, SOUTH IMPERIAL BEACH, FL 32909
   
 ELEVATIONS
   
 AS SHOWN

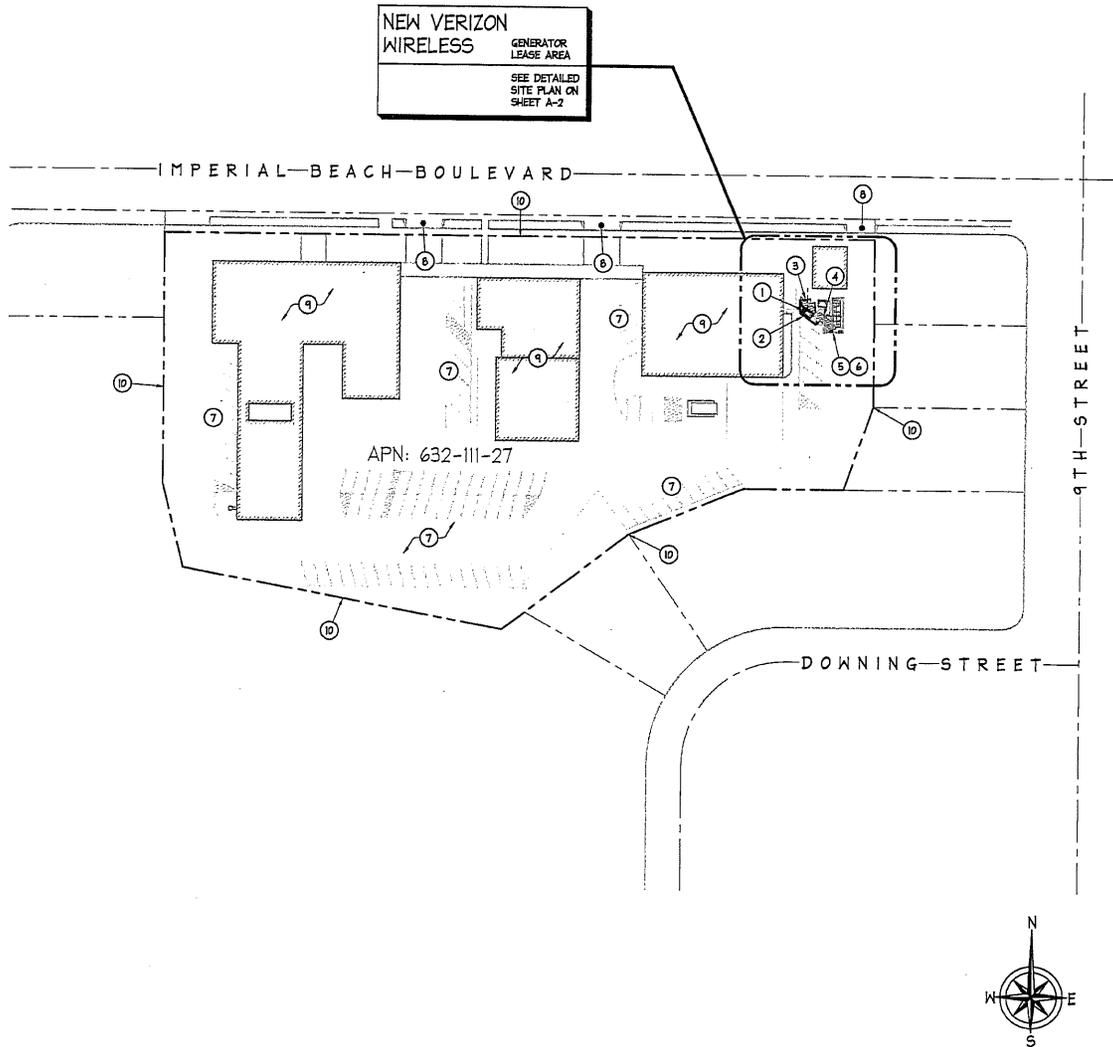
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2	REVISED PER COMMENTS	08/16/10	JL	ML
3	REVISED PER COMMENTS	08/16/10	JL	ML
4	REVISED PER COMMENTS	08/16/10	JL	ML
5	REVISED PER COMMENTS	08/16/10	JL	ML
6	REVISED PER COMMENTS	08/16/10	JL	ML
7	REVISED PER COMMENTS	08/16/10	JL	ML
8	REVISED PER COMMENTS	08/16/10	JL	ML
9	REVISED PER COMMENTS	08/16/10	JL	ML
10	REVISED PER COMMENTS	08/16/10	JL	ML

A-4



**NOTES:**

- ① NEW VERIZON WIRELESS 20KW MGP20PK41D SINGLE SIDE SERVICE EMERGENCY BACKUP GENERATOR WITH 90 GALLON DIESEL FUEL TANK, MOUNTED ON NEW 6'-0" X 8'-0" CONCRETE SPILL CONTAINMENT PAD LOCATED OUTSIDE EXISTING LEASE AREA. SEE SHEET A-2 FOR DETAILED SITE PLAN.
- ② NEW VERIZON WIRELESS 7'-4" HIGH (±111 SQ. FT.) CMU BLOCK WALL ENCLOSURE. PAINT TO MATCH ADJACENT VERIZON WIRELESS CMU BLOCK WALL ENCLOSURE.
- ③ NEW VERIZON WIRELESS 7'-4" HIGH DOUBLE METAL HAT CHANNEL GATES.
- ④ NEW VERIZON WIRELESS 5'-0" WIDE NON-EXCLUSIVE UTILITY EASEMENT (FOR NEW GENERATOR CONDUITS) FROM NEW GENERATOR TO EXISTING VERIZON WIRELESS EQUIPMENT LEASE AREA. APPROX 30' RUN.
- ⑤ EXISTING VERIZON WIRELESS EQUIPMENT LEASE AREA LOCATED AT GROUND LEVEL.
- ⑥ EXISTING VERIZON WIRELESS 6'-0" HIGH CMU BLOCK WALL ENCLOSURE.
- ⑦ EXISTING PARKING AREA.
- ⑧ EXISTING DRIVENWAY.
- ⑨ EXISTING BUILDINGS. TYPICAL.
- ⑩ EXISTING PROPERTY LINE.



REV.	DATE/BY	REVISION DESCRIPTION
0	02/14/13 AC	CONSTRUCTION SET

CONSULTANT:

SEQUOIA  
DEPARTMENT SERVICES, INC.  
22471 ASPAN STREET, STE. 200  
LAKE FOREST, CA 92630

SITE BUILDER:

verizon wireless  
15505 SAND CANYON AVE.  
BUILDING 1D 1st. FLOOR  
IRVINE, CA 92618  
PHONE (949) 286-7000

A/E DEVELOPMENT:

ACO  
ARCHITECTS - INC.  
26170 ENTERPRISE WAY #600  
LAKE FOREST, CA 92630  
TEL: 949-716-9940  
FAX: 949-297-4788

ENGINEER:

SITE INFO:

SITE NAME:  
SOUTH IMPERIAL BEACH

SITE ADDRESS:  
825 IMPERIAL BEACH BOULEVARD  
IMPERIAL BEACH, CA 91932

SHEET TITLE:  
SITE PLAN

DRAWING INFO:

DWG. NAME:	DRAWN BY:	DATE:
AI	AC	02/14/13

SHEET NUMBER:  
A-1

SITE PLAN

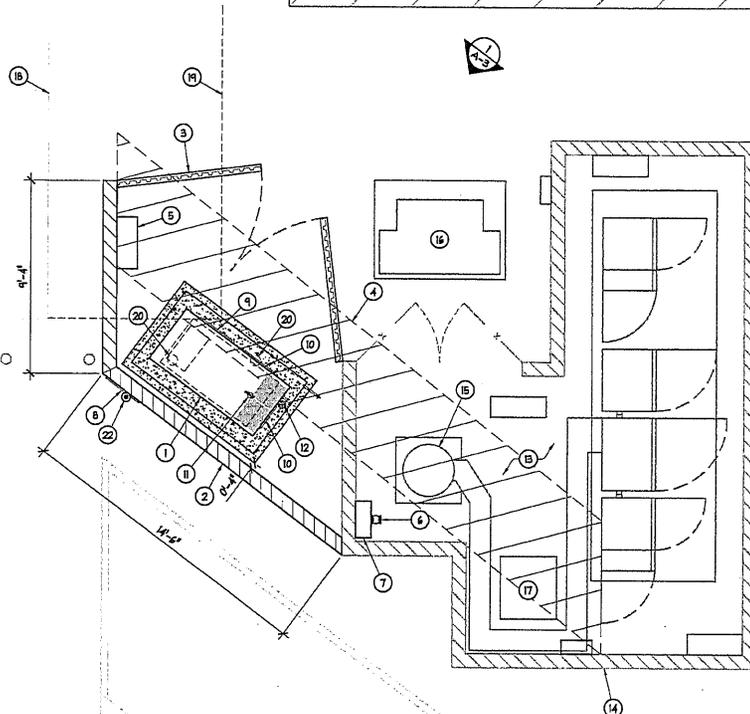
SCALE: 1" = 40'-0"

**NOTES:**

- ① NEW VERIZON WIRELESS 200A MP20PK4ID SINGLE SIDE SERVICE EMERGENCY BACKUP GENERATOR WITH 90 GALLON DIESEL FUEL TANK, MOUNTED ON NEW 5'-0" X 8'-0" CONCRETE SPILL CONTAINMENT PAD LOCATED OUTSIDE EXISTING LEASE AREA.
- ② NEW VERIZON WIRELESS 7'-4" HIGH (3111 50. FT.) CHU BLOCK WALL ENCLOSURE. PAINT TO MATCH ADJACENT VERIZON WIRELESS CHU BLOCK WALL ENCLOSURE.
- ③ NEW VERIZON WIRELESS 7'-4" HIGH DOUBLE METAL HAT CHANNEL GATES.
- ④ NEW VERIZON WIRELESS 5'-0" WIDE NON-EXCLUSIVE UTILITY EASEMENT (FOR NEW GENERATOR CONDUITS) FROM NEW GENERATOR TO EXISTING VERIZON WIRELESS EQUIPMENT LEASE AREA. APPROX 30' RUN.
- ⑤ NEW VERIZON WIRELESS AUTOMATIC TRANSFER SWITCH.
- ⑥ NEW VERIZON WIRELESS WALL MOUNTED EMERGENCY GENERATOR RECEPTACLE LOCATED WITHIN EXISTING VERIZON WIRELESS LEASE AREA.
- ⑦ NEW VERIZON WIRELESS WALL MOUNTED MANUAL TRANSFER SWITCH LOCATED WITHIN EXISTING VERIZON WIRELESS LEASE AREA.
- ⑧ NEW VERIZON WIRELESS 'NO SMOKING' SIGN MOUNTED ON NEW VERIZON WIRELESS CHU WALL.
- ⑨ NEW VERIZON WIRELESS FLAMMABLE LIQUID SIGN MOUNTED ON GENERATOR.
- ⑩ NEW VERIZON WIRELESS NFPA (NATIONAL FIRE PROTECTION ASSOCIATION) PANEL, TYP. OF (2).
- ⑪ NEW VERIZON WIRELESS EXHAUST PLUMBING. TERMINATE WITH RAIN CAP.
- ⑫ NEW VERIZON WIRELESS FUEL VENT PLUMBING. TERMINATE 12' ABOVE GRADE LEVEL WITH MUSHROOM CAP.
- ⑬ EXISTING VERIZON WIRELESS EQUIPMENT LEASE AREA LOCATED AT GROUND LEVEL.
- ⑭ EXISTING VERIZON WIRELESS 6'-0" HIGH CHU BLOCK WALL ENCLOSURE.
- ⑮ EXISTING 50'-0" HIGH MONOPALM.
- ⑯ EXISTING STEP-UP TRANSFORMER.
- ⑰ EXISTING STEP-DOWN TRANSFORMER.
- ⑱ EXISTING PARKING SPACE STRIPING.
- ⑲ EXISTING PARKING SPACE STRIPING TO BE REMOVED (DASHED).
- ⑳ EXISTING BOLLARDS TO BE REMOVED AS REQUIRED.
- ㉑ EXISTING BUILDING.
- ㉒ NEW VERIZON WIRELESS FIRE EXTINGUISHER (MIN. RATING OF 40 B-C).

**NOTE:**

ONLY ONE PARKING SPACE TO BE IMPACTED BY THE PROPOSED CHU WALL ENCLOSURE.



DETAILED SITE PLAN



REV#	DATE/BY	REVISION DESCRIPTION
0	02/15/13 AC	CONSTRUCTION SET

CONSULTANT:

**SEQUOIA**  
DEVELOPMENT SERVICES, INC.  
22471 ASPEN STREET, STE 200  
LAKE FOREST, CA 92630

SITE BUILDER:

**verizon**wireless  
15505 SAND CANYON AVE.  
BUILDING 'D' 1st FLOOR  
IRVINE, CA 92618  
PHONE (949) 286-7000

ARCHITECT:

**ACO**  
ARCHITECTS - INC.  
26170 ENTERPRISE WAY #600  
LAKE FOREST, CA 92630  
TEL: 949-716-1940  
FAX: 949-247-4788

ENGINEER:

SITE NAME:

**SOUTH IMPERIAL BEACH**

SITE ADDRESS:

825 IMPERIAL BEACH BOULEVARD  
IMPERIAL BEACH, CA 91932

SHEET TITLE:

**DETAILED SITE PLAN**

DRAWING INFO:

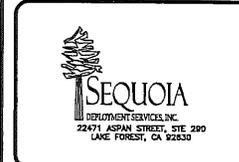
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SHEET NUMBER:

**A-2**

REV.	DATE/BY	REVISION DESCRIPTION
0	02/14/13 AC	CONSTRUCTION SET

CONSULTANT:



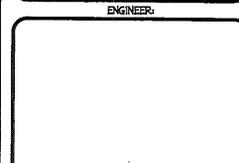
SITE BUILDER:



AME DEVELOPMENT:



ENGINEER:



SITE INFO:

SITE NAME:  
**SOUTH IMPERIAL BEACH**

SITE ADDRESS:  
825 IMPERIAL BEACH BOULEVARD  
IMPERIAL BEACH, CA 91932

SHEET TITLE:

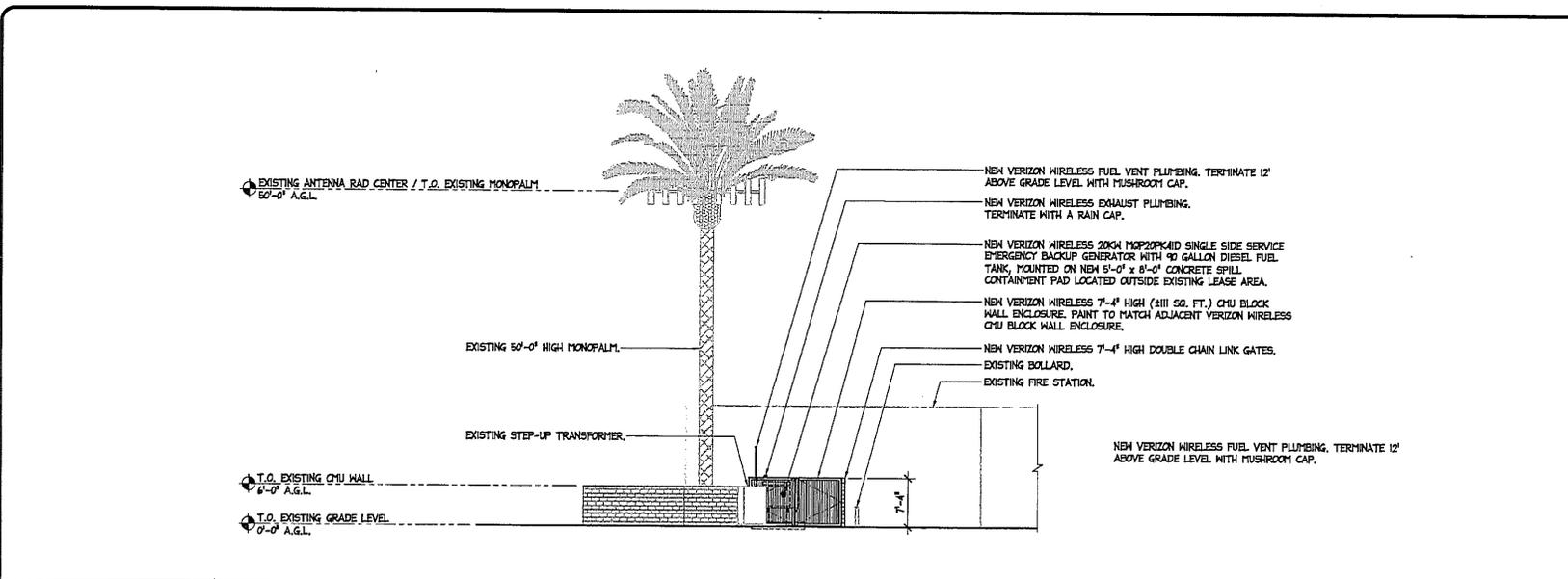
**ARCHITECTURAL ELEVATIONS**

DRAWING INFO:

DWG. NAME: A3	DRAWN BY: AC	DATE: 02/14/13
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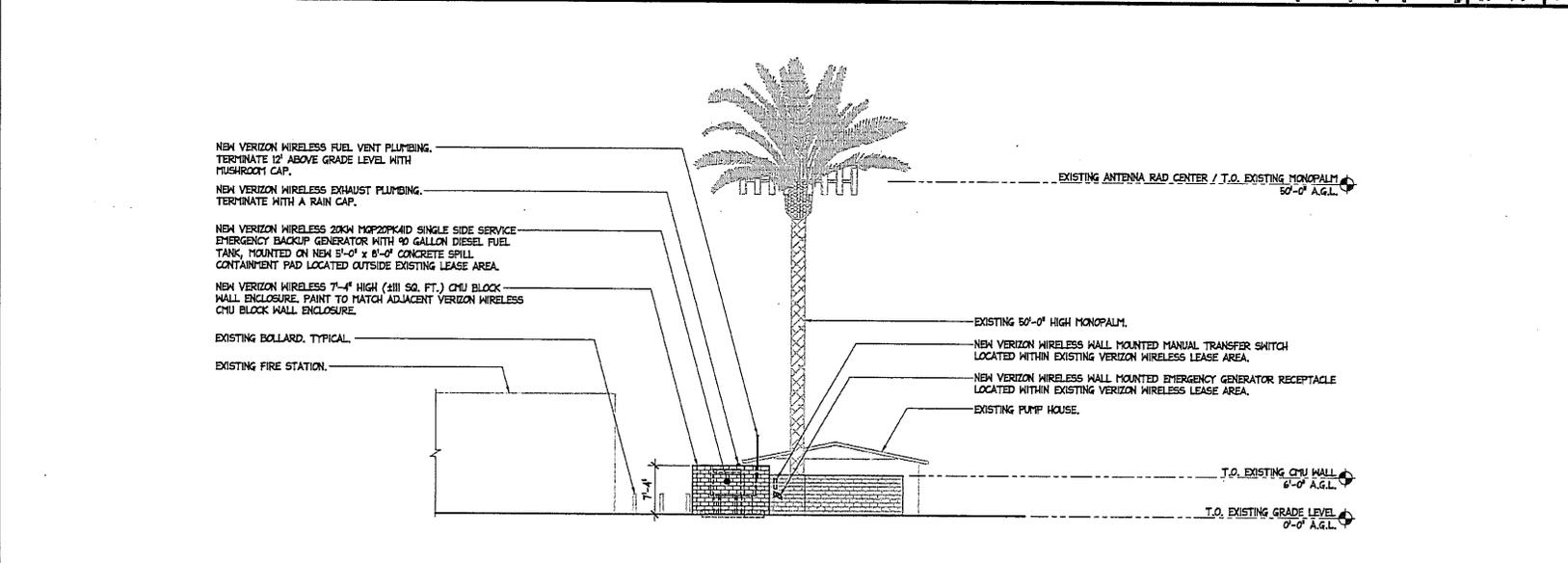
SHEET NUMBER:

**A-3**



NORTHEAST ELEVATION

SCALE: 1/8" = 1'-0" 1



SOUTH ELEVATION

SCALE: 1/8" = 1'-0" 2

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between City of Imperial Beach, a California municipality ("Landlord"), and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless ("Tenant"), with reference to the facts set forth in the Recitals below. Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

A. Landlord is the owner of certain real property located at 825 Imperial Beach Boulevard, Imperial Beach, California ("Property").

B. Landlord and Tenant are parties to that certain undated Lease Agreement (the "Lease"), whereby Landlord leases to Tenant certain ground space at the Property, all as more particularly described in the Lease (collectively, the "Premises"), for the construction, operation, and maintenance of a communications facility. Assuming the Lease is extended for all Extension Terms, the Lease is scheduled to expire pursuant to its terms on September 23, 2032.

C. Landlord and Tenant have agreed to: (i) extend the term of the Lease for one (1) additional five (5) year term, (ii) amend and increase the size of the Premises in order for Tenant to install a generator; (iii) modify the annual rental escalations; and (iv) modify the monthly rent payable under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Extension Term. Commencing on September 1, 2032 (the "Renewal Commencement Date"), Landlord and Tenant hereby agree to extend the Lease for one (1) additional Extension Term of five (5) years, unless Tenant terminates the Lease by giving Landlord written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term.

2. Annual Rental Escalation. Effective upon full execution of this Amendment, Section 5(b) of the Lease is hereby modified as follows:

“Commencing on September 1, 2014, and on each September 1 thereafter for the duration of the Lease, the annual rental shall be increased by three and one-half percent (3.5%) of the annual rental in effect during the immediately preceding year.”

3. Additional Ground Space. The description of the Premises as described in the Lease is hereby amended to add a five-foot (5') by eight-foot (8') portion of ground space containing approximately forty (40) square feet (the "Generator Space") for Tenant's generator and related equipment, including a new CMU block wall, together with a non-exclusive license

(the "Utilities License") for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Generator Space to the Premises. The Premises, Generator Space and Utilities License hereinafter shall be collectively referred to as the "Premises." The Generator Space and Utilities License are substantially described and depicted herein in Exhibit "1-A" attached hereto and made a part hereof. Landlord and Tenant acknowledge and agree that Exhibit "1-A" is intended to supplement Exhibit "1" attached to the Lease.

4. Installation of Generator Improvements. Landlord acknowledges and agrees that Tenant intends to construct and install certain improvements on the Premises, which shall include, but are not limited to, a generator pad, generator, all generator connections and a CMU block wall, all as more particularly described and depicted in Exhibit "1-A" attached hereto (collectively, the "Improvements"). Landlord hereby consents to the construction, installation, operation and maintenance of the Improvements as the same may be modified, added to and/or substituted from time to time during the term of the Lease, as the same may be extended. Tenant shall be solely responsible for the care, repair and maintenance of the Improvements.

5. Governmental Approvals. Any required permits for the Improvements shall be obtained by Tenant at Tenant's sole expense. Furthermore, it is understood and agreed that Tenant's ability to install the Improvements is contingent upon its obtaining after the execution date of this Amendment all of the certificates, permits and other approvals (collectively, "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory structural analysis and soil boring tests which will permit Tenant to install and operate the Improvements as set forth in this Amendment. Landlord shall cooperate with Tenant in its efforts to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the installation of the Improvements. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or structural analysis tests are found to be unsatisfactory so that Tenant in its sole discretion will be unable to install, operate, or maintain the Improvements or Tenant determines that the Improvements are no longer compatible for its intended use, Tenant shall have the right to terminate this Amendment; however, the Agreement shall remain in full force and effect. Notice of Tenant's exercise of its right to terminate this Amendment shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Tenant. All rent in connection with this Amendment paid to said termination date shall be retained by Landlord. Upon such termination, the Amendment shall be of no further force or effect, and the parties shall have no further obligations under this Amendment.

6. Monthly Rental Increase. In consideration for the enlargement of the Premises and for Landlord consenting to the construction, installation, operation and maintenance of the Improvements, the monthly rent payable by Tenant to Landlord shall increase by Three Hundred Twenty-Five and No/100 Dollars (\$325.00) per month (the "Rent Increase"), commencing on the first day of the month after Tenant commences installation of the Improvements provided herein (the "Rent Increase Date"). Landlord and Tenant shall acknowledge in writing the date Tenant commences installation of the Improvements. Landlord and Tenant acknowledge and agree that the initial Rent Increase payment shall not actually be sent by Tenant until forty-five (45) days after written acknowledgment of the Rent Increase Date.

7. Continued Effect. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by each party's duly authorized representative effective as of the date first above written.

**LANDLORD:**

**TENANT:**

City of Imperial Beach, a California municipality

Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Walter L. Jones, Jr.  
Title: Area Vice President Network  
Date: \_\_\_\_\_

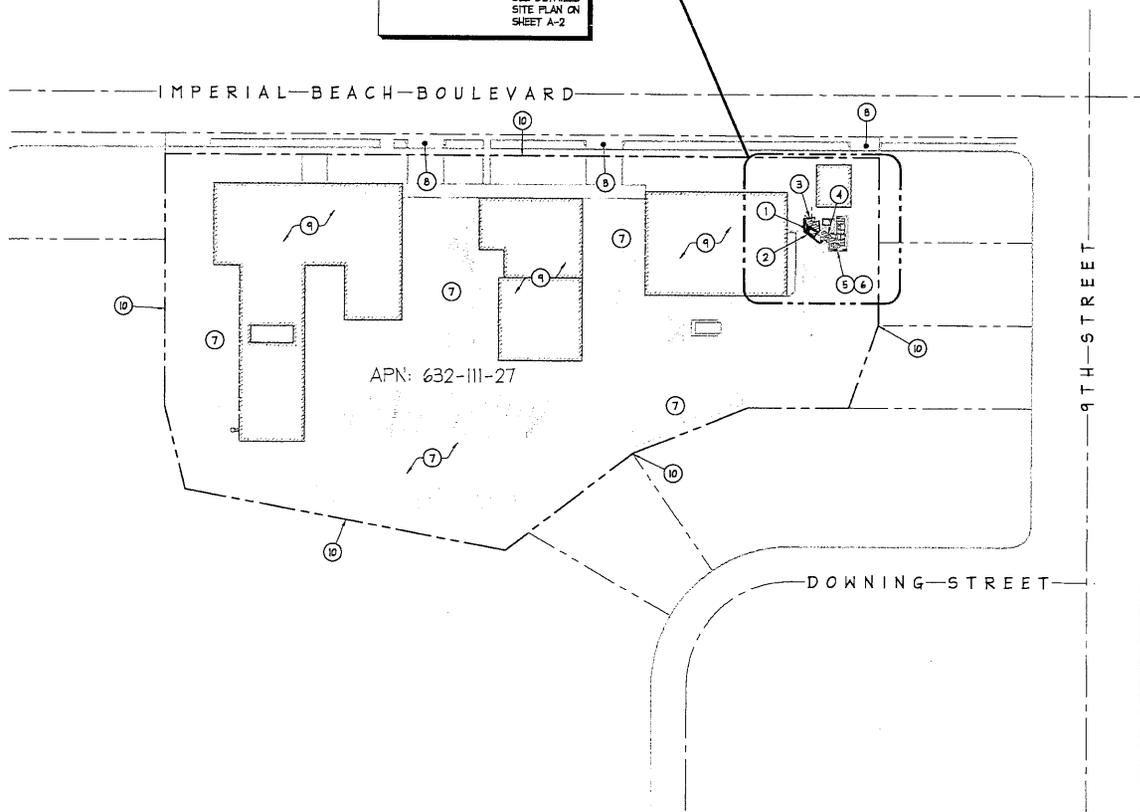
**Exhibit "1-A"**

**See attached.**

**NOTES:**

- ① NEW VERIZON WIRELESS 200W MOP20PK4ID SINGLE SIDE SERVICE EMERGENCY BACKUP GENERATOR WITH 90 GALLON DIESEL FUEL TANK, MOUNTED ON NEW 5'-0" X 8'-0" CONCRETE SPILL CONTAINMENT PAD LOCATED OUTSIDE EXISTING LEASE AREA. SEE SHEET A-2 FOR DETAILED SITE PLAN.
- ② NEW VERIZON WIRELESS 7'-4" HIGH (2111 50. FT.) CHU BLOCK WALL ENCLOSURE. PAINT TO MATCH ADJACENT VERIZON WIRELESS CHU BLOCK WALL ENCLOSURE.
- ③ NEW VERIZON WIRELESS 7'-4" HIGH DOUBLE METAL HAT CHANNEL GATES.
- ④ NEW VERIZON WIRELESS 5'-0" WIDE NON-EXCLUSIVE UTILITY EASEMENT (FOR NEW GENERATOR CONDUITS) FROM NEW GENERATOR TO EXISTING VERIZON WIRELESS EQUIPMENT LEASE AREA. APPROX 30' RUN.
- ⑤ EXISTING VERIZON WIRELESS EQUIPMENT LEASE AREA LOCATED AT GROUND LEVEL.
- ⑥ EXISTING VERIZON WIRELESS 6'-0" HIGH CHU BLOCK WALL ENCLOSURE.
- ⑦ EXISTING PARKING AREA.
- ⑧ EXISTING DRIVEWAY.
- ⑨ EXISTING BUILDINGS. TYPICAL.
- ⑩ EXISTING PROPERTY LINE.

NEW VERIZON WIRELESS  
GENERATOR LEASE AREA  
SEE DETAILED SITE PLAN ON SHEET A-2



REV.	DATE/BY:	REVISION DESCRIPTION:
0	02/14/13 AC	CONSTRUCTION SET

CONSULTANT:

**SEQUOIA**  
DEVELOPMENT SERVICES, INC.  
22471 ASPEN STREET, SUITE 200  
LAKE FOREST, CA 92630

SITE BUILDER:

**verizon**wireless  
15505 SAND CANYON AVE.  
BUILDING 'D' 1st. FLOOR  
IRVINE, CA. 92618  
PHONE (949) 286-7000

A/E DEVELOPMENT:

**ACO**  
ARCHITECTS - INC.  
26170 ENTERPRISE WAY #600  
LAKE FOREST, CA 92630  
TEL: 949-716-9940  
FAX: 949-247-4788

ENGINEER:

SITE INFO:

SITE NAME:  
**SOUTH IMPERIAL BEACH**  
SITE ADDRESS:  
825 IMPERIAL BEACH BOULEVARD  
IMPERIAL BEACH, CA 91922

SHEET TITLE:

**SITE PLAN**

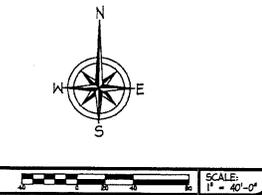
DRAWING INFO:

DWG. NAME:	DRAWN BY:	DATE:
AI	AC	02/14/13

SHEET NUMBER:

**A-1**

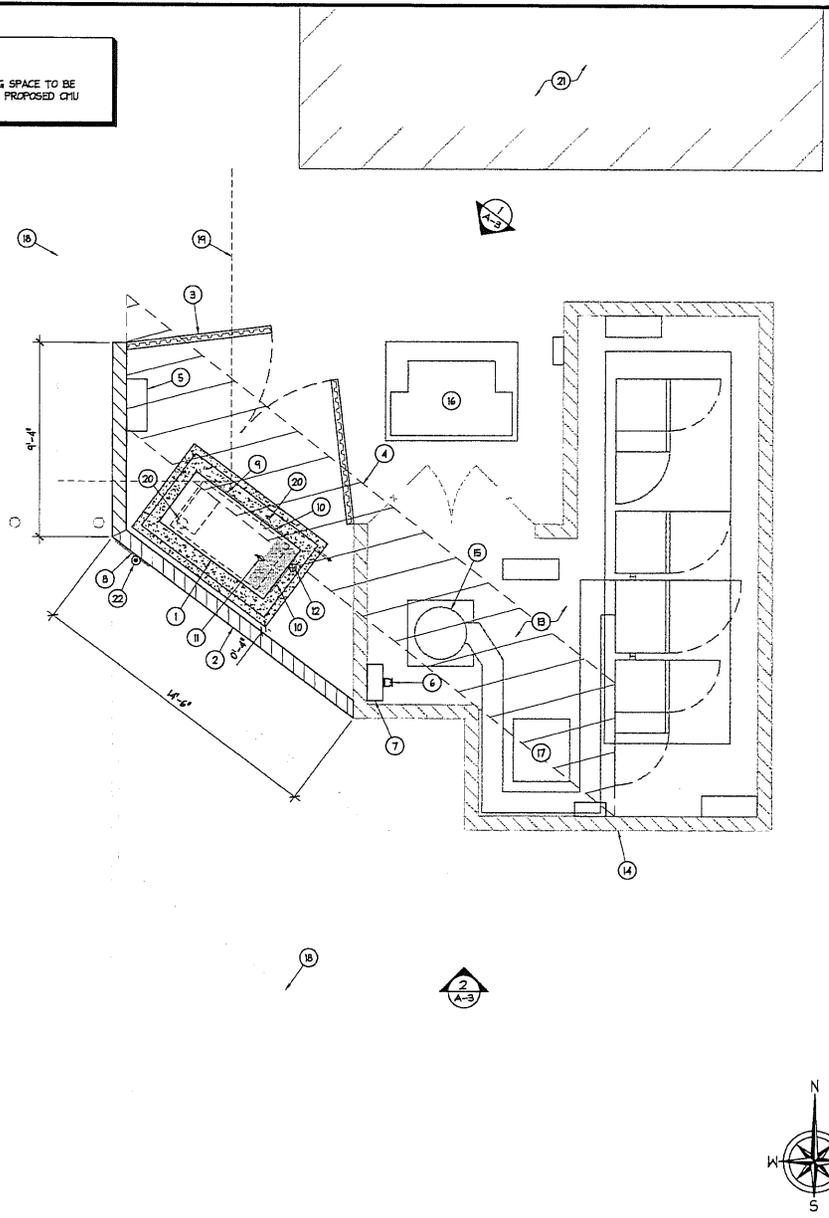
SITE PLAN



**NOTES:**

- 1 NEN VERIZON WIRELESS 20KH MPP20PK4ID SINGLE SIDE SERVICE EMERGENCY BACKUP GENERATOR WITH 90 GALLON DIESEL FUEL TANK, MOUNTED ON NEN 5'-0" X 8'-0" CONCRETE SPILL CONTAINMENT PAD LOCATED OUTSIDE EXISTING LEASE AREA.
- 2 NEN VERIZON WIRELESS 7'-4" HIGH (3111 SQ. FT.) CHU BLOCK WALL ENCLOSURE. PAINT TO MATCH ADJACENT VERIZON WIRELESS CHU BLOCK WALL ENCLOSURE.
- 3 NEN VERIZON WIRELESS 7'-4" HIGH DOUBLE METAL HAT CHANNEL GATES.
- 4 NEN VERIZON WIRELESS 5'-0" WIDE NON-EXCLUSIVE UTILITY EASEMENT (FOR NEN GENERATOR, CONDUITS) FROM NEN GENERATOR TO EXISTING VERIZON WIRELESS EQUIPMENT LEASE AREA. APPROX 30' RUN.
- 5 NEN VERIZON WIRELESS AUTOMATIC TRANSFER SWITCH.
- 6 NEN VERIZON WIRELESS WALL MOUNTED EMERGENCY GENERATOR RECEPTACLE LOCATED WITHIN EXISTING VERIZON WIRELESS LEASE AREA.
- 7 NEN VERIZON WIRELESS WALL MOUNTED MANUAL TRANSFER SWITCH LOCATED WITHIN EXISTING VERIZON WIRELESS LEASE AREA.
- 8 NEN VERIZON WIRELESS "NO SMOKING" SIGN MOUNTED ON NEN VERIZON WIRELESS CHU WALL.
- 9 NEN VERIZON WIRELESS FLAMMABLE LIQUID SIGN MOUNTED ON GENERATOR.
- 10 NEN VERIZON WIRELESS NFPA (NATIONAL FIRE PROTECTION ASSOCIATION) PANEL TYP. OF (2).
- 11 NEN VERIZON WIRELESS EXHAUST PLUMBING. TERMINATE WITH RAIN CAP.
- 12 NEN VERIZON WIRELESS FUEL VENT PLUMBING. TERMINATE 12' ABOVE GRADE LEVEL WITH MUSHROOM CAP.
- 13 EXISTING VERIZON WIRELESS EQUIPMENT LEASE AREA LOCATED AT GROUND LEVEL.
- 14 EXISTING VERIZON WIRELESS 6'-0" HIGH CHU BLOCK WALL ENCLOSURE.
- 15 EXISTING 50'-0" HIGH MONOFALM.
- 16 EXISTING STEP-UP TRANSFORMER.
- 17 EXISTING STEP-DOWN TRANSFORMER.
- 18 EXISTING PARKING SPACE STRIPING.
- 19 EXISTING PARKING SPACE STRIPING TO BE REMOVED (DASHED).
- 20 EXISTING BOLLARDS TO BE REMOVED AS REQUIRED.
- 21 EXISTING BUILDING.
- 22 NEN VERIZON WIRELESS FIRE EXTINGUISHER (MIN. RATING OF 40 B-C).

**NOTE:**  
ONLY ONE PARKING SPACE TO BE IMPACTED BY THE PROPOSED CHU WALL ENCLOSURE.



REV:	DATE/BY:	REVISION DESCRIPTION:
0	02/14/13 AC	CONSTRUCTION SET

CONSULTANT:

SEQUOIA  
ENVIRONMENTAL SERVICES, INC.  
22471 ASPEN STREET, STE. 280  
LAKE FOREST, CA 92630

SITE BUILDER:

verizon wireless  
15505 SAND CANYON AVE.  
BUILDING 'D' 1st. FLOOR  
IRVINE, CA. 92618  
PHONE (949) 286-7000

A/E DEVELOPMENT:

ACO  
ARCHITECTS - INC.  
26170 ENTERPRISE WAY #600  
LAKE FOREST, CA 92630  
TEL: 949-716-9940  
FAX: 949-297-4788

ENGINEER:

SITE INFO:

SITE NAME:  
SOUTH IMPERIAL BEACH

SITE ADDRESS:  
625 IMPERIAL BEACH BOULEVARD  
IMPERIAL BEACH, CA 91932

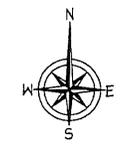
SHEET TITLE:  
DETAILED SITE PLAN

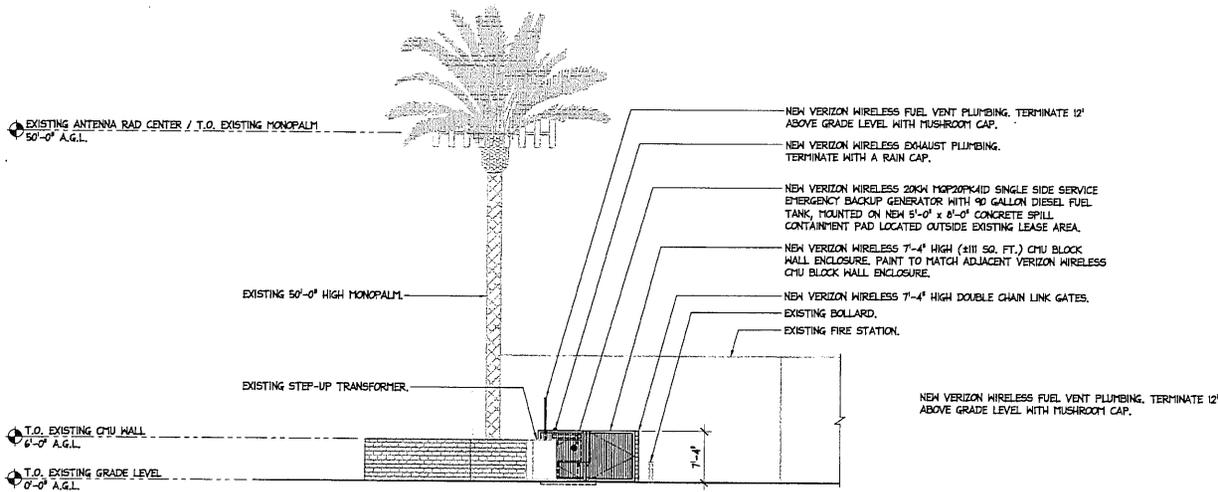
DRAWING INFO:

DWG. NAME: A2	DRAWN BY: AC	DATE: 02/14/13
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SHEET NUMBER:  
A-2

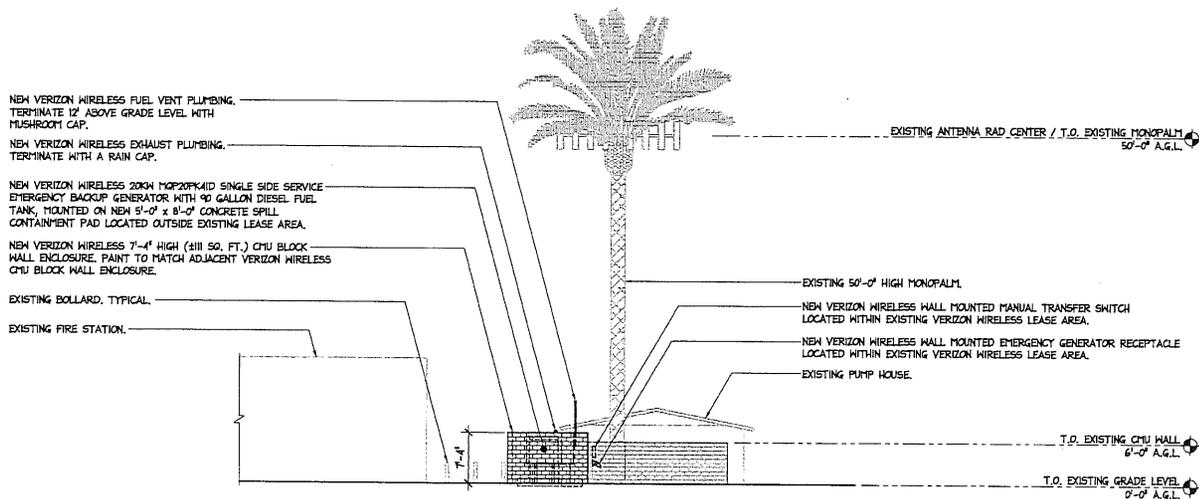
DETAILED SITE PLAN





NORTHEAST ELEVATION

SCALE: 1/8" = 1'-0" 1



SOUTH ELEVATION

SCALE: 1/8" = 1'-0" 2

REV.	DATE/BY	REVISION DESCRIPTION
0	02/13/13 AC	CONSTRUCTION SET

CONSULTANT:

SITE BUILDER:

ME DEVELOPMENT:

ENGINEER:

SITE INFO:

SITE NAME:  
**SOUTH IMPERIAL BEACH**

SITE ADDRESS:  
825 IMPERIAL BEACH BOULEVARD  
IMPERIAL BEACH, CA 91932

SHEET TITLE:

**ARCHITECTURAL ELEVATIONS**

DRAWING INFO:

DWG. NAME: A3	DRAWN BY: AC	DATE: 02/14/13
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SHEET NUMBER:  
**A-3**



## **Item No. 2.9**

The Staff Report was not available at the time the Agenda was posted. It will be provided at or prior to the City Council Meeting.





AGENDA ITEM NO. 2.10

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *AB*

MEETING DATE: JULY 17, 2013

ORIGINATING DEPT.: PUBLIC WORKS DEPARTMENT *HAL*

SUBJECT: RESOLUTION NO. 2013-7355 APROVING CHANGE ORDER  
NO 1, CDBG FY 12/13 IMPERIAL BEACH BLVD. PEDESTRIAN  
CROSSWALK PROJECT NO. S13-101

---

**BACKGROUND:**

On April 17, 2013, City Council adopted Resolution No. 2013-7321 awarding a contract to PAL General Engineering, Inc. for the construction of the CDBG FY 12/13 Imperial Beach Blvd. Pedestrian Crosswalk Project, CIP No. S13-101 at a bid price \$97,813.50. PAL General Engineering, Inc. commenced work on the construction Monday, June 10, 2013. The construction work was scheduled to be performed during the South Bay Union School District and Mar Vista High School summer break, June 10, 2013 to July 21, 2013.

**DISCUSSION:**

During construction, it was discovered that the drawings for the work did not properly address the topography of the street (vehicle lanes) relative to the new crosswalk elements. The elevation between the street and the new curb and gutter and ADA compliant ramps ranged from approximately 2 inches on the south side to 6 inches on the north side. The reconstruction of the street for this large of elevation difference was not included in the contact bid. Thus staff directed the City Engineer to draft a new scope of work that will bring the street topography coincident with the new crosswalk improvements. The additional cost for the construction of the new work is \$26,671.20.

There are sufficient CDBG funds to cover this change order; however, the change order represents 27 percent of the contract value which exceeds the City Manager's authority except in emergencies.

I.B.M.C. Chapter 3.04.220 reads: "Change order procedures for contracts covering public works construction projects.

A. Change orders for an amount of less than five thousand dollars shall be approved by the department director overseeing the project.

B. The city manager may approve any change order for five thousand dollars or more with the following limitations: ten percent of the project contract value provided sufficient project appropriations exist.

C. The city council shall approve any change order for amounts that exceed any of the limitations described in subsection B of this section. (Ord. 758 § 2, 1988)"

In order to ensure a safe crossing in the construction zone before the students return to classes on Monday, July 22, 2013, the City Manager approved the change order as an urgent action.

Staff is requesting City Council affirm the City Manager's approval of Change Order No. 1 to the CDBG FY 12/13 Imperial Beach Blvd. Pedestrian Crosswalk Project, CIP No. S13-101 contract with PAL General Engineering, Inc.

**ENVIRONMENTAL DETERMINATION:**

A notice of exemption was filed with the State Clearing House. This project is a Categorical Exemption per section 15301.

**FISCAL IMPACT:**

Revenue:

CDBG funds awarded to the City for this project \$134,251.00

Expenditures:

Project Construction \$ 97,813.50

Change Order No. 1 to Project Construction \$ 26,671.20

KOA Construction Administration \$ 3,000.00

Estimated Project Administration \$ 5,000.00

Total Estimated expenditures \$132,484.70

**DEPARTMENT RECOMMENDATION:**

1. Receive this report.
2. Adopt the attached resolution.
3. Affirm the City Manager's approval of Change Order No. 1 in the amount of \$26,671.20.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7355

**RESOLUTION NO. 2013-7355****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APROVING CHANGE ORDER NO. 1, CDBG FY 12/13 IMPERIAL BEACH BLVD. PEDESTRIAN CROSSWALK PROJECT NO. S13-101**

**WHEREAS**, on April 17, 2013, City Council adopted Resolution No. 2013-7321 awarding a contract to PAL General Engineering, Inc. for the construction of the CDBG FY 12/13 Imperial Beach Blvd. Pedestrian Crosswalk Project, CIP No. S13-101 at a bid price \$97,813.50; and

**WHEREAS**, PAL General Engineering, Inc. commenced work on the construction Monday, June 10, 2013; and

**WHEREAS**, the construction work was scheduled to be performed during the South Bay Union School District and Mar Vista High School summer break, June 10, 2013 to July 21, 2013; and

**WHEREAS**, during construction, it was discovered that the drawings for the work did not properly address the topography of the street (vehicle lanes) relative to the new crosswalk elements; and

**WHEREAS**, staff directed the City Engineer to draft a new scope of work that will bring the street topography coincident with the new crosswalk improvements; and

**WHEREAS**, the additional cost for the construction of the new work is \$26,671.20; and

**WHEREAS**, there are sufficient CDBG funds to cover this change order; however, the change order represents 27 percent of the contract value which exceeds the City Manager's authority; and

**WHEREAS**, I.B.M.C. 3.04.220.B states, "the city manager may approve any change order for five thousand dollars or more with the following limitations: ten percent of the project contract value, provided sufficient project appropriations exist;" and

**WHEREAS**, in order to ensure a safe crossing in the construction zone before the students return to classes on Monday, July 22, 2013, the City Manager approved the change order as an urgent action; and

**WHEREAS**, staff is requesting City Council affirm the City Manager's approval of Change Order No. 1 to the CDBG FY 12/13 Imperial Beach Blvd. Pedestrian Crosswalk Project, CIP No. S13-101 contract with PAL General Engineering, Inc.

**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 legislative body affirms the City Manager's approval of Change Order No. 1 to the CDBG FY 12/13 Imperial Beach Blvd. Pedestrian Crosswalk Project, CIP No. S13-101 contract with PAL General Engineering, Inc.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17th day of July 2013, by the following vote:

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

---

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

---

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







STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY BROWN, CITY MANAGER *GB*  
MEETING DATE: WEDNESDAY, JULY 17, 2013  
SUBJECT: AUTHORIZATION TO CONTRACT FOR A CONSULTANT TO RECRUIT AN ADMINISTRATIVE SERVICES DIRECTOR

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**BACKGROUND:**

The position of Administrative Services Director is currently occupied on an interim basis by a person hired through an employment agency. We need to recruit to fill the position on a permanent basis.

**DISCUSSION**

We can recruit the Administrative Services Director through either our own staff work or by using consultant services. Using a consultant can be more beneficial because they have more contacts and are better at attracting good candidates through personal outreach. This is especially important because of the scarcity of people with significant financial and managerial experience caused, in part, by the retirement of baby boomers.

If Council approves hiring a consultant, we'll select one based upon a competitive proposal process.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

Not to exceed \$19,500 in consultant fees plus reimbursable expenses.

**CITY MANAGER'S RECOMMENDATION:**

Authorize the City Manager to hire a consultant to recruit an Administrative Services Director for a fee not to exceed \$19,500 plus reimbursable expenses.



## **Item No. 6.1**

The Staff Report was not available at the time the Agenda was posted. It will be provided at or prior to the City Council Meeting.





AGENDA ITEM NO. 6.2

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY BROWN, CITY MANAGER *GB*  
MEETING DATE: JULY 17, 2013  
ORIGINATING DEPT.: PUBLIC WORKS *HAZ*  
SUBJECT: RESOLUTION NO. 2013-7364 APPROVING THE FACILITIES  
LONG RANGE MAJOR MAINTENANCE PLAN

---

**BACKGROUND**

The City of Imperial Beach owns and maintains numerous structures that enable it to provide services to city residents. Such structures include those that house critical services, such as fire stations and City Hall; those that house city equipment and staff, such as the Public Works Department yard building complex; those that provide services or amenities to the public, such as the Marina Vista Community Center, Sport Park Recreation Center; and structures that improve the City's parks, such as Sports Park snack bar, park restrooms, park tot-lots, park fencing. Some of the structures, such as city hall, house critical services, house staff, and provide services to the public. City staff desired to understand what current and future maintenance and upgrades are likely to be required for the City-owned and operated buildings and park facilities.

The City of Imperial Beach does not currently maintain a Facilities Long Range Major Maintenance Plan. Having a Facilities Long Range Major Maintenance Plan is a valuable tool in determining the resources required to meet the long range maintenance needs of City facilities and is a recommended element of City budget planning. It has been a goal of City staff for several years to create a Facilities Long Range Major Maintenance Plan. Recently staff made a commitment to get this plan completed and commenced work on the attached plan in the fall of 2012.

In the adopted budgets for FY 2014 and FY 2015, City Council approved an annual allocation of \$100,000 per year towards building a reserve in the Facilities Maintenance / Replacement Internal Service Fund (504-0000) account. The purpose of this funding was to allocate moneys for the City building facilities' long range major maintenance.

**DISCUSSION**

Staff has completed work on a Facilities Long Range Major Maintenance Plan for City facilities – buildings and parks. The purpose of this staff report and resolution is to present the results of the completed work to City Council and to recommend City Council approval of this plan. If the plan is approved, staff will use this plan for long range major maintenance planning purposes and as a guide as part of the upcoming development of the City's Five-Year Capital Improvement Plan (CIP).

The Facilities Long Range Major Maintenance Plan was assembled by major facility (for example - Civic Center or Veterans Park). Each major facility was subdivided into its individual

elements (for example Civic Center included roof replacement, HVAC replacement, electrical upgrades, plumbing upgrades, etc. and Veterans Park items included Rotunda, tot-lot, restroom, soccer field, irrigation system, lighting, etc.). The cost for each subdivision was determined by the original purchase cost or subsequent replacement cost and inflated by the past average 100 year annual change in the Cost of Living index (CPI) of 3.4%. The future cost needs per facility was then aggregated or summed from the individual element costs based on the expected life of the element within each facility.

The total calculated (estimated) annual facilities long range major maintenance needs, as shown on Attachment 2, clearly exceeds the annual budget adopted for the FY 2014 and FY 2015 budget years, and supports the need for substantial resource commitment in order to maintain satisfactory facility conditions over the foreseeable future.

### **ENVIRONMENTAL DETERMINATION**

Not a project as defined by CEQA.

### **FISCAL IMPACT**

As detailed in Attachment 2, this study / report estimates the annual contribution for major facility maintenance needs is approximately \$290,000 for buildings and \$300,000 for parks, for a total need of approximately \$590,000 per year.

The annual appropriation of \$100,000 towards a reserve in the Facilities Maintenance / Replacement Internal Service Fund (504-0000) (buildings) is necessary and should be continued or increased in the future years. The current annual appropriation is approximately one-third (1/3) of the estimated need, based on the proposed Facilities Long Range Major Maintenance Plan. The 504 Fund is estimated to end the current fiscal year with \$177,044 in reserves.

An annual appropriation for the "parks" facilities is also needed but is not currently appropriated in the FY 2014 or FY 2015 budgets. Staff recommends Council allocate \$300,000 from the \$3.5M CIP money over the next 6 fiscal years, (the fiscal year starting on July 1, 2013 plus 5 additional fiscal years), and that starting with Fiscal Year July, 2015 (the start for the next two year budgets) the city would establish a goal of allocating \$50,000/fiscal year toward "parks" capital replacements/improvements.

Attachment 3 breaks out the next 5-year needs for Facility Major Maintenance.

### **DEPARTMENT RECOMMENDATION**

1. Receive this report.
2. Discuss the merits and concerns regarding the study and findings.
3. Adopt Resolution No. 2013-7364 accepting the study and findings for use in future plans for major facility maintenance allocations and projects.

### **CITY MANAGER'S RECOMMENDATION**

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7364
2. Facilities Long Range Major Maintenance Plan Spread Sheet
3. Facilities Maintenance Needs for FY 2014 thru FY 2019 (5 year Needs)

**RESOLUTION NO. 2013-7364****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE FACILITIES LONG RANGE MAJOR MAINTENANCE PLAN**

**WHEREAS**, the City of Imperial Beach owns and maintains numerous structures that enable it to provide services to city residents; and

**WHEREAS**, such structures include those that house critical services, such as fire stations and City Hall; those that house city equipment and staff that provide services or amenities to the public, such as Public Works; and those structures that improve the City's parks, such as tot-lots; and

**WHEREAS**, it is important understand what current and future maintenance and upgrades are likely to be required for the City-owned and operated buildings and park facilities; and

**WHEREAS**, the City of Imperial Beach does not currently maintain a Facilities Long Range Major Maintenance Plan; and

**WHEREAS**, having a Facilities Long Range Major Maintenance Plan is a valuable tool in determining the resources required to meet the long range maintenance needs of City facilities and is a recommended element of City budget planning; and

**WHEREAS**, in the adopted budgets for FY 2014 and FY 2015, the City Council approved an annual allocation of \$100,000 per year towards building a reserve in the Facilities Maintenance / Replacement Internal Service Fund (504-0000) account; and

**WHEREAS**, the purpose of this funding was to allocate moneys for the City building facilities' long range major maintenance; and

**WHEREAS**, staff has recently completed work on a Facilities Long Range Major Maintenance Plan for City facilities – buildings and parks; and

**WHEREAS**, the purpose of this resolution is to present the results of the completed work to City Council and to recommend City Council approval of this plan; and

**WHEREAS**, this study / report estimates the annual contribution for major facility maintenance needs is approximately \$290,000 for buildings and \$300,000 for parks, for a total need of approximately \$590,000 per year; and

**WHEREAS**, the annual appropriation of \$100,000 towards a reserve in the Facilities Maintenance / Replacement Internal Service Fund (504-0000) (buildings) is necessary and should be continued or increased in the future years; and

**WHEREAS**, an annual appropriation for the "parks" facilities is also needed but is not currently appropriated in the FY 2014 or FY 2015 budgets; and

**WHEREAS**, staff recommends Council allocate \$300,000 from the \$3.5M CIP money over the next 6 fiscal years, (the fiscal year starting on July 1, 2013 plus 5 additional fiscal years), and that starting with Fiscal Year July, 2015 (the start for the next two year budgets) the city establish a goal of allocating \$50,000/fiscal year toward "parks" capital replacements/improvements.

**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 results of the Facilities Long Range Major Maintenance Plan are accepted and are to be referenced when determining the financial needs of the City and establishing the reserve in the Facilities Maintenance / Replacement Internal Service Fund (504-0000) (buildings).
3. The funding for Parks facilities long range major maintenance is to be established by allocating \$300,000 from the \$3.5M CIP money over the next 6 fiscal years, (the fiscal year starting on July 1, 2013 plus 5 additional fiscal years), and that starting with Fiscal Year July, 2015 (the start for the next two year budgets) the city establish a goal of allocating \$50,000/fiscal year toward "parks" capital replacements/improvements.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17<sup>th</sup> day of July 2013, by the following vote:

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

---

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

---

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

# Facilities Long Range Major Maintenance Plan

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Civic Center	Facility Type: Employee Facility-504							
Community Room								
	DOORS	3 new wood entry doors	12/1/2008	\$293.60	50	12/01/2058	\$1,562.37	\$31.25
	ELECTRICAL	Cost replace all fixtures with energy efficient fixtures. 30% of this is done, however this is good for regular maintenance.	1/1/1963	\$197.63	75	01/01/2038	\$2,426.01	\$32.35
	FLOORING	Flooring for new EOC	1/1/1963	\$888.46	25	01/01/1988	\$4,727.86	\$189.11
	GENERATOR	Emergency generator and power at Civic Center	1/9/2008	\$328,808.75	25	01/09/2033	\$758,502.18	\$30,340.09
	HVAC	New HVAC at EOC	1/9/2008	\$16,866.57	10	01/09/2018	\$23,563.09	\$2,356.31
	PLUMBING	Cost to install new bathroom fixtures for ADA compliance	5/1/1995	\$5,959.28	30	05/01/2025	\$16,248.38	\$541.61
	ROOF	Civic Center Re roof project	1/9/2008	\$35,478.92	30	01/09/2038	\$96,735.65	\$3,224.52
	UPS SYSTEM	Backup Battery Power at EOC and City Hall	1/9/2008	\$106,874.99	20	01/09/2028	\$208,586.82	\$10,429.34
	WALLS	Folding walls replacement at EOC	1/9/2008	\$34,913.79	30	01/09/2038	\$95,194.79	\$3,173.16
	WINDOWS	Replace windows	1/1/1963	\$3,312.10	50	01/01/2013	\$17,625.05	\$352.50
<b>Summary for Community Room (10 items)</b>				<b>\$533,594.09</b>			<b>\$1,225,172.19</b>	<b>\$50,670.24</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Civic Center City Hall	Facility Type:	Employee Facility-504						
	AUDIO VIDEO	New A/V presentation at Council Chambers	9/10/2008	\$121,905.00	15	09/10/2023	\$201,293.43	\$13,419.56
	AUDIO VIDEO	New broadcast system at Council Chambers	9/10/2008	\$104,797.61	15	09/10/2023	\$173,045.16	\$11,536.34
	AUDIO VIDEO	New head-end system for Council Chambers	9/10/2008	\$22,862.70	15	09/10/2023	\$37,751.62	\$2,516.77
	CEILING	Ceiling in Council Chambers	9/10/2008	\$5,531.34	20	09/10/2028	\$10,795.46	\$539.77
	DOORS	Original build of 4 metal entry doors at City Hall	1/1/1963	\$243.05	50	01/01/2013	\$1,293.37	\$25.87
	DOORS	Replace 4 Wood Entrance Doors	12/1/2008	\$391.47	20	12/01/2028	\$764.03	\$38.20
	ELECTRICAL	Cost replace all fixtures with energy efficient fixtures. 30% of this is done, however this is good for regular maintenance.	1/1/1963	\$797.28	75	01/01/2038	\$9,787.04	\$130.49
	FLOORING	New carpet at City Hall	1/1/1990	\$47,327.40	25	01/01/2015	\$109,175.73	\$4,367.03
	FLOORING	Place new carpeting in community development	10/25/2011	\$34,000.00	25	10/25/2036	\$78,431.84	\$3,137.27
	FLOORING	Estimate to re tile bathrooms in 1994	1/1/1994	\$6,027.00	15	01/01/2009	\$11,376.05	\$758.40
	FLOORING	Carpet/tile in Council Chambers	9/10/2008	\$15,804.13	25	09/10/2033	\$36,457.26	\$1,458.29
	FURNITURE	Seating, dais, and podium for Council Chambers	9/10/2008	\$84,645.29	20	09/10/2028	\$165,201.34	\$8,260.07
	HVAC	Computer Room A/C - Bryant 602-B	8/19/2002	\$3,861.00	10	08/19/2012	\$5,393.93	\$539.39
	HVAC	Install four new AC unit at city hall	1/23/2007	\$81,953.43	10	01/23/2017	\$114,491.31	\$11,449.13
	PAINT	Paint walls in Council Chambers	9/10/2008	\$7,112.19	10	09/10/2018	\$9,935.93	\$993.59

## Facilities Long Range Major Maintenance Plan

Attachment 2

PLUMBING	Cost to install new bathroom fixtures for ADA compliance.	5/1/1995	\$24,040.72	30	05/01/2025	\$65,548.63	\$2,184.95
ROOF	Complete reroof	1/9/2008	\$86,598.72	30	01/09/2038	\$236,117.21	\$7,870.57
WALLS	Radius wall behind dais	9/10/2008	\$5,531.34	30	09/10/2038	\$15,081.57	\$502.72
WINDOWS	Original windows at City Hall including council chambers	1/1/1963	\$11,316.33	50	01/01/2013	\$60,218.86	\$1,204.38
<b>Summary for City Hall (19 items)</b>			<b>\$664,746.00</b>			<b>\$1,342,159.77</b>	<b>\$70,932.82</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Civic Center Sheriff Station	Facility Type: Employee Facility-504							
	DOORS	Entry doors	1/1/1963	\$191.54	50	01/01/2013	\$1,019.26	\$20.39
	ELECTRICAL	Cost replace all fixtures with energy efficient fixtures. 30% of this is done, however this is good for regular maintenance.	4/3/2013	\$1,306.28	75	04/03/2088	\$16,035.29	\$213.80
	FLOORING	Tarrazo flooring in locker room restroom	1/1/2002	\$1,321.11	25	01/01/2027	\$3,047.56	\$121.90
	FLOORING	Carpet and tile flooring	7/15/2002	\$4,785.15	15	07/15/2017	\$7,901.39	\$526.76
	HVAC	Small unit	1/1/2010	\$800.00	15	01/01/2025	\$1,320.99	\$88.07
	HVAC	Rooftop HVAC unit	1/1/2002	\$1,893.77	15	01/01/2017	\$3,127.05	\$208.47
	PLUMBING	New bathroom fixtures	1/1/1963	\$922.03	50	01/01/2013	\$4,906.50	\$98.13
	ROOF	Civic Center re-roof	1/9/2008	\$40,632.67	30	01/09/2038	\$110,787.69	\$3,692.92
	WINDOWS	Exterior windows	1/1/1963	\$3,588.10	50	01/01/2013	\$19,093.76	\$381.88
<b>Summary for Sheriff Station (9 items)</b>				<b>\$55,440.65</b>			<b>\$167,239.50</b>	<b>\$5,352.32</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Civic Center Fire Station	Facility Type:	Employee Facility-504						
	ACCESSORY	New drying rack at fire station	3/12/2008	\$35,051.00	30	03/12/2038	\$95,568.90	\$3,185.63
	ALARM	New fire alarm system	3/12/2008	\$20,000.00	15	03/12/2023	\$33,024.64	\$2,201.64
	APPLIANCES	New stove top and oven	12/16/2009	\$6,700.00	20	12/16/2029	\$13,076.32	\$653.82
	CABINETS AND COU	New cabinets and counter top reception area	3/12/2008	\$14,200.00	20	03/12/2028	\$27,713.99	\$1,385.70
	CABINETS AND COU	Replace kitchen cabinets.	12/16/2009	\$13,887.49	20	12/16/2029	\$27,104.07	\$1,355.20
	DOORS	New entry doors	1/1/1979	\$279.63	50	01/01/2029	\$1,488.03	\$29.76
	DOORS	New roll up doors at fire station	8/4/2008	\$16,666.00	20	08/04/2028	\$32,526.86	\$1,626.34
	ELECTRICAL	New lighting in reception area	3/12/2008	\$5,800.00	15	03/12/2023	\$9,577.15	\$638.48
	ELECTRICAL	Replace kitchen light fixtures	12/16/2009	\$4,431.51	15	12/16/2024	\$7,317.45	\$487.83
	FLOORING	Restroom floor replacement	3/12/2008	\$2,390.55	20	03/12/2028	\$4,665.61	\$233.28
	HVAC	Heating and Air Conditioning	1/20/1999	\$14,300.00	15	01/20/2014	\$23,612.62	\$1,574.17
	INTERIOR REMODEL	Remodel of first and second floor of fire station including lighting, flooring, walls, plumbing fixtures	3/12/2008	\$159,031.00	75	03/12/2083	\$1,952,190.51	\$26,029.21
	ROOF	Re-roof of fire station	5/21/1997	\$23,750.00	30	05/21/2027	\$64,755.96	\$2,158.53
	WINDOWS	Windows	1/1/1979	\$9,256.11	50	01/01/2029	\$49,255.58	\$985.11
	WINDOWS	Replace 3 windows in kitchen	12/16/2009	\$5,486.00	50	12/16/2059	\$29,193.27	\$583.87
	WINDOWS	Skylight installation	3/12/2008	\$900.00	50	03/12/2058	\$4,789.27	\$95.79
<b>Summary for Fire Station (16 items)</b>				<b>\$332,129.29</b>			<b>\$2,375,860.23</b>	<b>\$43,224.36</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Public Works	Facility Type: Employee Facility-504							
PUBLIC WORKS ADM OFFICES								
	DOORS	Entry doors	1/1/1968	\$287.27	50	01/01/2018	\$1,528.68	\$30.57
	ELECTRICAL	New energy efficient light fixtures	1/1/1968	\$680.55	75	01/01/2043	\$8,354.11	\$111.39
	FLOORING	New floor in locker room and fleet shop	6/1/2012	\$300.00	15	06/01/2027	\$495.37	\$33.02
	FLOORING	New tile floor at admin offices and lunch room and public restrooms	1/1/1968	\$14,997.06	25	01/01/1993	\$67,519.66	\$2,700.79
	HVAC	New HVAC in Public Works Admin	3/1/2001	\$3,101.00	15	03/01/2016	\$5,120.47	\$341.36
	PLUMBING	Bathroom fixtures	1/1/1968	\$8,111.76	30	01/01/1998	\$36,520.72	\$1,217.36
	ROOF	Roof coating for admin building	4/23/2007	\$14,760.00	10	04/23/2017	\$20,620.15	\$2,062.01
	WINDOWS	Exterior windows	1/1/1968	\$621.22	50	01/01/2018	\$3,305.77	\$66.12
<b>Summary for PUBLIC WORKS ADM OFFICES (8 items)</b>				<b>\$42,858.86</b>			<b>\$143,464.93</b>	<b>\$6,562.62</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Safety Center	Facility Type: Employee Facility-504							
SAFETY CENTER								
	DOORS	Exterior doors	1/1/1999	\$6,637.95	30	01/01/2029	\$18,098.81	\$603.29
	ELECTRICAL	Interior lighting	1/1/1999	\$2,142.58	75	01/01/2074	\$26,301.31	\$350.68
	FLOORING	Wood floor restoration	4/13/2009	\$4,777.00	10	04/13/2019	\$6,673.61	\$667.36
	FLOORING	Replace wood floors	1/1/1999	\$7,923.27	100	01/01/2099	\$224,366.73	\$2,243.67
	FLOORING	Carpeting	1/1/1999	\$2,337.58	50	01/01/2049	\$12,439.24	\$248.78
	FLOORING	Athletic flooring	1/1/1999	\$965.60	10	01/01/2009	\$1,542.00	\$154.20
	FLOORING	Stone flooring	1/1/1999	\$50,641.21	100	01/01/2099	\$1,434,028.92	\$14,340.29
	FLOORING	Ceramic tile flooring	1/1/1999	\$420.84	100	01/01/2099	\$11,917.03	\$119.17
	FLOORING	Resilient tile flooring	1/1/1999	\$2,568.17	30	01/01/2029	\$7,002.30	\$233.41
	HVAC	Install new HVAC unit	3/12/2013	\$60,000.00	10	03/12/2023	\$83,821.73	\$8,382.17
	PLUMBING	New plumbing fixtures including kitchen, bath, and service	1/1/1999	\$8,291.54	50	01/01/2049	\$44,122.71	\$882.45
	ROOF	Original copper metal tile roof	1/1/1999	\$26,597.43	100	01/01/2099	\$753,170.99	\$7,531.71
	WINDOWS	Exterior windows	1/1/1999	\$14,986.94	30	01/01/2029	\$40,862.89	\$1,362.10
	WOOD WORK	Wood beams, decks, eaves, handrails, and window trims	8/26/2008	\$45,700.00	10	08/26/2018	\$63,844.22	\$6,384.42
<b>Summary for SAFETY CENTER (14 items)</b>				<b>\$233,990.11</b>			<b>\$2,728,192.51</b>	<b>\$43,503.72</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Public Works	Facility Type: Employee Facility-504							
Parks & Facilities Shop								
	DOORS	Roll up doors	1/1/2010	\$10,050.29	40	01/01/2050	\$38,282.49	\$957.06
	DOORS	Entry doors	1/1/1968	\$285.58	50	01/01/2018	\$1,519.69	\$30.39
	ELECTRICAL	New energy efficient light fixtures	1/1/1968	\$278.21	75	01/01/2043	\$3,415.18	\$45.54
	ROOF	Original Roof	1/1/1968	\$1,931.92	30	01/01/1998	\$8,697.88	\$289.93
<b>Summary for Parks &amp; Facilities Shop (4 items)</b>				<b>\$12,546.00</b>			<b>\$51,915.23</b>	<b>\$1,322.92</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Public Works	Facility Type: Employee Facility-504							
Prks, Graff, Swr, Garage								
	DOORS	Roll up doors	1/1/1995	\$15,216.35	40	01/01/2035	\$57,960.49	\$1,449.01
	DOORS	Entry doors	1/1/1995	\$285.58	50	01/01/2045	\$1,519.69	\$30.39
	ELECTRICAL	New energy efficient light fixtures	1/1/1995	\$564.17	75	01/01/2070	\$6,925.49	\$92.34
	ROOF	Original Roof	1/1/1995	\$7,732.82	30	01/01/2025	\$21,084.05	\$702.80
<b>Summary for Prks, Graff, Swr, Garage (4 items)</b>				<b>\$23,798.92</b>			<b>\$87,489.72</b>	<b>\$2,274.55</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Public Works	Facility Type: Employee Facility-504							
<b>PUBLIC WORKS YARD</b>								
	PARKING LOT	Re-pave Cal Am Lot	1/1/1968	\$2,189.15	15	01/01/1983	\$9,856.00	\$657.07
	PARKING LOT	Re-pave Public Works Yard	1/1/1968	\$17,083.22	15	01/01/1983	\$76,912.00	\$5,127.47
	PARKING LOT	Re-pave Admin Parking lot	1/1/1968	\$2,580.08	15	01/01/1983	\$11,616.00	\$774.40
<b>Summary for PUBLIC WORKS YARD (3 items)</b>				<b>\$21,852.45</b>			<b>\$98,384.00</b>	<b>\$6,558.93</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Public Works	Facility Type: Employee Facility-504							
<b>MAINTENANCE BAYS</b>								
	DOORS	Entry doors	1/1/1968	\$215.45	50	01/01/2018	\$1,146.50	\$22.93
	DOORS	Roll up doors for all bays	1/1/1968	\$4,935.67	40	01/01/2008	\$22,221.35	\$555.53
	ELECTRICAL	New energy efficient light fixtures	4/30/2013	\$1,805.25	75	04/30/2088	\$22,160.41	\$295.47
	HVAC	Suspended heater in streets	1/1/1968	\$177.05	18	01/01/1986	\$797.11	\$44.28
	HVAC	Suspended heater in Sewer Shop	1/1/1968	\$177.05	18	01/01/1986	\$797.11	\$44.28
	HVAC	Install gas heaters in fleet shop	2/6/2004	\$2,400.00	18	02/06/2022	\$4,381.08	\$243.39
	ROOF	Roof repair	3/3/2011	\$17,550.00	10	03/03/2021	\$24,517.86	\$2,451.79
	WINDOWS	Replace windows	1/1/1968	\$258.84	50	01/01/2018	\$1,377.39	\$27.55
<b>Summary for MAINTENANCE BAYS (8 items)</b>				<b>\$27,519.31</b>			<b>\$77,398.81</b>	<b>\$3,685.23</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Civic Center	Facility Type: Employee Facility-504							
CIVIC CENTER - Shared								
	PARKING LOT	Parking lot for civic center	1/1/1963	\$18,785.99	15	01/01/1978	\$99,968.00	\$6,664.53
<b>Summary for CIVIC CENTER - Shared (1 detail record)</b>				<b>\$18,785.99</b>			<b>\$99,968.00</b>	<b>\$6,664.53</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park	Facility Type: Park							
Spts Prk Ext Restroom-North								
	PLUMBING	New fixtures for restroom	1/1/1978	\$2,725.32	30	01/01/2008	\$8,782.87	\$292.76
	ROOF	Re- roof of restroom	1/1/2012	\$9,678.74	30	01/01/2042	\$26,389.73	\$879.66
<b>Summary for Spts Prk Ext Restroom-North (2 items)</b>				<b>\$12,404.06</b>			<b>\$35,172.60</b>	<b>\$1,172.42</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park	Facility Type: Park							
Concession Stand								
	DOORS	exterior doors	1/1/2003	\$2,214.69	50	01/01/2053	\$11,785.28	\$235.71
	ELECTRICAL	lighting fixtures	1/1/2003	\$1,781.22	75	01/01/2078	\$21,865.43	\$291.54
	ROOF	roof replacement	1/1/2003	\$1,386.33	30	01/01/2033	\$3,779.92	\$126.00
	WINDOWS	New roll up counter windows	4/11/2003	\$3,982.00	20	04/11/2023	\$7,771.63	\$388.58
<b>Summary for Concession Stand (4 items)</b>				<b>\$9,364.24</b>			<b>\$45,202.26</b>	<b>\$1,041.82</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park	Facility Type: Park							
	Ballfield Restrooms-South							
	ELECTRICAL	All electrical for building	9/12/2002	\$17,920.00	75	09/12/2077	\$219,977.58	\$2,933.03
	FENCE	Metal gates at	9/12/2002	\$1,198.00	10	09/12/2012	\$1,673.64	\$167.36
	FLOORING	Concrete foundation for building	9/12/2002	\$16,530.00	100	09/12/2102	\$468,087.16	\$4,680.87
	MULTIPLE ITEMS	Roof, walls, doors, etc	9/12/2002	\$38,839.00	30	09/12/2032	\$105,897.13	\$3,529.90
	PLUMBING	all plumbing	9/12/2002	\$25,818.00	30	09/12/2032	\$70,394.50	\$2,346.48
<b>Summary for Ballfield Restrooms-South (5 items)</b>				<b>\$100,305.00</b>			<b>\$866,030.02</b>	<b>\$13,657.66</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Veterans Park	Facility Type: Park							
Vet Park Ext Restroom								
	ELECTRICAL	All electrical for building	1/1/1970	\$6,147.25	75	01/01/2045	\$75,460.76	\$1,006.14
	FENCE	Metal gates	1/1/1970	\$410.96	10	01/01/1980	\$1,730.54	\$173.05
	FLOORING	Concrete foundation for building	1/1/1970	\$5,670.43	100	01/01/2070	\$160,571.88	\$1,605.72
	MULTIPLE ITEMS	Roof, walls, doors, etc	1/1/1970	\$13,323.27	30	01/01/2000	\$56,104.02	\$1,870.13
	PLUMBING	Plumbing	1/1/1970	\$3,688.35	30	01/01/2000	\$15,531.56	\$517.72
<b>Summary for Vet Park Ext Restroom (5 items)</b>				<b>\$29,240.25</b>			<b>\$309,398.76</b>	<b>\$5,172.77</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park	Facility Type: Park							
SKATE PARK								
	CONCRETE	Concrete for skatepark	2/9/2011	\$241,243.60	50	02/09/2061	\$1,283,756.75	\$25,675.13
	FENCE	Fence around skatepark	2/29/2012	\$131,711.93	10	02/28/2022	\$184,005.37	\$18,400.54
<b>Summary for SKATE PARK (2 items)</b>				<b>\$372,955.53</b>			<b>\$1,467,762.12</b>	<b>\$44,075.67</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Veterans Park	Facility Type: Park							
VETERANS PARK SOCCER FIELD								
	FENCE	PERIMETER FENCE	2/9/2011	\$9,400.00	25	02/09/2036	\$21,684.10	\$867.36
	SYNTHETIC TURF	Soccer field	6/10/2010	\$281,600.00	10	06/10/2020	\$393,403.34	\$39,340.33
<b>Summary for VETERANS PARK SOCCER FIELD (2 items)</b>				<b>\$291,000.00</b>			<b>\$415,087.43</b>	<b>\$40,207.70</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Teeple Park	Facility Type: Park							
TEEPLE PARK								
	ACCESSORY	New bbqs, drinking fountain, tables	9/29/2008	\$20,079.90	15	09/29/2023	\$33,156.57	\$2,210.44
	FENCE	Metal and masonry fence for teeple park	9/29/2008	\$42,598.60	30	09/29/2038	\$116,147.93	\$3,871.60
	IRRIGATION SYSTEM	Original irrigation system for park	9/25/1996	\$27,500.00	30	09/25/2026	\$74,980.59	\$2,499.35
	TOT LOT	Play equipment	9/25/1996	\$40,878.00	25	09/25/2021	\$94,298.14	\$3,771.93
	TOT LOT	Re-surface of tot lot	9/29/2008	\$67,934.00	15	09/29/2023	\$112,174.79	\$7,478.32
<b>Summary for TEEPLE PARK (5 items)</b>				<b>\$198,990.50</b>			<b>\$430,758.02</b>	<b>\$19,831.63</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Triangle Park TRIANGLE PARK	Facility Type: Park							
	ELECTRICAL	Lighting	1/1/2005	\$3,000.00	75	01/01/2080	\$36,826.60	\$491.02
	IRRIGATION SYSTEM	IRRIGATION	2/1/1992	\$5,000.00	50	02/01/2042	\$26,607.06	\$532.14
<b>Summary for TRIANGLE PARK (2 items)</b>				<b>\$8,000.00</b>			<b>\$63,433.67</b>	<b>\$1,023.16</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Veterans Park	Facility Type: Park							
VETERANS PARK								
	ACCESSORY	bbqs for veterans park	5/23/2007	\$3,421.04	30	05/23/2037	\$9,327.69	\$310.92
	ACCESSORY	Picnic tables and benches	5/23/2007	\$9,843.15	50	05/23/2057	\$52,379.46	\$1,047.59
	ELECTRICAL	Lighting for veterans park	5/23/2007	\$276,088.38	75	05/23/2082	\$3,389,132.40	\$45,188.43
	IRRIGATION SYSTEM	Irrigation system	5/23/2007	\$36,011.13	30	05/23/2037	\$98,186.76	\$3,272.89
	TOT LOT	Playground equipment at tot lot	1/1/1994	\$41,428.57	25	01/01/2019	\$95,568.20	\$3,822.73
	TOT LOT	Resurface of PIP rubber	10/14/2011	\$34,359.00	15	10/14/2026	\$56,734.68	\$3,782.31
	TRELLIS	Rotunda and trellis	5/23/2007	\$185,000.00	30	05/23/2037	\$504,414.88	\$16,813.83
<b>Summary for VETERANS PARK (7 items)</b>				<b>\$586,151.27</b>			<b>\$4,205,744.07</b>	<b>\$74,238.71</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Pocket Park	Facility Type: Park							
POCKET PARK								
	ELECTRICAL	Lighting	1/1/2003	\$3,714.74	75	01/01/2078	\$45,600.42	\$608.01
	FENCE	Installation of rod iron fence	1/1/2003	\$5,749.80	25	01/01/2028	\$13,263.75	\$530.55
	IRRIGATION SYSTEM	Irrigation system at pocket park	1/1/2003	\$5,000.52	30	01/01/2033	\$13,634.25	\$454.48
<b>Summary for POCKET PARK (3 items)</b>				<b>\$14,465.06</b>			<b>\$72,498.42</b>	<b>\$1,593.03</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Reama Park REAMA PARK	Facility Type: Park							
	ACCESSORY	New double bbq, trash recepticals, and drinking fountain	9/29/2008	\$10,112.75	15	09/29/2023	\$16,698.50	\$1,113.23
	ACCESSORY	BBQ, Benches, Tables	1/1/1994	\$6,304.35	50	01/01/2044	\$33,548.05	\$670.96
	FENCE	Metal fence in parking area	9/29/2008	\$11,730.00	30	09/29/2038	\$31,982.63	\$1,066.09
	IRRIGATION SYSTEM	Irrigation system replacement	1/1/1975	\$3,349.68	75	01/01/2050	\$41,119.11	\$548.25
	TOT LOT	Play equipment	1/1/1994	\$39,927.54	25	01/01/2019	\$92,105.60	\$3,684.22
<b>Summary for REAMA PARK (5 items)</b>				<b>\$71,424.32</b>			<b>\$215,453.88</b>	<b>\$7,082.76</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park	Facility Type: Park							
SPORTS PARK OPEN SPACE								
	ACCESSORY	New picnic tables	9/29/2008	\$5,367.60	15	09/29/2023	\$8,863.15	\$590.88
	CONCRETE	Permeable concrete and ped ramps at fields A and C	4/11/2003	\$96,795.92	50	04/11/2053	\$515,091.03	\$10,301.82
	FENCE	Batting cages	4/5/2005	\$66,700.00	30	04/05/2035	\$181,862.01	\$6,062.07
	IRRIGATION SYSTEM	Replace irrigation system at sports park	1/1/1978	\$39,298.20	75	01/01/2053	\$482,406.41	\$6,432.09
	PARKING LOT	Alley parking lot	1/1/1978	\$6,826.59	15	01/01/1993	\$22,000.00	\$1,466.67
	PARKING LOT	4th St. Lot	1/1/1978	\$23,210.41	15	01/01/1993	\$74,800.00	\$4,986.67
	TOT LOT	Cost to resurface tot ot with PIP rubber	1/1/1994	\$43,833.94	15	01/01/2009	\$82,737.19	\$5,515.81
	TOT LOT	Playground equipment	1/1/1994	\$41,732.14	25	01/01/2019	\$96,268.48	\$3,850.74
	TRELLIS	Trellis at sports park	6/23/2000	\$9,412.78	30	06/23/2030	\$25,664.57	\$855.49
<b>Summary for SPORTS PARK OPEN SPACE (9 items)</b>				<b>\$333,177.58</b>			<b>\$1,489,692.85</b>	<b>\$40,062.22</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park BALLFIELD A	Facility Type: Park							
	ACCESSORY	Bleachers	2/13/2003	\$3,211.66	30	02/13/2033	\$8,756.81	\$291.89
	ACCESSORY	Benches at Field A	2/13/2003	\$2,408.75	30	02/13/2033	\$6,567.62	\$218.92
	DUGOUT	Dugouts for field A	2/13/2003	\$2,408.75	50	02/13/2053	\$12,817.95	\$256.36
	ELECTRICAL	Lighting for ballfield	5/18/2004	\$78,159.56	75	05/18/2079	\$959,450.37	\$12,792.67
	FENCE	Fencing including backstop and batting cage	2/13/2003	\$60,761.17	30	02/13/2033	\$165,669.40	\$5,522.31
<b>Summary for BALLFIELD A (5 items)</b>				<b>\$146,949.89</b>			<b>\$1,153,262.14</b>	<b>\$19,082.16</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park BALLFIELD B	Facility Type: Park							
	ACCESSORY	Bleachers at B	8/2/2003	\$3,557.91	30	08/02/2033	\$9,700.88	\$323.36
	ELECTRICAL	Lighting for ballfield	5/18/2004	\$78,159.56	75	05/18/2079	\$959,450.37	\$12,792.67
	FENCE	Fencing around field	2/13/2003	\$30,380.58	30	02/13/2033	\$82,834.68	\$2,761.16
<b>Summary for BALLFIELD B (3 items)</b>				<b>\$112,098.05</b>			<b>\$1,051,985.93</b>	<b>\$15,877.19</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park	Facility Type: Park							
BALLFIELD C								
	ACCESSORY	Bleachers	4/11/2003	\$3,211.66	30	04/11/2033	\$8,756.81	\$291.89
	BUILDING	Replace whole building	1/1/2003	\$10,000.00	50	01/01/2053	\$53,214.13	\$1,064.28
	DUGOUT	Dugouts for field C	2/13/2003	\$2,408.75	50	02/13/2053	\$12,817.95	\$256.36
	ELECTRICAL	Lighting for ballfield	5/18/2004	\$78,159.56	75	05/18/2079	\$959,450.37	\$12,792.67
	FENCE	Fencing including backstop	2/13/2003	\$33,756.21	30	02/13/2033	\$92,038.57	\$3,067.95
<b>Summary for BALLFIELD C (5 items)</b>				<b>\$127,536.18</b>			<b>\$1,126,277.82</b>	<b>\$17,473.16</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park BALLFIELD D	Facility Type: Park							
	ACCESSORY	Bleachers	1/1/1978	\$1,392.25	30	01/01/2008	\$4,486.79	\$149.56
	BUILDING	Replace whole building	1/1/2003	\$10,000.00	50	01/01/2053	\$53,214.13	\$1,064.28
	DUGOUT	Dugouts	1/1/1978	\$1,044.19	50	01/01/2028	\$5,556.57	\$111.13
	ELECTRICAL	Lighting for ballfield	5/18/2004	\$78,159.56	75	05/18/2079	\$959,450.37	\$12,792.67
	FENCE	Fences	1/1/1978	\$13,169.91	30	01/01/2008	\$42,442.57	\$1,414.75
<b>Summary for BALLFIELD D (5 items)</b>				<b>\$103,765.91</b>			<b>\$1,065,150.42</b>	<b>\$15,532.40</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park BALLFIELD E	Facility Type: Park							
	ACCESSORY	Bleachers	1/1/1978	\$1,392.25	30	01/01/2008	\$4,486.79	\$149.56
	FENCE	Fences	1/1/1978	\$13,169.91	30	01/01/2008	\$42,442.57	\$1,414.75
<b>Summary for BALLFIELD E (2 items)</b>				<b>\$14,562.16</b>			<b>\$46,929.36</b>	<b>\$1,564.31</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park BALLFIELD F	Facility Type:	Park						
	ACCESSORY	Bleachers	1/1/1978	\$1,392.25	30	01/01/2008	\$4,486.79	\$149.56
	FENCE	Fences	1/1/1978	\$13,169.91	30	01/01/2008	\$42,442.57	\$1,414.75
<b>Summary for BALLFIELD F (2 items)</b>				<b>\$14,562.16</b>			<b>\$46,929.36</b>	<b>\$1,564.31</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Marina Vista Center Senior Center	Facility Type:	Public Facility-401						
	DOORS	Entry door	1/1/1989	\$2,049.51	50	01/01/2039	\$10,906.29	\$218.13
	ELECTRICAL	Indoor lighting according to master plan	1/1/1989	\$1,475.64	75	01/01/2064	\$18,114.27	\$241.52
	FLOORING	Carpet in senior center	1/1/1989	\$1,122.28	25	01/01/2014	\$2,588.90	\$103.56
	HVAC	HVAC at Senior Center	1/1/2008	\$1,852.09	15	01/01/2023	\$3,058.23	\$203.88
	PLUMBING	Bathroom fixtures at senior center	1/1/1989	\$1,925.24	30	01/01/2019	\$5,249.30	\$174.98
	ROOF	Roof at Senior Center	1/1/1989	\$1,260.45	30	01/01/2019	\$3,436.70	\$114.56
	WINDOWS	Exterior Windows	1/1/1989	\$1,416.27	50	01/01/2039	\$7,536.56	\$150.73
<b>Summary for Senior Center (7 items)</b>				<b>\$11,101.48</b>			<b>\$50,890.24</b>	<b>\$1,207.35</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Marina Vista Center Senior Library	Facility Type: Public Facility-401							
	DOORS	Entry doors	1/1/1989	\$1,690.84	50	01/01/2039	\$8,997.66	\$179.95
	ELECTRICAL	Outdoor lighting according to master plan	1/1/1989	\$1,786.14	75	01/01/2064	\$21,925.82	\$292.34
	ELECTRICAL	Indoor lighting according to master plan	1/1/1989	\$1,219.46	75	01/01/2064	\$14,969.52	\$199.59
	FLOORING	Carpet in senior library	1/1/1989	\$1,122.28	25	01/01/2014	\$2,588.90	\$103.56
	HVAC	HVAC replacement	1/1/2010	\$1,980.18	15	01/01/2025	\$3,269.74	\$217.98
	ROOF	Re-roof library	1/1/1989	\$1,260.45	30	01/01/2019	\$3,436.70	\$114.56
	WINDOWS	Exterior windows	1/1/1989	\$2,510.64	50	01/01/2039	\$13,360.15	\$267.20
<b>Summary for Senior Library (7 items)</b>				<b>\$11,569.99</b>			<b>\$68,548.49</b>	<b>\$1,375.19</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Marina Vista Center	Facility Type: Public Facility-401							
	Community Room/Senior Craft Room							
	DOORS	Entry doors	1/1/1970	\$4,465.00	50	01/01/2020	\$23,760.11	\$475.20
	ELECTRICAL	Cost replace all fixtures with energy efficient fixtures. 30% of this is done, however this is good for regular maintenance.	1/1/1970	\$1,327.42	75	01/01/2045	\$16,294.79	\$217.26
	FLOORING	Flooring in whole building	1/1/1970	\$2,393.43	30	01/01/2000	\$10,078.69	\$335.96
	HVAC	HVAC at Marina Vista	12/19/2005	\$1,736.00	15	12/19/2020	\$2,866.54	\$191.10
	PLUMBING	Remodel of restroom including floors, plumbing fixtures, and ada items	6/6/1996	\$31,492.19	30	06/06/2026	\$85,865.56	\$2,862.19
	ROOF	Roof replace for Marina Vista Center	1/1/1970	\$2,304.66	30	01/01/2000	\$9,704.88	\$323.50
	ROOF	Roof repair of shingles over old roof at Marina Vista	6/1/2000	\$2,225.00	25	06/01/2025	\$5,132.67	\$205.31
	WINDOWS	Windows	1/1/1970	\$678.64	50	01/01/2020	\$3,611.32	\$72.23
<b>Summary for Community Room/Senior Craft Room (8 items)</b>				<b>\$46,622.34</b>			<b>\$157,314.56</b>	<b>\$4,682.74</b>

# Facilities Long Range Major Maintenance Plan

Attachment 2

FACILITY NAME	Item Name	Project Description	Date Installed	Cost	Expected Life in Years	Expected Replacement Date	Expected Replacement Cost	Annual Reserves Contribution
Sports Park	Facility Type:	Public Facility-401						
SPORTS PARK REC CENTER								
	CEILING	Ceiling attenuation	9/29/2008	\$41,745.00	30	09/29/2038	\$113,820.54	\$3,794.02
	DOORS	Entry door replacement at Sports Park	1/1/1978	\$678.06	50	01/01/2028	\$3,608.24	\$72.16
	ELECTRICAL	Replace gym lights and interior lights	9/29/2008	\$15,826.00	75	09/29/2083	\$194,272.61	\$2,590.30
	FENCE	Perimeter fence for Sports Park rec center	3/22/2001	\$23,564.00	25	03/22/2026	\$54,357.88	\$2,174.32
	FLOORING	Relace and restripe gym floor	9/29/2008	\$19,558.00	50	09/29/2058	\$104,076.19	\$2,081.52
	FLOORING	Resurface floor in hall, music room, and teen center	9/29/2008	\$9,353.00	50	09/29/2058	\$49,771.17	\$995.42
	HVAC	HVAC replacement: two furnaces, no a/c	1/1/1978	\$1,040.25	15	01/01/1993	\$3,352.41	\$223.49
	PLUMBING	Fixtures for restrooms	1/1/1978	\$2,666.35	30	01/01/2008	\$8,592.84	\$286.43
	ROOF	Re-roof of sports park recreation center	8/3/2001	\$32,578.00	30	08/03/2031	\$88,826.10	\$2,960.87
	ROOF	Re-roof of sports park gym	1/17/2001	\$36,938.00	30	01/17/2031	\$100,713.93	\$3,357.13
	WINDOWS	Replace 7 exterior windows at sports park	4/18/2002	\$7,315.08	50	04/18/2052	\$38,926.56	\$778.53
	WOOD WORK	Wood siding	4/18/2002	\$14,308.92	30	04/18/2032	\$39,014.23	\$1,300.47
<b>Summary for SPORTS PARK REC CENTER (12 items)</b>				<b>\$205,570.66</b>			<b>\$799,332.68</b>	<b>\$20,614.67</b>

## Facilities Long Range Major Maintenance Plan

Attachment 2

Employee Facility-504 Total	\$1,967,261.67	\$8,397,244.89	\$240,752.24
Parks Total	\$2,546,952.16	\$14,106,769.13	\$320,253.08
Public Facility-401 Total	\$274,864.47	\$1,076,085.96	\$27,879.95
Grand Total	\$4,789,078.31	\$23,580,099.99	\$588,885.28

# Facilities Maintenance Needs FY 2014 - FY 2018

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Employee Facility-504	Civic Center	City Hall			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
FLOORING	Estimate to re tile bathrooms in 1994	01/01/2009	\$6,027.00	\$11,376.05	
HVAC	Computer Room A/C - Bryant 602-B	08/19/2012	\$3,861.00	\$5,393.93	
WINDOWS	Original windows at City Hall including council chambers	01/01/2013	\$11,316.33	\$60,218.86	
DOORS	Original build of 4 metal entry doors at City Hall	01/01/2013	\$243.05	\$1,293.37	
FLOORING	New carpet at City Hall	01/01/2015	\$47,327.40	\$109,175.73	
HVAC	nstall four new AC unit at city hall	01/23/2017	\$81,953.43	\$114,491.31	
<b>Summary for City Hall (6 items)</b>			<b>\$150,728.21</b>	<b>\$301,949.25</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Employee Facility-504	Civic Center	CIVIC CENTER - Shared			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
PARKING LOT	Parking lot for civic center	01/01/1978	\$18,785.99	\$99,968.00	
<b>Summary for CIVIC CENTER - Shared (1 detail record)</b>			<b>\$18,785.99</b>	<b>\$99,968.00</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Employee Facility-504	Civic Center	Community Room			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
FLOORING	Flooring for new EOC	01/01/1988	\$888.46	\$4,727.86	
WINDOWS	Replace windows	01/01/2013	\$3,312.10	\$17,625.05	
HVAC	New HVAC at EOC	01/09/2018	\$16,866.57	\$23,563.09	
<b>Summary for Community Room (3 items)</b>			<b>\$21,067.13</b>	<b>\$45,916.00</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Employee Facility-504	Civic Center	Fire Station			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
HVAC	Heating and Air Conditioning	01/20/2014	\$14,300.00	\$23,612.62	
<b>Summary for Fire Station (1 detail record)</b>			<b>\$14,300.00</b>	<b>\$23,612.62</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Employee Facility-504	Public Works	MAINTENANCE BAYS			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
HVAC	Suspended heater in streets	01/01/1986	\$177.05	\$797.11	
HVAC	Suspended heater in Sewer Shop	01/01/1986	\$177.05	\$797.11	
DOORS	Roll up doors for all bays	01/01/2008	\$4,935.67	\$22,221.35	
DOORS	Entry doors	01/01/2018	\$215.45	\$1,146.50	
WINDOWS	Replace windows	01/01/2018	\$258.84	\$1,377.39	
<b>Summary for MAINTENANCE BAYS (5 items)</b>			<b>\$5,764.06</b>	<b>\$26,339.47</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Employee Facility-504	Public Works	Parks & Facilities Shop			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
ROOF	Original Roof	01/01/1998	\$1,931.92	\$8,697.88	
DOORS	Entry doors	01/01/2018	\$285.58	\$1,519.69	
<b>Summary for Parks &amp; Facilities Shop (2 items)</b>			<b>\$2,217.50</b>	<b>\$10,217.57</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Employee Facility-504	Public Works	PUBLIC WORKS ADM OFFICES			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
FLOORING	New tile floor at admin offices and lunch room and public restrooms	01/01/1993	\$14,997.06	\$67,519.66	
PLUMBING	Bathroom fixtures	01/01/1998	\$8,111.76	\$36,520.72	
HVAC	New HVAC in Public Works Admin	03/01/2016	\$3,101.00	\$5,120.47	
ROOF	Roof coating for admin building	04/23/2017	\$14,760.00	\$20,620.15	
WINDOWS	Exterior windows	01/01/2018	\$621.22	\$3,305.77	
DOORS	Entry doors	01/01/2018	\$287.27	\$1,528.68	
<b>Summary for PUBLIC WORKS ADM OFFICES (6 items)</b>			<b>\$41,878.31</b>	<b>\$134,615.45</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Employee Facility-504	Public Works	PUBLIC WORKS YARD			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
PARKING LOT	Re-pave Cal Am Lot	01/01/1983	\$2,189.15	\$9,856.00	
PARKING LOT	Re-pave Public Works Yard	01/01/1983	\$17,083.22	\$76,912.00	
PARKING LOT	Re-pave Admin Parking lot	01/01/1983	\$2,580.08	\$11,616.00	
<b>Summary for PUBLIC WORKS YARD (3 items)</b>			<b>\$21,852.45</b>	<b>\$98,384.00</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Employee Facility-504	Safety Center	SAFETY CENTER			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
FLOORING	Athletic flooring	01/01/2009	\$965.60	\$1,542.00	
<b>Summary for SAFETY CENTER (1 detail record)</b>			<b>\$965.60</b>	<b>\$1,542.00</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Employee Facility-504	Civic Center	Sheriff Station			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
WINDOWS	Exterior windows	01/01/2013	\$3,588.10	\$19,093.76	
PLUMBING	New bathroom fixtures	01/01/2013	\$922.03	\$4,906.50	
DOORS	Entry doors	01/01/2013	\$191.54	\$1,019.26	
HVAC	Rooftop HVAC unit	01/01/2017	\$1,893.77	\$3,127.05	
FLOORING	Carpet and tile flooring	07/15/2017	\$4,785.15	\$7,901.39	
<b>Summary for Sheriff Station (5 items)</b>			<b>\$11,380.59</b>	<b>\$36,047.97</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Park	Sports Park	BALLFIELD D			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
ACCESSORY	Bleachers	01/01/2008	\$1,392.25	\$4,486.79	
FENCE	Fences	01/01/2008	\$13,169.91	\$42,442.57	
<b>Summary for BALLFIELD D (2 items)</b>			<b>\$14,562.16</b>	<b>\$46,929.36</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Park	Sports Park	BALLFIELD E			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
FENCE	Fences	01/01/2008	\$13,169.91	\$42,442.57	
ACCESSORY	Bleachers	01/01/2008	\$1,392.25	\$4,486.79	
<b>Summary for BALLFIELD E (2 items)</b>			<b>\$14,562.16</b>	<b>\$46,929.36</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Park	Sports Park	BALLFIELD F			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
FENCE	Fences	01/01/2008	\$13,169.91	\$42,442.57	
ACCESSORY	Bleachers	01/01/2008	\$1,392.25	\$4,486.79	
<b>Summary for BALLFIELD F (2 items)</b>			<b>\$14,562.16</b>	<b>\$46,929.36</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Park	Sports Park	Ballfield Restrooms-South			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
FENCE	Metal gates at	09/12/2012	\$1,198.00	\$1,673.64	
<b>Summary for Ballfield Restrooms-South (1 detail record)</b>			<b>\$1,198.00</b>	<b>\$1,673.64</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Park	Sports Park	SPORTS PARK OPEN SPACE			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
PARKING LOT	Alley parking lot	01/01/1993	\$6,826.59	\$22,000.00	
PARKING LOT	4th St. Lot	01/01/1993	\$23,210.41	\$74,800.00	
TOT LOT	Cost to resurface tot ot with PIP rubber	01/01/2009	\$43,833.94	\$82,737.19	
<b>Summary for SPORTS PARK OPEN SPACE (3 items)</b>			<b>\$73,870.94</b>	<b>\$179,537.19</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Park	Sports Park	Spts Prk Ext Restroom-North			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
PLUMBING	New fixtures for restroom	01/01/2008	\$2,725.32	\$8,782.87	
<b>Summary for Spts Prk Ext Restroom-North (1 detail record)</b>			<b>\$2,725.32</b>	<b>\$8,782.87</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Park	Veterans Park	Vet Park Ext Restroom			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
FENCE	Metal gates	01/01/1980	\$410.96	\$1,730.54	
MULTIPLE ITE	Roof, walls, doors, etc	01/01/2000	\$13,323.27	\$56,104.02	
PLUMBING	Plumbing	01/01/2000	\$3,688.35	\$15,531.56	
<b>Summary for Vet Park Ext Restroom (3 items)</b>			<b>\$17,422.58</b>	<b>\$73,366.13</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Public Facility-401	Marina Vista Center	Community Room/Senior Craft R			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
FLOORING	Flooring in whole building	01/01/2000	\$2,393.43	\$10,078.69	
ROOF	Roof replace for Marina Vista Center	01/01/2000	\$2,304.66	\$9,704.88	
<b>Summary for Community Room/Senior Craft Room (2 items)</b>			<b>\$4,698.09</b>	<b>\$19,783.56</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Public Facility-401	Marina Vista Center	Senior Center			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
FLOORING	Carpet in senior center	01/01/2014	\$1,122.28	\$2,588.90	
<b>Summary for Senior Center (1 detail record)</b>			<b>\$1,122.28</b>	<b>\$2,588.90</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Public Facility-401	Marina Vista Center	Senior Library			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
FLOORING	Carpet in senior library	01/01/2014	\$1,122.28	\$2,588.90	
<b>Summary for Senior Library (1 detail record)</b>			<b>\$1,122.28</b>	<b>\$2,588.90</b>	

## 5 Year Facilities Needs Assessment

Facility Type	FACILITY NAME	Sub Facility Name			
Public Facility-401	Sports Park	SPORTS PARK REC CENTER			
Item Name	Project Description	Expected Replacement Date	Cost	Expected Replacement Cost	
HVAC	HVAC replacement: two furnaces, no a/c	01/01/1993	\$1,040.25	\$3,352.41	
PLUMBING	Fixtures for restrooms	01/01/2008	\$2,666.35	\$8,592.84	
<b>Summary for SPORTS PARK REC CENTER (2 items)</b>			<b>\$3,706.60</b>	<b>\$11,945.25</b>	
		Employee Facility-504 Total	<b>\$288,939.84</b>	<b>\$778,592.32</b>	
		Parks Total	<b>\$138,903.31</b>	<b>\$404,147.91</b>	
		Public Facility-401 Total	<b>\$10,649.25</b>	<b>\$36,906.60</b>	
		Grand Total	<b>\$438,492.41</b>	<b>\$1,219,646.83</b>	



AGENDA ITEM NO. 6.3

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: JULY 17, 2013

ORIGINATING DEPT.: PUBLIC SAFETY *PS*

SUBJECT: ADOPTION OF RESOLUTION 2013-7360 ENACTING CHANGES IN TIME RESTRICTIONS TO STREET PARKING SPACES ALONG PALM AVENUE, SEACOAST DRIVE AND IMPERIAL BEACH BOULEVARD, INCLUDING STREET SWEEPING.

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**BACKGROUND:**

Public Safety recommended and City Council has adopted, new tools to improve the parking citation management process for Imperial Beach. This included approval to contract with the City of Inglewood for Parking Management Services, the ability to proceed with a contract to collect the large backlog of unpaid parking citations, to purchase handheld equipment to streamline the entry of parking citations, and improving all aspects of parking citation management. The details of the contract have been addressed, and it is in the signature phase at this time. The next phase will be for Inglewood to develop the implementation plan for Imperial Beach, including the grace period for past due citations, and notifying violators of the cutoff period after which collection measures and the associated fees will commence. Additionally, the programming of the handheld parking citation devices will be completed, allowing them to be put into service.

Previously, the City has dealt with parking time limits by either ordinance or resolution. Street ends have been changed via ordinance, while the changes along Palm and Seacoast have been made via resolution. This report will address those changes that can be handled via resolution. Public Safety will return to City Council at a later date for public hearings to address the street ends. There are a total of 92 spaces available for street parking along Seacoast Drive, from Elkwood Avenue to Palm Avenue. Of these, 52 spaces have 72-hour limits, 18 have 2-hour limits, and 22 have 20-minute limits. There are a total of 47 spaces along Palm Avenue from 3<sup>rd</sup> Street to Seacoast Drive, of which 30 have 72-hour limits, and 17 have 2-hour limits. Additionally, there are currently no provisions for clearing parked vehicles to allow for street sweeping along either of these streets in the beach area, with the exception of north Seacoast Drive between Carnation and Palm Avenue.

**DISCUSSION:**

Public Safety held two public input meetings that were attended by almost 200 residents. The input was clear, there was strong opposition to installation of parking meters, or any change to parking along south Seacoast, but there was strong support for greater enforcement. Public Safety also met with the Chamber of Commerce, the Business Improvement District, the Seacoasters, and more recently with the individual businesses that would be most impacted by

the proposed time changes, particularly those businesses that currently have the 20-minute parking that would be expanded to 2-hour parking. The vast majority of the businesses were in favor of the recommendation to go to a 2-hour limit with active enforcement. A couple of businesses preferred to maintain the 20-minute parking in front of their establishment. There is 20-minute parking right around the corner on the east side street that would continue to serve those businesses, and there are no proposed changes to the side streets east of Seacoast Drive. There are also several parking spaces nearby which should mitigate the conversion of the two 20-minute spaces currently located directly in front of these businesses. The City Planner confirmed that this is not a Coastal Commission reviewable project. Finally, the Traffic Committee was convened, and the Traffic Engineer provided his input to these recommendations, and the committee agreed that the recommendations were reasonable, addressed the known issues, and would be acceptable to propose to City Council for enactment.

Public Safety recommends that all of the on-street parking on Palm Avenue, from 3<sup>rd</sup> Street, west to Seacoast Drive, be set to 2-hour parking. This would affect a total of 30 spaces, most of which are located between 2<sup>nd</sup> and 3<sup>rd</sup> Streets. Parking enforcement would be seven days a week, from 7AM to 7PM, including holidays. It is likewise recommended that all street parking on Seacoast Drive, along Palm Avenue, south to Elkwood Street be set to 2-hour parking. This will affect 22 spaces that are currently marked for 20-minute parking, and 52 spaces that are unmarked, 72-hour parking spaces. By establishing a beach area parking plan along Palm and Seacoast, there will be reasonably close parking available, with sufficient turnover to allow business customers a good chance of finding a free parking space in close proximity to businesses in the area. This will also allow the green curbs to be unpainted, thus reducing the cost for the maintenance effort, and create a visitor-friendly parking zone that is more easily understood.

Additionally, it is recommended that parking be restricted for the purpose of street sweeping on Palm Avenue from 5<sup>th</sup> Street to Seacoast Drive, on Seacoast Drive from Palm Avenue to Encanto Avenue, and on Imperial Beach Boulevard between 4<sup>th</sup> Street and Seacoast Drive, with no parking for street sweeping on the first and third Mondays from 6am to 9am for the north and west sides of the streets, and on the second and fourth Mondays for the south and east sides of the streets. This will allow these heavily visited, major thoroughfares to be kept clean for practical and aesthetic purposes. It will also help mitigate potential environmental issues by reducing potential contaminants from entering the storm drain system, and being deposited in the ocean. This street sweeping program already exists for residential streets east of Seacoast Drive.

Past practice for changing the time limits on street ends resulted in parking changes being enacted by ordinance instead of resolution. As City Council is authorized to use either process by state law, one change Public Safety will recommend later, as part of the Public Hearing Process, will be to allow such changes to be made via resolution. This will establish consistency for parking change processes within the City, thereby enabling better responsiveness to parking needs and public priorities. Public Safety is also considering recommending some parking limit changes on all of the street ends, to provide sufficient free and nearby beach parking, and for longer multipurpose trips to the area. This would leave the three paid lots and all of the nearby side streets for those intending on spending a longer time at and around the beach. There will be other recommendations regarding the street ends, mostly related to the allowable hours for parking, to take into consideration the hotel and restaurant which will introduce business hours that exceed the norm in the area. There are also some street sweeping issues, and a request from the surfing community to have an earlier start time

for parking to accommodate morning surfing opportunities. These will be brought forward via the public hearing process for changes to the Ordinance/Resolution to be considered to address these specific parking issues. Public Safety also anticipates bringing forward some more efficient and cost effective alternatives for parking enforcement in the future.

**ENVIRONMENTAL DETERMINATION:**

This is a project as defined by CEQA, but is exempt per CEQA Guidelines Section 15301(c).

**FISCAL IMPACT:**

The cost for this project will be approximately \$6,000 for signage.. The funds will be expended from 101-3020-422-2104 – Contract Services / Technical Services. No budget adjustment is required for this action.

**DEPARTMENT RECOMMENDATION:**

Staff recommends City Council adopt Resolution 2013-7360 enacting changes in time restrictions to street parking spaces along Palm Avenue, Seacoast Drive and Imperial Beach Boulevard, including street sweeping.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7360

**RESOLUTION NO. 2013-7360**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ENACTING CHANGES IN TIME RESTRICTIONS TO STREET PARKING SPACES ALONG PALM AVENUE, SEACOAST DRIVE, AND IMPERIAL BEACH BOULEVARD, INCLUDING STREET SWEEPING.**

**WHEREAS**, the major streets by and near the beach area provide the majority of the parking for recreation and to frequent the local businesses in the area; and

**WHEREAS**, the City Council desires to promote the beach area for recreation and business; and

**WHEREAS**, City staff held two public input meetings with over 200 residents, receiving feedback leading to the proposed parking changes herein; and

**WHEREAS**, current parking restrictions enable most of these parking spaces to be utilized for a minimum of 72 hours the, with remainder having restrictions of either 2 hours or 20 minute parking; and

**WHEREAS**, these streets are the main gateway to the beach area, and because of the proximity to the beach and the crowds, are subject to considerable sand and trash buildup; and

**WHEREAS**, based upon the input from community residents and the City's goal to maintain access to free parking in the beach area, the City desires to establish 2-hour parking along certain locations on Palm Avenue and Seacoast Drive; and

**WHEREAS**, the traffic engineer has deemed that the two hour parking restrictions should be effective between 7am-7pm, 7 days a week and also on holidays, and

**WHEREAS**, the City also desires to restrict parking on certain days on particular streets to allow for street sweeping.

**WHEREAS**, Vehicle Code section 22507 permits the City to prohibit or restrict the stopping, parking or standing of vehicles by resolution or ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach establishes that:

1. The above recitals are true and correct and incorporated herein as though set forth in full.
2. All parking spaces along Palm Avenue, from 3<sup>rd</sup> Street, west to Seacoast Drive, shall be limited to 2-hour parking during the hours between 7am and 7pm, with further parking restrictions allowing for street sweeping as set forth herein.
3. All parking spaces along Seacoast Drive from Palm Avenue, to Elkwood Street, shall be limited to 2-hour parking during the hours between 7am and 7pm, with further parking restrictions allowing for street sweeping as set forth herein.
4. There will be no parking from 6AM to 9AM on the 1<sup>st</sup> & 3<sup>rd</sup> Mondays of each month, on the West side of Seacoast Drive, from Descanso Avenue to Palm Avenue, on the north side of Palm avenue from 5<sup>th</sup> Street to Seacoast Drive, and on the north side of Imperial Beach Boulevard from 4<sup>th</sup> Street to Seacoast Drive.
5. There will be no parking from 6AM to 9AM on the 2<sup>nd</sup> & 4<sup>th</sup> Mondays of each month, on the east side of Seacoast Drive, from Descanso Avenue to Palm Avenue, on the south side of Palm avenue from 5<sup>th</sup> Street to Seacoast Drive, and on the south side of Imperial Beach Boulevard from 4<sup>th</sup> Street to Seacoast Drive.
6. Up to \$6,000 is approved to purchase related signage from account 101-3020-422-2104.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17th day of July 2013, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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





AGENDA ITEM NO. 6.4

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: JULY 17, 2013

ORIGINATING DEPT.: PUBLIC WORKS *Hof*

SUBJECT: RESOLUTION NO. 2013-7363 APPROVING INSTALLATION OF A DEMONSTRATION (TEMPORARY) ROUNDABOUT PROJECT AND APPROPRIATION OF \$10,000 FOR THE DESIGN AND INSTALLATION OF A DEMONSTRATION PROJECT

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**BACKGROUND:**

On September 19, 2012, staff was directed by Council to explore candidate locations for the introduction of a roundabout that would replace the type of intersection control that now exists (i.e. stop signs and traffic signals) or provides further traffic calming effects. To do this, staff and City Traffic Engineer developed a list of elements to consider when evaluating possible locations. These included:

- Facilities should be entirely controlled by the City.
- Consider intersections within an area bounded by Palm Avenue on the north and Imperial Beach Boulevard on the south.
- Consider locations where there may already be all-way stop control and multi-lane approaches.
- Avoid heavily used truck routes or turns for buses.
- Consider facilities that have less than 20,000 vehicles per day of entering traffic.
- Consider physical conditions such as the available width, possible effect upon private property or to other improvements.
- Avoid a grade or drainage issue.
- Avoid locations that have recently received improvements that may need to be removed.
- Consider a roundabout that might be constructed in conjunction with another project.

**DISCUSSION:**

Staff compiled a list of intersections that might have unique characteristics that could benefit from the installation of a roundabout. These intersections were then evaluated relative to list of elements listed above. With a matrix of this information, staff conducted a working session with the city's contract traffic engineer to review possible candidate sites for a roundabout. There were ten possible locations discussed, as shown on the matrix in Attachment 2. Of these 10, five were further analyzed believing they had the most merit for installation of a temporary roundabout. These were:

- 3<sup>rd</sup> Street & Palm Avenue
- 9<sup>th</sup> Street & Imperial Beach Boulevard
- Imperial Beach Boulevard & Connecticut Avenue

- 13<sup>th</sup> Street & Elder Avenue
- 9<sup>th</sup> Street & Donax Avenue

The advantages and disadvantages for the implementation of a roundabout within the short list of intersections are enumerated below:

The intersection of 3<sup>rd</sup> Street & Palm Avenue was determined to be not practical for several reasons. First, the intersection was recently reconstructed as part of two separate street improvement projects. Second, a roundabout here would require the removal and/or replacement of all four corners of the intersection; third, the existing westbound "left-turn pocket" would need to be removed to accommodate the roundabout. Last, there is a possibility that private property might have to be acquired to achieve the roundabout, although that would only become clear with some further study.

The location at 9<sup>th</sup> Street & Imperial Beach Boulevard was rejected due to its close proximity to the fire station, the intersection of two truck routes and bus routes, the recently constructed improvements (intersection pop-outs) needing to be removed and/or replaced, and the expense of removing the existing traffic signal system.

The intersection at Imperial Beach Boulevard & Connecticut Street was rejected due to the reduced visibility at the intersection for safe pedestrian crossing. Also a roundabout at this location would require the removal of existing east and westbound "left turn pockets"; and additionally there is a relatively large imbalance in traffic volumes between Connecticut Street and Imperial Beach Boulevard.

The 13<sup>th</sup> Street & Elder Avenue location does not pose as much of a challenge to implement as the above three intersections. There is sufficient public right-of-way width to accommodate a roundabout. It is entirely controlled by the City; and this intersection is within the 13<sup>th</sup> Street traffic calming/Class 2 bikelane Bicycle Transportation Account (BTA) grant project. The inclusion of a demonstration project as part of the BTA grant project might reduce the cost and disruption related to a demonstration project. A demonstration project here might further reduce the traffic speed in the vicinity of Central Elementary School. This is a posted truck route however which would need to be considered in the design.

The location at 9<sup>th</sup> Street and Donax Avenue has many of the positive attributes noted in the elements listed in the discussion on 13<sup>th</sup> Street & Elder Avenue above. It is presently controlled with an all-way stop configuration. There is sufficient public right-of-way width to accommodate a roundabout, it is entirely controlled by the City, and Donax Avenue has an adequate amount of side street traffic to help balance the flows. Although it was recently reconstructed, there is no need for the removal of any recent improvements other than restriping the streets and tapering the current four lanes on 9<sup>th</sup> Street to two lanes on 9<sup>th</sup> Street.

**ENVIRONMENTAL DETERMINATION:**

This project is exempt per CEQA Guidelines Section 15301, Class 1C, which includes of the operation, repair, maintenance, minor alteration of existing public facilities, which may include streets and similar facilities, involving negligible expansion of use beyond what is existing at the time of determination. A project limited to providing temporary roundabouts in areas with low to moderate traffic volumes within the public right-of-way would fall within this exemption category.

**FISCAL IMPACT:**

There would be several hours of staff time required to perform the study and develop the design with assistance from the City's contract traffic engineer (KOA Corporation). The estimated cost for a demonstration project including the design work by the Traffic Engineer is \$10,000. This would include design, restriping, temporary pedestrian cross walk access ramps, temporary barriers at existing crosswalk access ramps, temporary roundabout signage, temporary roundabout center markings / barriers, etc.

There are sufficient Gas Tax Undesignated Reserve Funds available to cover this temporary installation. Appropriation of \$10,000 gas tax undesignated reserve for this demonstration project is recommended.

Current expenditures for staff and traffic engineer time are approximately \$500.

**DEPARTMENT RECOMMENDATION:**

1. Receive this report.
2. Debate the merits and drawbacks for proceeding with a demonstration (temporary) project.
3. Direct staff to proceed with either 13<sup>th</sup> Street and Elder Avenue intersection or 9<sup>th</sup> Street and Donax Avenue roundabout demonstration project.
4. Adopt Resolution No. 2013-7363 authorizing the expenditure of \$10,000 for the design and installation of a temporary roundabout at a location as directed by City Council.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7363
2. Intersection Matrix

## RESOLUTION NO. 2013-7363

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING INSTALLATION OF A DEMONSTRATION (TEMPORARY) ROUNDABOUT PROJECT AND APPROPRIATION OF \$10,000 FOR THE DESIGN AND INSTALLATION OF A DEMONSTRATION PROJECT**

**WHEREAS**, On September 19, 2012, staff was directed by Council to explore candidate locations for the introduction of a roundabout that would replace the type of intersection control that now exists (i.e. stop signs and traffic signals) or provides further traffic calming effects; and

**WHEREAS**, staff and City Traffic Engineer developed a list of elements to consider when evaluating possible locations. These included:

- Facilities should be entirely controlled by the City.
- Consider intersections within an area bounded by Palm Avenue on the north and Imperial Beach Boulevard on the south.
- Consider locations where there may already be all-way stop control and multi-lane approaches.
- Avoid heavily used truck routes or turns for buses.
- Consider facilities that have less than 20,000 vehicles per day of entering traffic.
- Consider physical conditions such as the available width, possible effect upon private property or to other improvements.
- Avoid a grade or drainage issue.
- Avoid locations that have recently received improvements that may need to be removed.
- Consider a roundabout that might be constructed in conjunction with another project; and

**WHEREAS**, staff compiled a list of intersections that might have unique characteristics that could benefit from the installation of a roundabout; and

**WHEREAS**, there were ten possible locations discussed; and

**WHEREAS**, the advantages and disadvantages for the implementation of a roundabout within the list of intersections were carefully considered to find the most practical location; and

**WHEREAS**, there were two intersection locations that were evaluated as having the most desirable attributes for the installation of a demonstration (temporary) roundabout, those being 13<sup>th</sup> Street at Ebony Avenue and 9<sup>th</sup> Street at Donax Avenue; and

**WHEREAS**, the objective is to install a demonstration (temporary) roundabout at one location in the City as part of this project; and

**WHEREAS**, the estimated cost for a demonstration project including the design work by the Traffic Engineer is \$10,000; and

**WHEREAS**, there are sufficient Gas Tax Undesignated Reserve Funds to cover the cost of this demonstration 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 directed to proceed with the implementation of a demonstration (temporary) roundabout on 13<sup>th</sup> Street at Ebony Avenue;**

**OR**

2. **Staff is directed to proceed with the implementation of a demonstration (temporary) roundabout on 9<sup>th</sup> Street at Donax Avenue.**

3. This legislative body appropriates \$10,000 from Gas Tax Undesignated Reserve Fund for the design and installation of the approved demonstration roundabout.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17th day of July 2013, by the following vote:

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

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

**ATTEST:**

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

## City of IB - Proposed Locations for Roundabouts

## Proposed Criteria

## Intersections

<u>Location</u>	<u>3rd &amp; Palm</u>	<u>9th &amp; Donax</u>	<u>IB &amp; Connecticut</u>	<u>Elm &amp; 4th</u>	<u>Palm &amp; Rainbow</u>	<u>Seacoast &amp; IB</u>	<u>11th &amp; Elm</u>	<u>10th &amp; Donax</u>	<u>13th &amp; Elder</u>	<u>9th &amp; IB</u>
- Inside IB Jurisdiction	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
- Between Palm & IB Bl.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<b><u>Circulation</u></b>										
- Multi-Lane Approach w/Stop	Y	Y	Y	Y	Y (N&S ONLY)	Y	Y	Y (E&W ONLY)	Y (E&W ONLY)	SIGNALIZED
- ADT less than 20,000	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
- No High Opposing Left Turns	N	Y	N	Y	N	N	Y	Y	Y	N
- Truck Route	Y	Y	Y	N	Y	Y	N	N	Y	Y
- Bus have to do 270 deg. Turn	N	N	N	N	Y	Y	N	N	N	Y
<b><u>Pedestrian, School &amp; Bike</u></b>										
- Stop Sign on Bike Route	Y	N	N	N	Y	Y	N	N	N	N
- Near school (crossing guard)	Y (N)	N	Y (Y)	N	N	N	N	N	Y(N)	N
<b><u>Phiscality</u></b>										
- At a Cross Gutter	Y	Y	N	N	N	Y	N	N	Y	Y
- On a grade	Y	Y	N	N	Y	Y	Y	Y	Y	Y
- Affect any existing Structure	N	N	N	N	N	N	N	N	N	N
- Would not deny access to property	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
- Minimal ROW needed	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
- Diagonal Distance Curb-to-curb 80 ft.	>80	>80	>80	>80	>80	>80	>80	>80	>80	>80
<b><u>Other Projects &amp; Rework</u></b>										
- Can do with another project	N	N	Y	Y	N	N	N	Y	Y	N
- Location recently Improved	Y	Y	N	N	Y	Y	Y	N	Y	Y



AGENDA ITEM NO. 6.5

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY BROWN, CITY MANAGER *GN FOR*  
MEETING DATE: JULY 17, 2013  
ORIGINATING DEPT.: PUBLIC SAFETY *rc*  
SUBJECT: ADOPTION OF RESOLUTION 2013-7361 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF CHULA VISTA FOR PROVISION OF ANIMAL CONTROL AND SHELTERING SERVICES FOR THE CITY OF IMPERIAL BEACH

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**BACKGROUND:**

The City of Imperial Beach last contracted with the City of Chula Vista for full-scope animal control and sheltering services in 2010. Since then we have executed two contracts to continue contracting with Chula Vista Animal Control for services in Imperial Beach. The City has received excellent service from Chula Vista, for a reasonable cost, and desires to continue the agreement with minor modifications, already agreed to by Chula Vista City management.

**DISCUSSION:**

Imperial Beach has a very active dog-owner community, who enjoy walking, exercising and playing with their pets in and around the City. The City does have certain restrictions for these activities, and for overall dog behaviors such as barking, aggressiveness, leashing, and locations. Animal Control is the primary responder for all such issues, as well as ensuring humane animal treatment, and the safety of animals and humans when they interact. Currently, Chula Vista Animal Control provides services for only 4 days a week, Tuesday through Friday. This works to some degree, however neither dogs, nor their guardians, limit their activities to those days.

Public Safety is exploring shifting the schedule of the Animal Control Officer to Wednesday through Saturday, especially during the summer and fall months when the weather brings out many pets and their guardians. This contract makes this possible, in conjunction with Chula Vista Animal Control scheduling capacity.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The cost of the contract for Fiscal Year 2014 will be approximately \$212,889, in monthly payments of \$17,290.75 beginning July 1, 2013. This is a slight reduction from the prior year cost of \$220,221. The reduced amount is due to changes in the Imperial Beach stray animal policies aimed at quickly reuniting the pets with their owners prior to placing them in the shelter, thereby reducing the number of pets processed at the Chula Vista Animal Shelter, which is the basis of the calculation for animal control costs. Public Safety is requesting that City Council keep the budget the same for Fiscal Year 2014, which will allow the department to utilize the savings to schedule some overtime coverage on high impact days, such as the 4<sup>th</sup> of July, Memorial Day, Labor Day and other high volume days when additional coverage is needed but there are no special events scheduled that might provide funding for weekend or high volume days. There is no fiscal impact associated with this action. The Fiscal Year 2014 costs associated with this agreement are currently accounted for in the adopted Fiscal Year 2014 budget, and Fiscal Year 2015 costs are anticipated to be within budget during Fiscal Year 2015.

**DEPARTMENT RECOMMENDATION:**

Staff recommends City Council adopt resolution 2013-7361 authorizing the City Manager to enter into an agreement with the City of Chula Vista for provision of Animal Control and Sheltering services in the City of Imperial Beach.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7361
2. Agreement Between City of Chula Vista and City of Imperial Beach Providing Animal Care and Animal Control Services

**RESOLUTION NO. 2013-7361**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF CHULA VISTA FOR PROVISION OF ANIMAL CONTROL AND SHELTERING SERVICES TO IMPERIAL BEACH.**

**WHEREAS**, the City of Chula Vista has provided full-scope animal control and sheltering services to the City of Imperial Beach since 2010; and

**WHEREAS**, the City of Imperial Beach is satisfied with the services provided by Chula Vista Animal Control; and

**WHEREAS**, both of the Cities desire to continue the arrangement, and have agreed on terms as prescribed in the proposed agreement

**WHEREAS**, the City Council waives any applicable bid requirements pursuant to Imperial Beach Municipal Code section 3.04.160 G.

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

1. The foregoing recitals are true and correct, and incorporated herein as though set forth in full.
2. The City Manager is authorized to enter into a three (3) year agreement, with the option to extend the Agreement for two (2) additional one (1) year terms, per the other terms of the contract.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17th day of July 2013, by the following vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>	<b>SPRIGGS, BILBRAY, PATTON, BRAGG, JANNEY</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>	<b>NONE</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>	<b>NONE</b>

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

**ATTEST:**

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

**AGREEMENT BETWEEN CITY OF CHULA VISTA AND  
CITY OF IMPERIAL BEACH  
PROVIDING ANIMAL CARE AND ANIMAL CONTROL SERVICES**

This agreement ("Agreement"), dated \_\_\_\_ July 1 \_\_\_\_\_, 2013\_\_ for reference purposes only, and effective as of the date last executed is between the City of Chula Vista, ("City"), a chartered municipal corporation of the State of California, and the City of Imperial Beach ("Imperial Beach"), a municipal corporation of the State of California. The City of Imperial Beach may be referred to herein individually as "Party" and the City of Chula Vista and the City of Imperial Beach may be referred to herein collectively as "Parties." This Agreement is made with reference to the following facts:

**RECITALS**

**WHEREAS**, City owns and operates an animal care facility, located at 130 Beyer Way, Chula Vista, California and provides a full range of animal control services to the citizens of Chula Vista; and,

**WHEREAS**, Imperial Beach desires to enter into an agreement with City, whereby City will provide animal shelter and animal control services for the impounding, adoption, redemption, and the care and disposition of dogs, cats, and other small animals; and

**WHEREAS**, City has the authority to enter into contracts with other agencies to provide such services.

**NOW, THEREFORE**, in consideration of their mutual promises, and other good and valuable consideration, the Parties hereto do hereby agree as follows:

**ARTICLE I. TERM**

1.1 **Term.** This Agreement shall be for three (3) year term commencing on the date of execution of this Agreement

(A) *Options to Extend.* Parties may extend the Agreement for two (2) additional one (1) year terms.

(B) *Notice.* Imperial Beach shall provide written notice to City at least sixty (60) calendar days, but no more than ninety (90) calendar days, prior to the expiration of the term of this Agreement expressing its intent to exercise an option to extend this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

2.1 **General Services.** City shall provide general animal control, shelter, and related administrative services to the residents of Imperial Beach to the extent and in the

manner set forth herein.

(A) *Field Services.* City shall provide the "Field Services" in the type and manner provided for below.

(1) **Officer.** City shall provide a uniformed Animal Control Officer ("Officer") to patrol Imperial Beach in the manner and to the extent that City deems appropriate, unless a specific request is made by Imperial Beach, in which case such request shall be a priority.

(a) **Hours.** The Officer shall conduct patrols four (4) days per week, Tuesday through Friday, not to exceed 32 hours per week. Hours of operation: 9:00am-5:30pm

(b) **Hours.** Should Imperial Beach desire to extend the City's patrol days to five (5) days per week, Monday through Friday, or Tuesday through Saturday whichever is mutually agreed upon. Not to exceed 40 hours per week (Hours of operation 9:00am-5:30pm), during the term of this contract, Imperial Beach will notify the City in writing, thirty (30) days beforehand, to request said increase. The City must consent to the increase and Imperial Beach agrees to reimburse the City for any associated staffing costs related to the increased dates/hours. The City will prepare a written amendment to this contract for the increased dates/hours and for the reimbursement amount located at 4.1(A).

(i) **Overtime Hours.** City will respond to the best of its ability to reported emergencies occurring prior to or after the patrol hours identified above in Section 2.1(A)(1)(a). Imperial Beach shall pay for any and all costs associated with such emergency responses in the manner set forth in Section 4.1(A)(2).

(2) **Type of Services.** Except as provided in Article III, Field Services shall include emergency transportation of injured or sick animals, the issuance of citations for violations of state and local laws and ordinances, impounding of strays, investigation of biting incidents, vicious or dangerous animals complaints, trapping of animals, investigating humane complaints, investigating barking dog or animal noise complaints, picking up dead animals, and educating the public about pet responsibility.

(3) **Responses to Requests for Service.** All requests for service will be handled in a reasonable time and manner and based on the priority system set forth below (see Priority Response Chart and Guidelines).

(a) Priority Response Chart.

Type of Service	In Progress	Not in Progress
Dangerous Animal Threatening Human	1	3
Possible Rabid/Biter Animal at Large	1	3
Major Injury to Animal	1	3
Cruelty to Animal	1	3
Animal Inside Vehicle	1	3
Fighting Animals	1	3
Dog Harassing Livestock	1	3
Sick or Minor Injury to Animal	2	3
Animal Welfare Investigation	2	3
Quarantine Biter Animal	3	N/A
Confined Stay Animal	3	N/A
Field Relinquished Animal	3	N/A
Dog Running at Large	3*	4*
Wild Life	N/A	N/A

(b) Priority Level Response Guidelines

Level 1 First priority, Officer will respond ASAP

Level 2 Second priority, Officer will make every effort to respond within 12 hours of receipt

Level 3 Third priority, Officer will make every effort to respond within 24 hours of receipt

Level 4 Fourth priority, Officer will make every effort to respond within 72 hours of receipt

\*During normal business hours an Officer will respond ASAP

(4) **Additional Field Services.** City shall conduct the following additional field services as requested.

(a) **Special Enforcement.** City will conduct special enforcement animal control patrols as needed or as requested by Imperial Beach, provided there are no conflicts with the City's needs. This will include special animal control patrol hours, sweeps and enforcement. All overtime costs for special enforcement patrols will be paid in the amount and manner set forth by Section 4.1(A)(2).

(b) **Special Events.** City will provide Animal Control personnel for scheduled special events as requested, provided there are no conflicts with City's needs. These events will be performed on an overtime full recovery basis and all overtime full recovery costs for

special events will be paid by Imperial Beach. The overtime full recovery rate is \$86.99 per hour.

- (5) **Livestock.** Livestock will be removed under contract with a separate agency chosen by the City Animal Care Facility. The contracting agency will be capable of removing livestock and will provide its own equipment and personnel. Actual trailering, board and other fees related to livestock will be paid by Imperial Beach.
- (B) *Shelter Services.* City shall provide the shelter services to the residents of Imperial Beach in the manner and type described below:
- (1) **Shelter Location.** Shelter Services shall be provided at the facility located in the City of Chula Vista at 130 Beyer Way.
  - (2) **Hours of Operation.** The facility hours are currently 10:00am to 5:00pm, Tuesday through Friday, and 10:00am to 4:00pm on Saturday. The facility will be closed on Sunday, Monday, and all major holidays.
    - (a) **Changes in Hours of Operation.** City shall notify Imperial Beach of changes to facility hours in advance of such changes.
  - (3) **Types of Services.**
    - (a) **Strays.** City shall accept strays at no charge to the Imperial Beach residents.
    - (b) **Relinquishing Animals.** Imperial Beach residents may relinquish owned animals to the facility for euthanasia or adoption as space allows.
    - (c) **Redeeming Animals.** Imperial Beach residents may redeem animals from the facility.
    - (d) **Holding.** City agrees to hold all dogs and cats for the minimum holding period required by the California Food and Agricultural Code and other applicable state law. As per applicable state code sections, animals with communicable diseases and severe injuries or illness may be euthanized prior to the expiration of the normal holding period. Veterinary medical care will be provided as needed for all impounded animals for the duration of their hold period as needed. City will attempt to notify owners of identified animals that their animal is in the custody of the City Animal Care Facility and advise them of the holding period. Imperial Beach shall relinquish to City for disposition in accordance with all applicable laws, policies or procedures as deemed appropriate by the City Animal Care

Facility Administrator all animals held in the animal care facility and not claimed or adopted. Upon payment of all appropriate fees, City will release to the legal owner, any impounded domestic animal. City will have discretion without recourse to Imperial Beach to release animals under special circumstances regardless of payment of fees.

- (i) No Medical Research. City will not sell or give any live or dead animal to a medical research facility at any time or from any jurisdiction.
  - (e) Spaying and Neutering. City will ensure all dogs, cats and rabbits adopted from the shelter are spayed or neutered at the time of adoption. Additionally, the City Animal Care Facility will provide the public with low-cost spay/neuter information and assistance. City will contract for up to four cat spay/neuter clinics annually to be held in Imperial Beach with priority given to Imperial Beach residents. The fee per clinic is listed in Section 4.1(C).
  - (f) Administrative Hearings. City will conduct all impound and administrative hearings as required by law, including Imperial Beach's Municipal Code. Imperial Beach will provide a hearing officer if City is unable to provide one due to conflicts of interest or prejudice or if the Imperial Beach Municipal Code specifies the hearing officer will be an officer from Imperial Beach. The fees per Hearing are listed in Section 4.1(D).
  - (g) Maintenance of Facility. City shall maintain its facility in a humane manner and shall keep its facility in a sanitary condition at all times. All services furnished by City shall be provided in accordance with local laws and the laws of the State of California. City shall use humane methods in the care, euthanizing, and disposition of any animal coming under its jurisdiction.
- (C) *Administrative Services.* City shall provide the following administrative services.
- (1) **Meetings.** City will provide a representative to attend any Imperial Beach meetings that involve animal control issues upon request and with reasonable notice.
  - (2) **Meet and Confer.** A City representative will meet and confer in good faith with an Imperial Beach administrator over operational issues associated with the administration of this Agreement.

- (3) **Reports.** City will provide monthly reports to Imperial Beach. These reports will include the number of impounds, redemptions, euthanizations, service responses, and adoptions.
- (4) **Notification.** City shall establish a notification policy for its officers with the assistance of Imperial Beach officials. The policy shall identify the types of incidents for which City Animal Control will be required to notify designated Imperial Beach officials. Notification shall include the nature, circumstances, and status of the incident. City will also provide, if requested, copies of all supporting documents and information involving the incident. Imperial Beach will provide a list of its designated city officials to City and the recommended methods to contact the designated individuals.
- (5) **Testimony.** When requested by Imperial Beach, and at no additional cost, City shall make its employees and/or other percipient witness under its control, available for any challenge stemming from the services provided herein (including but not limited to Municipal Code citations) as needed to testify in a court of law, administrative or other proceeding. This duty shall survive the termination of this Agreement.

### ARTICLE III. EXCLUDED SERVICES

3.1 **Excluded Services.** The following services are not included in the Scope of Services covered under this Agreement

- (A) *Indigenous Animals.* City will not trap skunks, opossums or other indigenous small animals for the purpose of nuisance control. Wildlife will only be handled for purposes of public safety or for humane reasons. Cats, feral or tame, will only be trapped when a bite has occurred or to protect the public health or safety. Cats in traps will be removed from the National Estuarine Research Reserve bird sanctuary at Imperial Beach's request when staffing is available. Cat traps will be provided and monitored by Imperial Beach. City will remove only trapped cats. Only dangerous snakes will be removed from private property.
- (B) *Dead and Injured Animals.* Dead animals on private property are the responsibility of the property owner. Sick or injured animals are the responsibility of the animal owner.

### ARTICLE IV. IMPERIAL BEACH OBLIGATIONS

4.1 **Payment.** Imperial Beach shall pay the City the following in the amount and manner set forth herein.

- (A) **Monthly Payments.** Commencing on July 1, 2013 Imperial Beach agrees to pay City \$17,740.75 per month for FY 2013/2014 (July 1, 2013- June 30, 2014).
- (1) **Invoices and Payment Date.** The City Finance Office shall submit the billing to Imperial Beach on or before the 10th day of the month following the billing period and that amount shall be due and payable within thirty (30) calendar days of the invoice date.
  - (2) **Overtime for Animal Control Officers.** Overtime costs for Animal Control Officers accrued in response to reported emergencies occurring prior to or after regular patrol hours or for additional Field Services identified in Section 2.1(A)(4) will be billed on a monthly basis in addition to the regular billing identified in section 4.1 (A). The overtime rate is \$72.91 per hour with a minimum of two hours of overtime plus a call back rate of \$50 per response.
  - (3) **Redemption Fees.** Monthly payments shall be reduced by any Redemption Fees collected under this agreement.
  - (4) **Late Payments.** A penalty of five percent (5%) will be assessed on late payments. Additionally, a one and one half (1½%) finance charge per month will be assessed on the original delinquent amount.
- (B) **Pricing of Contract Extensions.** Pricing for contract extensions for each subsequent fiscal year shall be based on actual Animal Intakes from the preceding calendar year, and the estimated cost for Animal Control Services four (4) days per week.
- (1) No later than March 1 each year, the City will notify Imperial Beach of the actual Animal Intakes for the preceding calendar year, and the proposed contract pricing for the upcoming fiscal year.
  - (2) If Imperial Beach desires to execute an option to extend, it shall notify City in writing no later than May 1 of each year that it accepts the proposed contract pricing for the upcoming fiscal year and, thereby, executes an option to extend the contract for a one (1) year term.
- (C) **Cat and Dog Spay/Neuter Clinics.** Imperial Beach will pay \$1,500 per clinic up to 4 clinics per year.
- (D) **Administrative Hearings.** Imperial Beach will pay \$500 per hearing if City provides the Hearing Officer and \$300 per hearing if Imperial Beach provides the Hearing Officer.

(E) Cat Trap Cage. The deposit fee for use of a Trap Cage by Imperial Beach staff and/or residents is \$60 which will be refunded upon return of the Trap Cage in good condition to City. If trap is not returned in good condition, Imperial Beach agrees to reimburse the City for the replacement of such.

4.2 **Vehicles and Supplies:** Imperial Beach shall provide a vehicle and supplies shall be provided by the City when responding to an On Call.

4.3 **Support Services.**

(A) *Provision of Data.* Imperial Beach shall provide City with a current listing of all animal licenses issued, including permits or licenses for dogs, cats, dangerous dogs or animals, exotic animals, kennels, pet shops, ranches or farms, dog shows, obedience trials and circuses.

(B) *Notice of Scheduled Meetings.* Imperial Beach shall notify City at least 72 hours in advance of any animal-related issues, which are anticipated to be scheduled on an agenda for the City Council or any legislative or administrative body of Imperial Beach when City employees will be required to appear.

(C) *Police Services.* Imperial Beach shall provide all police services necessary to carry out its duties including police backup upon request of a City Animal Control Officer.

(D) *Weapons.* Imperial Beach shall permit City Animal Control Officers to carry and use tasers and tranquilizer guns within the Imperial Beach city limits while on duty in their animal control uniform

(E) *Legal Representation.* Imperial Beach will provide legal representation in cases of public nuisance, dangerous and potentially dangerous animal cases, and for lawsuits, claims, or litigation pertaining to these cases.

## ARTICLE V. FEES

5.1 **Fees Charged Imperial Beach Residents.** Imperial Beach residents shall be required to pay fees for certain services provided for Animal Care and Control.

(A) *Relinquishment and Redemption.* Fees will be charged in accordance with City's master fee schedule unless otherwise agreed to separately with Imperial Beach.

5.2 **Fee Updates.** On occasion, City may be required to update fees to account for increased costs. As new fees are adopted, for the purpose of this Agreement,

such fees shall replace those currently in effect. Imperial Beach will be consulted prior to any fee increase affecting the Imperial Beach residents.

## ARTICLE VI. INDEMNITY

- 6.1 **Imperial Beach to Indemnify.** Imperial Beach shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, agents, and volunteers, from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons in any manner arising out of, related to, or in connection with the destruction of any animal delivered to and accepted by the Animal Care Facility. In addition, this indemnity provision shall cover any alleged acts, omissions, negligence, or willful misconduct of Imperial Beach, its officials, officers, employees, agents, and volunteers. This indemnity provision, however, does not include any claims, damages, liability, costs and expenses (including without limitations, attorneys fees) arising from the sole negligence or sole willful misconduct of the City, its officers, employees, agents, and volunteers.
- 6.2 **City Duty to Indemnify.** City shall indemnify and hold Imperial Beach, its elected officials, employees, officers, agents and representatives harmless for any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the City, or its employees, agents, and officers, arising out of any services performed under this Agreement. City's duty to defend and indemnify shall not extend to any claims or liabilities arising from the sole negligence or sole willful misconduct of Imperial Beach, its agents, officers or employees.
- 6.3 **Costs of Defense and Award.** Included in the obligations in Sections 6.1 and 6.2, above, is the Indemnitor's obligation to defend, at Indemnitor's own cost, expense and risk, any and all aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnitee, its directors, officials, officers, employees, agents and/or volunteers. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitee, its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expense and cost incurred by each of them in connection therewith.
- 6.4 **Insurance Proceeds.** Indemnitor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitee, its directors, officials, officers, employees, agents, and/or volunteers.
- 6.5 **Enforcement Costs.** Indemnitor shall pay any and all costs Indemnitee incurs enforcing the indemnity and defense provisions set forth in Article VI.
- 6.6 **Survival.** Indemnitor's obligations under Article VI shall survive the termination of this Agreement.

## ARTICLE VII. FORCE MAJEURE

- 7.1 **Definition.** An Event of Force Majeure means an occurrence beyond the control and without the fault or negligence of a Party, including but not limited to unusually severe weather, flood, earthquake, fire, lightning, and other natural catastrophes, acts of God or the public enemy, war, terrorist act, riot, insurrection, civil disturbance or disobedience, strike, labor dispute, road impediments, expropriation or confiscation of facilities, changes of applicable law, or sabotage of facilities, so long as such Party makes good faith and reasonable efforts to remedy the delays or failures in performance caused thereby.
- 7.2 **Force Majeure.** City shall be excused for any delay or failure to perform its duties and obligations under this Agreement to the extent that such failure or delay is caused by an Event of Force Majeure as set forth in section 7.1. Delay or failure in performance by a Party which is the result of an Event of Force Majeure set forth in section 7.1 shall be deemed excused for a period no longer than the delay or failure in performance caused by such Event.
- 7.3 **Notice.** City shall give written notice to Imperial Beach as soon after becoming aware of the delay or failure in performance caused by an Event of Force Majeure as is reasonably possible, but in any event within five (5) working days after City becomes aware of such delay or failure.
- 7.4 **No Adjustments.** No Event of Force Majeure shall be a basis for monetary adjustment to amounts payable under this Agreement.

## ARTICLE VIII. TERMINATION OF AGREEMENT

- 8.1 **Termination for Convenience.** Either Party may terminate this Agreement at any time and for any reason, by giving specific written notice of such termination and specifying the effective date thereof at least ninety (90) days before the effective date of such termination. If the Agreement is terminated by Imperial Beach as provided for in this paragraph, City shall be entitled to receive just and equitable compensation for all services performed prior to the effective date of such termination.
- 8.2 **Termination for Cause.** If, through any cause, either party shall substantially fail to fulfill in a timely and proper manner any obligation under this Agreement, or violate any of its covenants, agreements or conditions, the Party not in breach shall have the right to terminate this Agreement by giving written notification of such termination and specifying the effective date thereof at least five (5) days before termination. If the Agreement is terminated by Imperial Beach as provided for in this paragraph, City shall be entitled to receive just and equitable compensation for all services performed prior to the effective date of such termination.

## ARTICLE IX. NOTICES

- 9.1 **Method of Notification.** All notices and demands shall be given in writing by personal delivery or first-class mail, postage prepaid, addressed to the Administrator, or his/her designee, designated below for the respective party.
- 9.2 **Designation and Contact Information.** The following, including their respective addresses, are hereby designated as Administrators for the purposes of this Agreement only:
- (A) City of Chula Vista  
Deputy City Manager, and/or his/her designee  
276 Fourth Avenue  
Chula Vista, CA 91910
  - (B) City Imperial Beach  
City Manager, and his/her designee  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932
- 9.3 **Changes.** If the Administrator, designee or address of either party changes, notice of the change shall be sent to the other party. After the receipt of the notice of change, all future notices or demands shall be sent as required by the notice of change.

## ARTICLE X. MISCELLANEOUS PROVISIONS

- 10.1 **Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.
- 10.2 **Gender & Number.** Whenever the context requires, the use herein of (i) the neuter gender includes the masculine and the feminine genders and (ii) the singular number includes the plural number.
- 10.3 **Reference to Paragraphs.** Each reference in this Agreement to a section refers, unless otherwise stated, to a section this Agreement.
- 10.4 **Incorporation of Recitals and Exhibits.** All recitals herein and exhibits attached hereto are incorporated into this Agreement and are made a part hereof.
- 10.5 **Covenants and Conditions.** All provisions of this Agreement expressed as either covenants or conditions on the part of the City or Imperial Beach shall be deemed to be both covenants and conditions.
- 10.6 **Integration.** This Agreement and any exhibits or references incorporated into this Agreement fully express all understandings of the Parties concerning the

matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

- 10.7 **Severability.** In the event that any phrase, clause, paragraph, section or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining portions of this Agreement shall not be affected and shall remain in force and effect to the fullest extent permitted by law.
- 10.8 **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.
- 10.9 **Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and any exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.
- 10.10 **Compliance With Law.** The parties shall, at their sole cost and expense, comply with all the requirements of municipal, state, and federal authorities now in effect or which may hereafter be in effect related to this Agreement.
- 10.11 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. This Agreement shall be deemed made and entered into in San Diego County, California.
- 10.12 **Administrative Claims Requirements and Procedures.** No suit or arbitration shall be brought arising out of this agreement, against the City unless a claim has first been presented in writing and filed with the City and acted upon by the City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such

policies and procedures used by the City in the implementation of same. Upon request by City, Imperial Beach shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement

- 10.13 **Fees.** In the event any action or proceeding shall be instituted in connection with this Agreement, including without limitation the enforcement of any indemnification obligation contained herein, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' fees and costs incurred in bringing or defending such action or proceeding and/or enforcing any judgment granted.
- 10.14 **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.
- 10.15 **Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.
- 10.16 **Assignment.** Imperial Beach shall not assign this Agreement or any right or privilege hereunder to any Party without the express written consent of the City. Consent to an assignment by the City shall not be deemed to be consent to any subsequent assignment. Any such assignment without such consent shall be void.
- 10.17 **No Waiver.** No failure of either Party to insist upon the strict performance by the other Party of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any default hereunder shall be implied from any omission to take any action on account of such default. The consent or approval to or of any act requiring consent or approval shall not be deemed to waive or render unnecessary future consent or approval for any subsequent similar acts. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 10.18 **Additional Rights.** No rights other than those specifically identified herein shall be implied from this Agreement.
- 10.19 **Cumulative Remedies.** All rights, options, and remedies of City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and City shall have the right to pursue any one or

all of such remedies or to seek damages or specific performance in the event of any breach of the terms hereof or to pursue any other remedy or relief which may be provided by law or equity, whether or not stated in this Agreement.

10.20 **Independent Contractor.** Unless otherwise stated in this Agreement, all persons employed in the performance of services and functions for Imperial Beach under this Agreement shall be City employees, agents, or contractors thereof. No Imperial Beach employee shall perform services or functions that City is obligated to provide under this Agreement. All City employees who are employed by City to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to City employees and shall not be entitled, as a result of providing services pursuant to this Agreement, to any additional rights and privileges given to Imperial Beach employees. Imperial Beach shall not be liable for the direct payment of any salaries, wages, or the compensation to City personnel, agents, or contractors performing services pursuant to this Agreement, or any liability other than that provided for in this Agreement. Unless specified otherwise, Imperial Beach shall not be liable for compensation or indemnity to any City employee, agent, or contractor for injury or sickness or any other claims arising out of his or her employment. City is an independent contractor, and no agency relationship, either expressed or implied, is created by the execution of this Agreement.

10.21 **Good Faith.** The Parties promise to use their best efforts to satisfy all conditions to this Agreement and to take all further steps and execute all further documents reasonably necessary to put this Agreement into effect. Both Parties agree to meet and confer in good faith with City's Animal Care Facility Administrator regarding operational matters upon request.

10.22 **Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

[Signature Page Follows]

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**SIGNATURE PAGE TO  
AGREEMENT BETWEEN CITY OF CHULA VISTA AND  
CITY OF IMPERIAL BEACH  
PROVIDING ANIMAL CARE AND ANIMAL CONTROL SERVICES**

**CITY OF CHULA VISTA**

Date:

Approved as to form:

\_\_\_\_\_  
Glen Googins  
City Attorney

\_\_\_\_\_  
Cheryl Cox  
Mayor

Attest:

\_\_\_\_\_  
Donna Norris  
City Clerk

**CITY OF IMPERIAL BEACH**

Date:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk





**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GARY BROWN, CITY MANAGER *GB*  
**MEETING DATE:** JULY 17, 2013  
**ORIGINATING DEPT.:** PUBLIC WORKS *HW*  
**SUBJECT:** ELM AVENUE (SEACOAST DRIVE TO 7<sup>TH</sup> STREET) REPAIRS PLAN

**BACKGROUND:**

On January 23, 2013, City Council was presented the Pavement Management Plan / Report prepared by the City Engineer, Carmen Kasner, Atkins North America, Inc. The report presented the following table of streets as needing immediate or near term repairs.

Priority	Street	From/To	Repair type	Repair cost
1	Palm Avenue	3 <sup>rd</sup> St. to S.R. 75	Grind & Overlay	\$ 1,245,935.93
2	12 <sup>th</sup> Street	Oneonta Ave to Holly Avenue	Grind & Overlay	\$ 63,428.63
3	Granger Avenue	Grove Ave. to Imperial Beach Blvd.	Grind & Overlay	\$ 270,116.93
4	Imperial Beach Blvd.	8 <sup>th</sup> St. to 9 <sup>th</sup> St.	Grind & Overlay south lane, east bound	\$ 32,855.31
5	Iris Avenue	Alley to Connecticut St.	Grind & Overlay	\$ 288,556.45
6	Ebony Avenue	Ocean Ln to 2 <sup>nd</sup> Street	Grind & Overlay	\$ 168,332.78
7	Elm Avenue	2 <sup>nd</sup> St. to Seacoast Dr.	Grind & Overlay	\$ 141,383.78
8	Elm Avenue	4 <sup>th</sup> St. to Connecticut St.	Grind & Overlay	\$ 483,827.50
9	Oneonta Avenue	10 <sup>th</sup> Street to Adelfa Court	Grind & Overlay	\$ 267,198.75
10	Grove Avenue	California St. to 5 <sup>th</sup> Street	Grind & Overlay	\$ 88,338.90

As of July 17, 2013, the following priority items have been repaired or the drawings are nearing completion and ready for advertisement for bids:

Priority	Street	From/To	Repair type	Repair Status
1	Palm Avenue	3 <sup>rd</sup> St. to S.R. 75	Grind & Overlay	complete
2	12 <sup>th</sup> Street	Oneonta Ave to Holly Avenue	Grind & Overlay	In design
3	Granger Avenue	Grove Ave. to Imperial Beach Blvd.	Grind & Overlay	In design

9	Oneonta Avenue	10 <sup>th</sup> Street to Adelfa Court	Grind & Overlay	In design
10	Grove Avenue	California St. to 5 <sup>th</sup> Street	Grind & Overlay	In design

Of the remaining priority streets, Elm Avenue (Seacoast to 7<sup>th</sup> Street) – priority 7 and priority 8 - are the next street project City staff recommends to be scheduled for repair and overlay.

**DISCUSSION:**

The recently completed two year study – Lets Move Together - funded by the Environmental Justice Grant and managed by WalkSanDiego - was presented to City Council on January 30, 2013. The Study identified a potential for improved pedestrian, bicycle and vehicle accommodation on Elm Avenue adjacent to Mar Vista High School, Imperial Beach Charter School and South Bay Union School District headquarters. The Elm Avenue section between 4<sup>th</sup> Street and 7<sup>th</sup> Street is heavily congested and a conflicted environment during student/parent arrival and departure times as well as special school events or activities. Given that this section of Elm Avenue is scheduled to be repaired and upgraded to current roadway standards in the next year or two, this is the best time to evaluate improvements for mutual pedestrian, bicycle and vehicle accommodations. Thus staff intends to investigate the potential for better mutual use by pedestrians, bicycles and vehicles by engaging the neighboring residents and the adjacent schools.

Staff has contracted with WalkSanDiego and the City Engineer to work with the City to engage the neighboring residents and school officials through three community meetings to see what if anything the interested parties find as a problem and then to work with the City in identifying potential improvements. The community meetings are currently scheduled as follows:

- Tuesday, July 23, 2013; 6:00 p.m. to 8:00 p.m.
- Tuesday, August 13, 2013; 6:00 p.m. to 8:00 p.m.
- Tuesday, August 27, 2013; 6:00 p.m. to 8:00 p.m.

The first meeting would be to brief the idea to the residents and schools and get their feedback on issues and problems they see; And to show them some of the current thinking on engineering solutions for the joint use of the right-of-way by pedestrians, bicycles, and vehicles.

The second meeting would be to come back and report what we believe we heard from the community/schools, and show them what those solutions might look like on Elm Avenue. We would seek the community's reaction and feedback.

The third meeting would be to come back and present a final or near final scope of work from which we would complete the design and commence a search for grant support to help fund the project. The City will have substantial funds for a large part of the project, but special accommodations designed into the project may need grant support.

This report is presented to advise City Council of staff's plan for preparing Elm Avenue improvements and to provide a discussion opportunity regarding this approach for Elm Avenue improvements.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

WalkSanDiego Agreement	\$5,000 funded from TRANSNET
City Engineer - On Call	\$2,500 estimate (concept drawings)
Supplies and Materials	\$2,500 estimate (traffic counters, announcements)

TOTAL COSTS                      \$10,000 funded from TRANSNET

**DEPARTMENT RECOMMENDATION:**

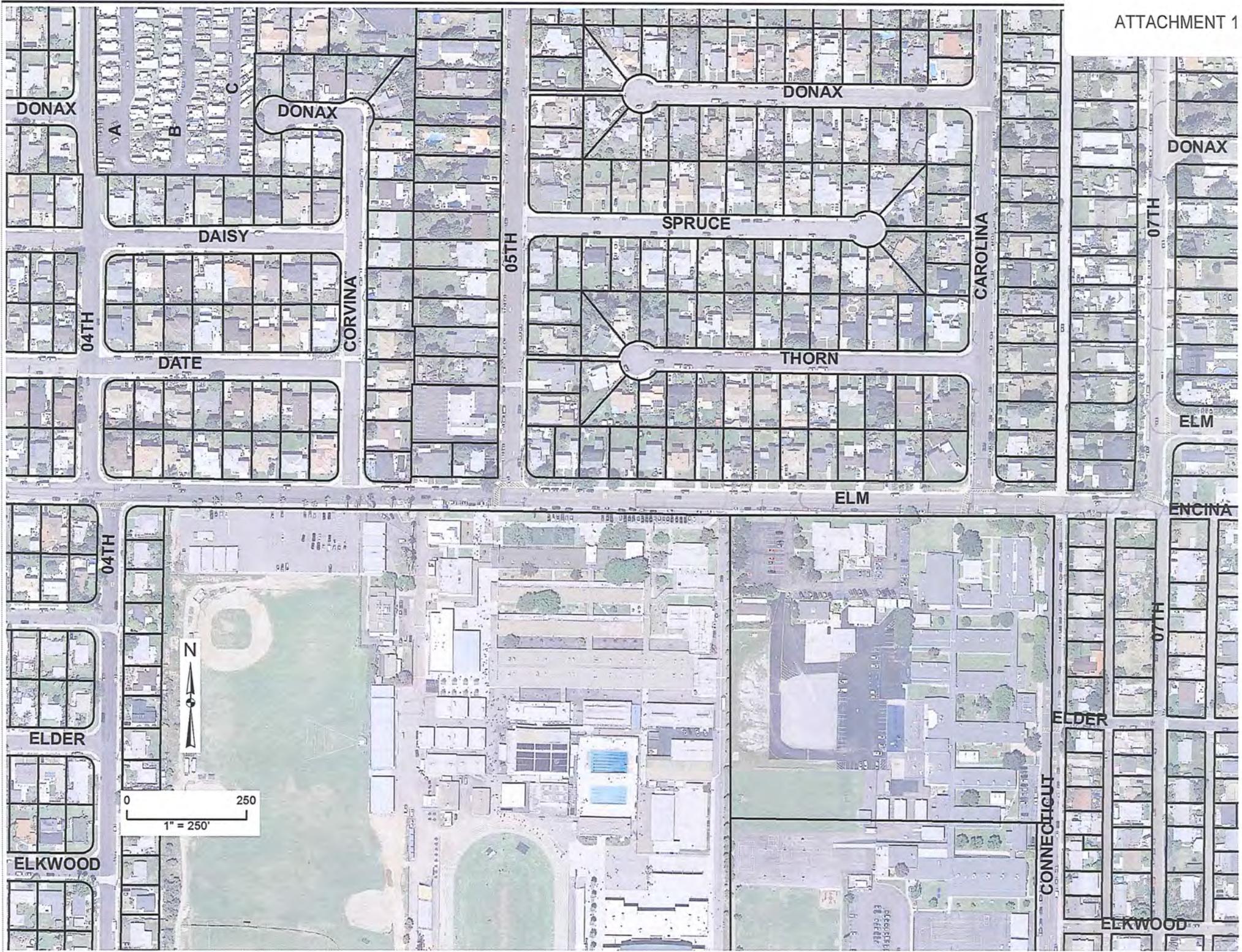
1. Receive this report.
2. Provide City Council an opportunity to discuss the concept presented.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Aerial of Elm Avenue between 4<sup>th</sup> Street and 7<sup>th</sup> Street.





AGENDA ITEM NO. 6.7

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER *GB*

MEETING DATE: JULY 17, 2013

ORIGINATING DEPT.: PUBLIC WORKS *HW*

SUBJECT: RESOLUTION 2013-7357 AWARDING A PUBLIC WORKS CONTRACT; TO WIT – BAYSHORE BIKEWAY ACCESS (S12-101) AND PUBLIC WORKS YARD RENOVATIONS (F05-101) CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT

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**BACKGROUND:**

At the March 2, 2005, City Council/Redevelopment Agency meeting, City Council/Redevelopment Agency adopted Resolution No. 2005-6089 allocating \$41,080,700 to initiate city-wide physical improvements under a Five-Year Capital Improvement Program. Several projects within the Five-Year CIP addressed improvements to existing City facilities. In particular, one of the projects addressed was miscellaneous improvements to the Public Works Facility. The adopted Public Works Facility Project budget was \$676,000.

Over the course of the succeeding 8 years, the scope of the project was redefined from a Public Works facility upgrade with a new access to the Bayshore Bikeway to primarily a Bayshore Bikeway access project and associated enhancements. In 2009, due to the reduced Redevelopment Agency (RDA) income from the economic down turn and the threat of the State taking of RDA funds to balance the State budget, the construction money originally allocated for this project was withdrawn. In September 2009 City Council authorized the application for a Recreational Trails Program (RTP) grant for the construction of the project at a cost of \$518,166. While the RTP program manager thought this was a worthy project, they could not fund the project as proposed because the relocation of the refuse ramp was not an authorized expenditure under the grant parameters. The RTP program manager encouraged the City to reapply in a subsequent year but exclude the relocation of the refuse ramp. In October 2010, City Council authorized staff to submit a new application for the RTP grant with the City paying for the refuse ramp relocation. On October 31, 2011, the City received notification that the Bayshore Bikeway Access Improvement project grant was funded at \$348,482. The City's match is \$47,520. In September, 2012, the City and State signed an Agreement for the use of the grant funds for the period between June 1, 2012 through June 30, 2018.

The relocation of the refuse ramp was to be funded from the "2010 Bond Projects Fund – 402 Account". The City had allocated \$290,000 for the grant match and refuse ramp relocation.

**DISCUSSION:**

On May 30, 2013, the Bayshore Bikeway Access (S12-101) and Public Works Yard Renovations (F05-101) CIP project was advertised for bids in the Imperial Beach Eagle & Times newspaper and on the E-Bid Board – electronic announcement. The public bid opening was Thursday, June 20, 2013 at 2:00 p.m.

The lowest responsive and qualified bidder for the Bayshore Bikeway Access (S10-101) and Public Works Yard Renovations (F05-101) Capital Improvements Program project was from Sierra Pacific West, Inc. at a bid price of \$413,456.

The contractors who submitted proposals along with their proposal amounts are as listed below:

1. Sierra Pacific West, Inc.	\$ 413,456.00
2. Atlas Development	\$ 518,987.32
3. Pacific States Environmental	\$ 550,774.95
4. Just Construction, Inc.	\$ 562,184.00
5. Moalej Builders, Inc.	\$ 585,440.00
6. Excavating Engineers, Inc.	\$ 587,953.25
7. LB Civil Construction, Inc.	\$ 591,756.50
8. New Century Construction, Inc.	\$ 602,922.00
9. C.S. Legacy Construction, Inc.	\$ 635,869.00
10. Fordyce Construction	\$340,934,304.00

Engineer's Estimate was \$534,741.00.

On Tuesday, June 25, 2013, Moalej Builders, Inc. (bidder #5 above) delivered a protest letter, Attachment 2, alleging that 8 of the 10 bidders should be deemed "Non-responsive" due to their failure to comply with the statement found in the bid proposal section of the Request For Bids stating "the complete specification must be submitted with this bid package." Bidders #3 and #5 above allegedly complied with this requirement. Bidder #5 further alleged that bidder #3 should be declared non-responsive do to failure to perform at least 50% of the contract work in-house. The protest letter alleged that only Moalej Builders should be considered as having a responsive bid.

After review of the protest letter, the Request for Bids document and other reference documents, staff found the protest letter without merit and sent a letter to Moalej Builders, Inc. (see attachment 3) noting that they misunderstood the intent of statement "the complete specification must be submitted with this bid package." The letter to Moalej Builders included the following explanation. "This statement is listed at the bottom of, and applies to, the Bid Form (pages 21-24 of the bid invitation). The foregoing statement is provided as a reminder to bidders that all of the specifications, i.e. pricing and quantity line items on the Bid Form, must be completed. This ensures that the total bid price will be provided with the bid submission and that line by line and total bid prices can be compared amongst all bids." The letter further states "City staff will recommend the City Council reject your protest and award the contract to the low bidder at the Imperial Beach City Council meeting on July 17, 2013 at 6 p.m."

**ENVIRONMENTAL DETERMINATION:**

Resolution 2009-6800 approved the Mitigated Negative Declaration \*SCH# 2009071093) for the expansion of the Public Works Yard at 495 10th Street (Bayshore Bikeway Access Improvement Project). Notice of Determination was filled September 4, 2009.

**FISCAL IMPACT:**

Revenue:

Bayshore Bikeway Access Project (RTP Grant)	\$348,482
Bayshore Bikeway Access Project (City Match)	<u>\$ 47,520</u>
<b>TOTAL</b>	<b>\$396,002</b>

Public Works Yard Renovation (City Fund) Total	\$290,000
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Expenditure:

Bayshore Bikeway Access Project (RTP Grant)	
Sierra Pacific West, Inc. (bid – Bikeway Access)	\$249,021
Urban Corps Landscape Installation	\$ 25,865
RBF (consultant engineer)	\$ 10,282
City Match (402 Account)	\$ 47,520
City Staff Administration/Inspection	<u>\$ 11,367</u>
<b>TOTAL</b>	<b>\$344,055</b>

Public Works Yard Renovation (City Fund – 402 Account)	
Sierra Pacific West, Inc. (bid – refuse ramp )	\$164,435
RBF (consultant engineer)	\$ 9,306
City Staff Administration / Inspection	<u>\$ 9,306</u>
<b>TOTAL</b>	<b>\$183,047</b>

Bayshore Bikeway Access	
RTP Grant Allocated	\$348,482
City Match	<u>\$ 47,520</u>
Total	\$396,002
Estimated expenses	\$344,055

Public Works Yard Renovations Allocated City Funds	\$290,000
Estimated expenses	\$183,047

There are sufficient grant funds for the construction of the Bayshore Bikeway Access Project (\$348,482 allocated; \$296,535 estimated expenses)

There are sufficient City funds (402 account) for construction of the Public Works Refuse Ramp Relocation and Access Ramp City match cost (\$290,000 allocated; \$230,567 estimated expenses).

**DEPARTMENT RECOMMENDATION:**

1. Receive this report.
2. City Council consider and reject the protest letter from Moalej Builders, Inc.
3. Adopt the attached resolution awarding a contract to the lowest responsive bidder.
4. Authorize the City Manager to approve a purchase order for the amount of the bid price.

**CITY MANAGER’S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Resolution No. 2013-7357
2. Moalej Builders, Inc. Protest Letter dated June 24, 2013
3. City of Imperial Beach Letter Responses to Moalej Builders, Inc. dated June 27, 2013.

## RESOLUTION NO. 2013-7357

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDED A PUBLIC WORKS CONTRACT; TO WIT – BAYSHORE BIKEWAY ACCESS (S12-101) AND PUBLIC WORKS YARD RENOVATIONS (F05-101) CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT**

**WHEREAS**, at the March 2, 2005, City Council/Redevelopment Agency meeting, City Council/Redevelopment Agency adopted Resolution No. 2005-6089 allocating \$41,080,700 to initiate city-wide physical improvements under a Five-Year Capital Improvement Program; and

**WHEREAS**, one of the projects addressed in the Five-Year Capital Improvement Program was miscellaneous improvements to the Public Works Facility at a budget of \$676,000; and

**WHEREAS**, over the course of the succeeding 8 years, the scope of the project was redefined from a Public Works facility upgrade with a new access to the Bayshore Bikeway to primarily a Bayshore Bikeway access project and associated enhancements; and

**WHEREAS**, in 2009, due to the reduced Redevelopment Agency (RDA) income from the economic down turn and the threat of the State taking of RDA funds to balance the State budget, the construction money originally allocated for this project was withdrawn; and

**WHEREAS**, in September 2009 City Council authorized the application for a Recreational Trails Program (RTP) grant for the construction of the project at a cost of \$518,166, however the project was not funded because the relocation of the refuse ramp was not an authorized expenditure under the grant parameters; and

**WHEREAS**, in October 2010, City Council authorized staff to submit a new application for the RTP grant with the City paying for the refuse ramp relocation; and

**WHEREAS**, on October 31, 2011, the City received notification that the Bayshore Bikeway Access Improvement project grant was funded at \$348,482 with a City match of \$47,520; and

**WHEREAS**, in September, 2012, the City and State signed an Agreement for the use of the grant funds for the period between June 1, 2012 through June 30, 2018; and

**WHEREAS**, the relocation of the refuse ramp and grant match was allocated \$290,000 from the "2010 Bond Projects Fund – 402 Account"; and

**WHEREAS**, on May 30, 2013, the Bayshore Bikeway Access (S12-101) and Public Works Yard Renovations (F05-101) CIP project was advertised for bids in the Imperial Beach Eagle & Times newspaper and on the E-Bid Board – electronic announcement; and

**WHEREAS**, the final date for submitting proposals was June 20, 2013; and

**WHEREAS**, proposals were opened on June 20, 2013, at an advertised public meeting; and

**WHEREAS**, the lowest responsive and qualified bidder for the Bayshore Bikeway Access (S10-101) and Public Works Yard Renovations (F05-101) Capital Improvements Program project was from Sierra Pacific West, Inc.. at a bid price of \$413,456; and.

**WHEREAS**, Moalej Builders, Inc. delivered a protest letter alleging all bids other than Moalej Builders, Inc. were non-responsive bids and all other bids should be rejected; and

**WHEREAS**, after review of the protest letter, the Request for Bids document and other reference documents, staff found the protest letter without merit and sent a letter to Moalej Builders recommending City Council reject the protest.

**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 legislative body considered and rejected the Moalej Builders protest.
3. The legislative body hereby rejects all proposals for bids except that identified as the lowest responsible bid. The bid of the lowest, responsible qualified bidder will be on file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as Contract No. \_\_\_\_\_.
4. The contractor shall not commence construction or order equipment until he has received a Notice to Proceed.
5. The works of improvement shall be constructed in the manner and form and in compliance with the requirements as set forth in the plans and specifications for the project.
6. The City Manager is authorized to sign a purchase order with the lowest responsible qualified bidder.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17th day of July 2013, by the following vote:

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

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

**ATTEST:**

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



Sent via Certified Mail by the United State Postal Service & FedEx Overnight

June 24, 2013

H. A. (Hank) Levien  
City of Imperial Beach  
495 10<sup>th</sup> Street  
Imperial Beach, CA 91932

Dear Mr. Levien,

**RE: Bayshore Bikeway Access (S12-101) and Public Works Yard Renovations (F05-101)  
Moalej Builders, Inc.  
BID PROTEST**

This letter is a formal protest in regards to Bayshore Bikeway (S12-101) & Public Works Yard Renovations (F05-101) public bid that was received and opened by City of Imperial Beach on Thursday June 20, 2013. Per attached page 24 of the bid proposal, it clearly states that "THE COMPLETE SPECIFICATION MUST BE SUBMITTED WITH THIS BID PACKAGE". Out of the ten companies that submitted bids for this project, only Moalej Builders, Inc. and Pacific States Environmental Contractors, Inc. complied by this request. All other bids should be deemed NON-RESPONSIVE.

Per public works standards general contractor shall perform at least fifty percent of the total contract and shall not subcontract more than fifty percent of the total work. Per attached bid results, Pacific States Environmental Contractors, Inc. had subcontracted seventy five percent of the total contract value which will deem them NON-RESPONSIVE.

As a result, Moalej Builders Inc. is the only company that complied with all public contract codes and the only company that submitted a RESPONSIVE BID.

If you have any questions, please feel free to call me at 310.926.2290.

Sincerely,

Signature on File

Reza Moalej  
Moalej Builders, Inc.

CC:

Enclosure:

This letter consists of one (1) page. Page 24 of the Bid Proposal (1) page, Bid Results (22) pages.

4335 Van Nuys Blvd | Suite #102 | Sherman Oaks, California 91403  
Main: 800.284.1151 | Fax: 310.744.0106 | Email: info@moalejbuilders.com

6	1 LS	Construction of Channels for Bayshore Bikeway at	_____	\$ _____ per LS	\$ _____
			_____	per LS	
7	2 EA	Construction of Rip-Rap Energy Dissipator at	_____	\$ _____ per EA	\$ _____
			_____	per EA	
8	1 LS	Installation of Recycled Bollards Connected with Steel Cables at	_____	\$ _____ per LS	\$ _____
			_____	per LS	
9	1 LS	Expose and Protect Existing Railroad Tracks and Ties at	_____	\$ _____ per LS	\$ _____
			_____	per LS	
10	1 LS	Raise Existing Sewer Manhole Frame and Cover at	_____	\$ _____ per LS	\$ _____
			_____	per LS	
11	1 LS	Signage, Striping and Stenciling for Bayshore Bikeway at	_____	\$ _____ per LS	\$ _____
			_____	per LS	
12	16 EA	Concrete Wheel Stops for Bayshore Bikeway Parking Area at	_____	\$ _____ per EA	\$ _____
			_____	per EA	
13	1 EA	Installation of Cutoff Wall at	_____	\$ _____ per EA	\$ _____
			_____	per EA	
14	1 LS	Park a Bike at	_____	\$ _____ per LS	\$ _____
			_____	per LS	
<b>TOTAL BID for BAYSHORE BIKEWAY</b>					\$ _____
<b>TOTAL BID FOR ALL 3 SECTIONS</b>					\$ _____

**THE COMPLETE SPECIFICATION MUST BE SUBMITTED WITH THIS BID PACKAGE.**

In case of discrepancy between words and figures, the words shall prevail.

**Bid Results**

**Bayshore Bikeway Access (S12-101) and Public Works Yard Renovations (F05-101)**

S12-101 and F05-101

[tback](#)  Show Bid Items [go](#)  
 Show Listed Subcontractors

General Contractor: **Sierra Pacific West, Inc.**  
 2125 La Mirada Drive  
 Vista, CA 92081

**Bidder Status:**  
 Under Review

Total Bid Amount: **\$413,456.00**

\* marks an allowance

Bid List Name					Bid List Total	
General Bid Section					\$43,380.00	
Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		TRAFFIC CONTROL AT	1	LS	\$4,753.32	\$4,753.32
2		MOBILIZATION AT	1	LS	\$29,010.76	\$29,010.76
3		CONSTRUCTION SURVEY STAKING AT	1	LS	\$9,615.92	\$9,615.92

Bid List Name					Bid List Total	
Public Works Yard Renovations					\$164,435.00	
Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION OF EXISTING TIMBER SUPPORTED RECYCLING RAMP AT	1	LS	\$5,091.22	\$5,091.22
2		EARTHWORK FOR NEW PUBLIC WORKS LOADING DOCK AT	1,600	CY	\$6.73	\$10,768.00
3		DEMOLITION FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$13,319.67	\$13,319.67
4		CONCRETE PAVING FOR NEW PUBLIC WORKS LOADING DOCK AT	1	LS	\$4,559.21	\$4,559.21
5		PROTECTION OF EXISTING RAILROAD TRACK & TIES AT	420	LF	\$12.67	\$5,321.40
6		MECHANICALLY STABILIZED EARTH RETAINING WALLS AT	1	LS	\$81,416.06	\$81,416.06
7		FENCING FOR PUBLIC WORKS	1	LS	\$24,017.74	\$24,017.74

8	LOADING DOCK AT SUB-DRAIN PIPING FOR PUBLIC WORKS	1	LS	\$3,799.42	\$3,799.42
9	LOADING DOCK AT CABLE HAND RAIL SYSTEM FOR PUBLIC WORKS	1	LS	\$7,229.75	\$7,229.75
10	LOADING DOCK AT CLASS II BASE PAVING FOR PUBLIC WORKS	1	LS	\$7,609.69	\$7,609.69
11	LOADING DOCK AT CONSTRUCTION OF CHANNELS FOR PUBLIC WORKS	94	LF	\$13.86	\$1,302.84

**Bid List Name** Bayshore Bikeway Access **Bid List Total** \$205,641.00

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION FOR BAYSHORE BIKEWAY AT	1	LS	\$25,689.07	\$25,689.07
2		EARTHWORK FOR BAYSHORE BIKEWAY AT	1,982	CY	\$2.08	\$4,122.56
3		PAVING OF AC BIKE PATH AT	1,970	SF	\$6.18	\$12,174.60
4		PAVING OF PARKING AREA FOR BAYSHORE BIKEWAY AT	10,661	SF	\$1.61	\$17,164.21
5		CONSTRUCTION OF NEW DRIVEWAY AND ADA PARKING PAD FOR BAYSHORE BIKEWAY AT	1	LS	\$96,922.39	\$96,922.39
6		CONSTRUCTION OF CHANNELS FOR BAYSHORE BIKEWAY AT	1	LS	\$14,136.59	\$14,136.59
7		CONSTRUCTION OF RIP-RAP ENERGY DISSIPATOR AT	2	EA	\$2,236.66	\$4,473.32
8		INSTALLATION OF RECYCLED BOLLARDS CONNECTED WITH STEEL CABLES AT	1	LS	\$13,463.42	\$13,463.42
9		EXPOSE AND PROTECT EXISTING RAILROAD TRACKS AND TIES AT	1	LS	\$5,320.22	\$5,320.22
10		RAISE EXISTING SEWER MANHOLE FRAME AND COVER AT	1	LS	\$238.87	\$238.87
11			1	LS	\$8,276.74	\$8,276.74

12	SIGNAGE, STRIPING AND STENCILING FOR BAYSHORE BIKEWAY AT CONCRETE WHEEL STOPS FOR BAYSHORE BIKEWAY PARKING-AREA AT	16	EA	-	-
13	INSTALLATION OF CUTOFF WALL AT	1	EA	\$2,714.40	\$2,714.40
14	PARK A BIKE AT	1	LS	\$944.61	\$944.61

Listed Subcontractors	Description of Work	Listing Amount	Percent of Contract	License No - Expiration
In Line Fence & Railing Co. PO Box 2637 Ramona, CA 92065		\$33,489.94	8.1%	-
Rap Engineering, Inc. 420 Olive Avenue Vista, CA 92083		\$12,817.14	3.1%	-
Geogrid retaining Walls Inc 1295 distribution Way Vista, CA 92081		\$11,990.22	2.9%	-
Chisp Company 2280 South Lilac Ave Bloomington, CA 92316		\$8,682.58	2.1%	-
Homeland Engineering Lakeside, CA				-

General Contractor: Atlas Development  
991C Lomas Santa Fe Dr # 115  
Solana Beach, CA 92075

Bidder Status:  
Under Review

Total Bid Amount: \$518,987.32

\* mobilization allowance

Bid List Name					Bid List Total	
General Bid Section					\$32,000.00	
Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		TRAFFIC CONTROL AT	1	LS	\$2,000.00	\$2,000.00
2		MOBILIZATION AT	1	LS	\$20,000.00	\$20,000.00
3		CONSTRUCTION SURVEY STAKING AT	1	LS	\$10,000.00	\$10,000.00

Bid List Name					Bid List Total	
Public Works Yard Renovations					\$296,888.60	
Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION OF EXISTING TIMBER SUPPORTED RECYCLING RAMP AT	1	LS	\$5,650.00	\$5,650.00
2		EARTHWORK FOR NEW PUBLIC WORKS LOADING DOCK AT	1,600	CY	\$42.37	\$67,792.00
3		DEMOLITION FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$5,650.00	\$5,650.00
4		CONCRETE PAVING FOR	1	LS	\$56,500.00	\$56,500.00

5	NEW PUBLIC WORKS LOADING DOCK AT PROTECTION OF EXISTING RAILROAD TRACK & TIES AT	420	LF	\$13.45	\$5,649.00
6	MECHANICALLY STABILIZED EARTH RETAINING WALLS AT	1	LS	\$90,400.00	\$90,400.00
7	FENCING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$27,000.00	\$27,000.00
8	SUB-DRAIN PIPING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$1,300.00	\$1,300.00
9	CABLE HAND RAIL SYSTEM FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$7,568.00	\$7,568.00
10	CLASS II BASE PAVING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$7,910.00	\$7,910.00
11	CONSTRUCTION OF CHANNELS FOR PUBLIC WORKS LOADING DOCK AT	94	LF	\$228.40	\$21,469.60

**Bid List Name**  
Bayshore Bikeway Access

**Bid List Total**  
\$190,098.72

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION FOR BAYSHORE BIKEWAY AT	1	LS	\$3,390.00	\$3,390.00
2		EARTHWORK FOR BAYSHORE BIKEWAY AT	1,982	CY	\$39.90	\$79,081.80
3		PAVING OF AC BIKE PATH AT	1,970	SF	\$4.36	\$8,589.20
4		PAVING OF PARKING AREA FOR BAYSHORE BIKEWAY AT	10,661	SF	\$4.52	\$48,187.72
5		CONSTRUCTION OF NEW DRIVEWAY AND ADA PARKING PAD FOR BAYSHORE BIKEWAY AT	1	LS	\$5,650.00	\$5,650.00
6		CONSTRUCTION OF CHANNELS FOR BAYSHORE BIKEWAY AT	1	LS	\$21,470.00	\$21,470.00
7		CONSTRUCTION OF RIP-RAP ENERGY DISSIPATOR AT	2	EA	\$1,130.00	\$2,260.00
8		INSTALLATION OF RECYCLED BOLLARDS	1	LS	\$5,650.00	\$5,650.00

9	CONNECTED WITH STEEL CABLES AT EXPOSE AND PROTECT EXISTING RAILROAD TRACKS AND TIES AT	1	LS	\$3,390.00	\$3,390.00
10	RAISE EXISTING SEWER MANHOLE FRAME AND COVER AT	1	LS	\$2,260.00	\$2,260.00
11	SIGNAGE, STRIPING AND STENCILING FOR BAYSHORE BIKEWAY AT	1	LS	\$2,260.00	\$2,260.00
12	CONCRETE WHEEL STOPS FOR BAYSHORE BIKEWAY PARKING AREA AT	16	EA	-	-
13	INSTALLATION OF CUTOFF WALL AT	1	EA	\$3,390.00	\$3,390.00
14	PARK A BIKE AT	1	LS	\$4,520.00	\$4,520.00

Listed Subcontractors	Description of Work	Listing Amount	Percent of Contract	License No - Expiration
Southwest Ditch Inc. 3625 Placentia Lane Santa Maria, CA 92501		\$38,924.05	7.5%	-
ALCORN FENCE 788 ENERGY WAY SAN DIEGO, CA 92011		\$31,139.24	6%	-
Golden Triangle Land Surveying, Inc. 1298 Navel Place Vista, CA 92081		\$9,237.97	1.78%	-
Retaining Walls Company PO Box 502908 San Diego, CA 92150		\$8,303.80	1.6%	-
SealRight Paving 9053 Olive Dr Spring Valley, CA 91977		\$7,784.81	1.5%	-

General Contractor: Pacific States Environmental  
11555 Dublin Blvd  
Dublin, CA 94568

Bidder Status:  
Under Review

Total Bid Amount: \$550,774.95

\* marks in allowance

Bid List Name					Bid List Total	
General Bid Section					\$48,000.00	
Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		TRAFFIC CONTROL AT	1	LS	\$4,200.00	\$4,200.00
2		MOBILIZATION AT	1	LS	\$29,000.00	\$29,000.00
3		CONSTRUCTION SURVEY STAKING AT	1	LS	\$14,800.00	\$14,800.00

Bid List Name					Bid List Total	
Public Works Yard Renovations					\$286,275.10	
Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1			1	LS	\$5,300.00	\$5,300.00

2	DEMOLITION OF EXISTING TIMBER SUPPORTED RECYCLING RAMP AT EARTHWORK FOR NEW PUBLIC WORKS LOADING DOCK AT	1,600	CY	\$13.00	\$20,800.00
3	DEMOLITION FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$12,500.00	\$12,500.00
4	CONCRETE PAVING FOR NEW PUBLIC WORKS LOADING DOCK AT	1	LS	\$58,000.00	\$58,000.00
5	PROTECTION OF EXISTING RAILROAD TRACK & TIES AT	420	LF	\$14.30	\$6,006.00
6	MECHANICALLY STABILIZED EARTH RETAINING WALLS AT	1	LS	\$118,700.00	\$118,700.00
7	FENCING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$31,700.00	\$31,700.00
8	SUB-DRAIN PIPING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$2,700.00	\$2,700.00
9	CABLE HAND RAIL SYSTEM FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$9,000.00	\$9,000.00
10	CLASS II BASE PAVING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$13,800.00	\$13,800.00
11	CONSTRUCTION OF CHANNELS FOR PUBLIC WORKS LOADING DOCK AT	94	LF	\$82.65	\$7,769.10

**Bid List Name**

Bayshore Bikeway Access

**Bid List Total**

\$216,499.85

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION FOR BAYSHORE BIKEWAY AT	1	LS	\$12,000.00	\$12,000.00
2		EARTHWORK FOR BAYSHORE BIKEWAY AT	1,982	CY	\$12.10	\$23,982.20
3		PAVING OF AC BIKE PATH AT	1,970	SF	\$17.80	\$35,066.00
4		PAVING OF PARKING AREA FOR BAYSHORE BIKEWAY AT	10,661	SF	\$2.65	\$28,251.65

Attachment 2

Item #	Description of Work	Quantity	Unit	Estimated Amount	Actual Amount
5	CONSTRUCTION OF NEW DRIVEWAY AND ADA PARKING PAD FOR BAYSHORE BIKEWAY AT	1	LS	\$40,500.00	\$40,500.00
6	CONSTRUCTION OF CHANNELS FOR BAYSHORE BIKEWAY AT	1	LS	\$44,800.00	\$44,800.00
7	CONSTRUCTION OF RIP-RAP ENERGY DISSIPATOR AT	2	EA	\$2,650.00	\$5,300.00
8	INSTALLATION OF RECYCLED BOLLARDS CONNECTED WITH STEEL CABLES AT	1	LS	\$13,700.00	\$13,700.00
9	EXPOSE AND PROTECT EXISTING RAILROAD TRACKS AND TIES AT	1	LS	\$3,800.00	\$3,800.00
10	RAISE EXISTING SEWER MANHOLE FRAME AND COVER AT	1	LS	\$1,200.00	\$1,200.00
11	SIGNAGE, STRIPING AND STENCILING FOR BAYSHORE BIKEWAY AT	1	LS	\$3,600.00	\$3,600.00
12	CONCRETE WHEEL-STOP FOR BAYSHORE BIKEWAY PARKING AREA AT	16	EA	-	-
13	INSTALLATION OF CUTOFF WALL AT	1	EA	\$2,900.00	\$2,900.00
14	PARK A BIKE AT	1	LS	\$1,400.00	\$1,400.00

Listed Subcontractors Description of Work Listing Amount Percent of Contract License No - Expiration  
 American Pacific Constructors \$413,081.21 75% -  
 30928 Valley Center Rd  
 Valley Center, CA 92082

General Contractor: **Just Construction, Inc.**  
 3103 Market Street  
 San Diego, CA 92102

Bidder Status: Under Review

Total Bid Amount: **\$562,184.00**

\* marks an allowance

Bid List Name  
 General Bid Section

Bid List Total  
 \$27,361.70

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		TRAFFIC CONTROL AT	1	LS	\$8,133.70	\$8,133.70
2		MOBILIZATION AT	1	LS	\$11,000.00	\$11,000.00
3		CONSTRUCTION SURVEY STAKING AT	1	LS	\$8,228.00	\$8,228.00

Bid List Name

Bid List Total

Public Works Yard Renovations

\$328,210.30

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION OF EXISTING TIMBER SUPPORTED RECYCLING RAMP AT	1	LS	\$7,150.00	\$7,150.00
2		EARTHWORK FOR NEW PUBLIC WORKS LOADING DOCK AT	1,600	CY	\$38.50	\$61,600.00
3		DEMOLITION FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$7,480.00	\$7,480.00
4		CONCRETE PAVING FOR NEW PUBLIC WORKS LOADING DOCK AT	1	LS	\$38,500.00	\$38,500.00
5		PROTECTION OF EXISTING RAILROAD TRACK & TIES AT	420	LF	\$27.50	\$11,550.00
6		MECHANICALLY STABILIZED EARTH RETAINING WALLS AT	1	LS	\$132,000.00	\$132,000.00
7		FENCING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$26,400.00	\$26,400.00
8		SUB-DRAIN PIPING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$7,150.00	\$7,150.00
9		CABLE HAND RAIL SYSTEM FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$7,700.00	\$7,700.00
10		CLASS II BASE PAVING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$10,585.30	\$10,585.30
11		CONSTRUCTION OF CHANNELS FOR PUBLIC WORKS LOADING DOCK AT	94	LF	\$192.50	\$18,095.00

Bid List Name  
Bayshore Bikeway Access

Bid List Total  
\$206,612.00

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION FOR BAYSHORE BIKEWAY AT	1	LS	\$27,500.00	\$27,500.00
2		EARTHWORK FOR BAYSHORE BIKEWAY AT	1,982	CY	\$27.50	\$54,505.00
3		PAVING OF AC BIKE PATH AT	1,970	SF	\$4.40	\$8,668.00

Attachment 2

4	PAVING OF PARKING AREA FOR BAYSHORE BIKEWAY AT	10,661	SF	\$1.70	\$18,123.70
5	CONSTRUCTION OF NEW DRIVEWAY AND ADA PARKING PAD FOR BAYSHORE BIKEWAY AT	1	LS	\$38,500.00	\$38,500.00
6	CONSTRUCTION OF CHANNELS FOR BAYSHORE BIKEWAY AT	1	LS	\$20,900.00	\$20,900.00
7	CONSTRUCTION OF RIP-RAP ENERGY DISSIPATOR AT	2	EA	\$6,050.00	\$12,100.00
8	INSTALLATION OF RECYCLED BOLLARDS CONNECTED WITH STEEL CABLES AT	1	LS	\$5,500.00	\$5,500.00
9	EXPOSE AND PROTECT EXISTING RAILROAD TRACKS AND TIES AT	1	LS	\$5,500.00	\$5,500.00
10	RAISE EXISTING SEWER MANHOLE FRAME AND COVER AT	1	LS	\$550.00	\$550.00
11	SIGNAGE, STRIPING AND STENCILING FOR BAYSHORE BIKEWAY AT	1	LS	\$8,385.30	\$8,385.30
12	CONCRETE WHEEL STOPS FOR BAYSHORE BIKEWAY PARKING AREA AT	16	EA	-	-
13	INSTALLATION OF CUTOFF WALL AT	1	EA	\$3,300.00	\$3,300.00
14	PARK A BIKE AT	1	LS	\$3,080.00	\$3,080.00

Listed Subcontractors	Description of Work	Listing Amount	Percent of Contract	License No - Expiration
Retaining Walls Company PO Box 502908 San Diego, CA 92150		\$78,705.76	14%	-
In Line Fence & Railing Co. PO Box 2637 Ramona, CA 92065		\$28,109.20	5%	-
SealRight Paving 9053 Olive Dr Spring Valley, CA 91977		\$16,865.52	3%	-
Geogrid retaining Walls Inc 1295 dlnstribution Way Vista, CA 92081		\$11,243.68	2%	-
Chrisp Company 2280 South Lilac Ave Bloomington, CA 92316		\$11,243.68	2%	-
Adkan Engineers 6879 Airport Drive Riverside, CA 92504		\$5,621.84	1%	-

Attachment 2

General Contractor: **Moalej Builders Inc.**  
 4335 Van Nuys Blvd #102  
 Sherman oaks, CA 91403

**Bidder  
 Status:  
 Under  
 Review**

Total Bid Amount: **\$585,440.00**

† margin allowance

**Bid List Name**  
 General Bid Section

**Bid List Total**  
**\$97,907.15**

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		TRAFFIC CONTROL AT MOBILIZATION AT	1	LS	\$3,000.00	\$3,000.00
2		CONSTRUCTION SURVEY STAKING AT	1	LS	\$84,907.15	\$84,907.15
3			1	LS	\$10,000.00	\$10,000.00

**Bid List Name**  
 Public Works Yard Renovations

**Bid List Total**  
**\$260,900.00**

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION OF EXISTING TIMBER SUPPORTED RECYCLING RAMP AT	1	LS	\$5,000.00	\$5,000.00
2		EARTHWORK FOR NEW PUBLIC WORKS LOADING DOCK AT	1,600	CY	\$15.00	\$24,000.00
3		DEMOLITION FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$10,000.00	\$10,000.00
4		CONCRETE PAVING FOR NEW PUBLIC WORKS LOADING DOCK AT	1	LS	\$50,000.00	\$50,000.00
5		PROTECTION OF EXISTING RAILROAD TRACK & TIES AT	420	LF	\$10.00	\$4,200.00
6		MECHANICALLY STABILIZED EARTH RETAINING WALLS AT	1	LS	\$80,000.00	\$80,000.00
7		FENCING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$23,000.00	\$23,000.00
8		SUB-DRAIN PIPING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$17,000.00	\$17,000.00
9		CABLE HAND RAIL SYSTEM FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$13,000.00	\$13,000.00
10		CLASS II BASE PAVING FOR PUBLIC WORKS	1	LS	\$30,000.00	\$30,000.00

11	LOADING DOCK AT CONSTRUCTION OF CHANNELS FOR PUBLIC WORKS	94	LF	\$50.00	\$4,700.00
	LOADING DOCK AT				

Bid List Name: Bayshore Bikeway Access  
 Bid List Total: \$226,632.85

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION FOR BAYSHORE BIKEWAY AT	1	LS	\$30,000.00	\$30,000.00
2		EARTHWORK FOR BAYSHORE BIKEWAY AT	1,982	CY	\$10.00	\$19,820.00
3		PAVING OF AC BIKE PATH AT	1,970	SF	\$15.00	\$29,550.00
4		PAVING OF PARKING AREA FOR BAYSHORE BIKEWAY AT	10,661	SF	\$1.85	\$19,722.85
5		CONSTRUCTION OF NEW DRIVEWAY AND ADA PARKING PAD FOR BAYSHORE BIKEWAY AT	1	LS	\$30,000.00	\$30,000.00
6		CONSTRUCTION OF CHANNELS FOR BAYSHORE BIKEWAY AT	1	LS	\$37,917.00	\$37,917.00
7		CONSTRUCTION OF RIP-RAP ENERGY DISSIPATOR AT	2	EA	\$7,000.00	\$14,000.00
8		INSTALLATION OF RECYCLED BOLLARDS CONNECTED WITH STEEL CABLES AT	1	LS	\$5,000.00	\$5,000.00
9		EXPOSE AND PROTECT EXISTING RAILROAD TRACKS AND TIES AT	1	LS	\$5,000.00	\$5,000.00
10		RAISE EXISTING SEWER MANHOLE FRAME AND COVER AT	1	LS	\$3,000.00	\$3,000.00
11		SIGNAGE, STRIPING AND STENCILING FOR BAYSHORE BIKEWAY AT	1	LS	\$7,623.00	\$7,623.00
12		CONCRETE WHEEL STOPS FOR BAYSHORE BIKEWAY PARKING AREA AT	16	EA	-	-
13		INSTALLATION OF CUTOFF WALL AT	1	EA	\$5,000.00	\$5,000.00
14		PARK A BIKE AT	1	LS	\$20,000.00	\$20,000.00

Listed Subcontractors Description of Work Listing Amount Percent of Contract License No - Expiration

Asphalt Concrete Enterprises, Inc 11422 N Woodside Ave Santee, CA 92071	\$117,088.00	20%	-
Madrid Equipment Rental, Inc 5190 Wilson St Riverside, CA 92509	\$117,088.00	20%	-

General Contractor: **Excavating Engineers Inc.**  
5256 S Mission Road #703-002  
Bonsall, CA 92003

**Bidder Status:**  
**Under Review**

Total Bid Amount: **\$587,953.25**

\* mark as allowance

<b>Bid List Name</b>				<b>Bid List Total</b>		
<b>General Bld Section</b>				<b>\$71,500.00</b>		
Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		TRAFFIC CONTROL AT MOBILIZATION AT CONSTRUCTION SURVEY STAKING AT	1	LS	\$6,500.00	\$6,500.00
2			1	LS	\$55,000.00	\$55,000.00
3			1	LS	\$10,000.00	\$10,000.00

<b>Bid List Name</b>				<b>Bid List Total</b>		
<b>Public Works Yard Renovations</b>				<b>\$263,115.00</b>		
Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION OF EXISTING TIMBER SUPPORTED RECYCLING RAMP AT EARTHWORK FOR NEW PUBLIC WORKS LOADING DOCK AT	1	LS	\$6,000.00	\$6,000.00
2		DEMOLITION FOR PUBLIC WORKS LOADING DOCK AT	1,600	CY	\$6.00	\$9,600.00
3		CONCRETE PAVING FOR NEW PUBLIC WORKS LOADING DOCK AT	1	LS	\$30,000.00	\$30,000.00
4		PROTECTION OF EXISTING RAILROAD TRACK & TIES AT	1	LS	\$75,975.00	\$75,975.00
5		MECHANICALLY STABILIZED EARTH RETAINING WALLS AT	420	LF	\$12.00	\$5,040.00
6		FENCING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$66,000.00	\$66,000.00
7		SUB-DRAIN PIPING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$25,000.00	\$25,000.00
8		CABLE HAND RAIL SYSTEM	1	LS	\$4,500.00	\$4,500.00
9			1	LS	\$5,000.00	\$5,000.00

10	FOR PUBLIC WORKS LOADING DOCK AT CLASS II BASE PAVING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$12,500.00	\$12,500.00
11	CONSTRUCTION OF CHANNELS FOR PUBLIC WORKS LOADING DOCK AT	94	LF	\$250.00	\$23,500.00

**Bid List Name**

Bayshore Bikeway Access

**Bid List Total**

\$253,338.25

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION FOR BAYSHORE BIKEWAY AT	1	LS	\$24,000.00	\$24,000.00
2		EARTHWORK FOR BAYSHORE BIKEWAY AT	1,982	CY	\$35.00	\$69,370.00
3		PAVING OF AC BIKE PATH AT	1,970	SF	\$6.00	\$11,820.00
4		PAVING OF PARKING AREA FOR BAYSHORE BIKEWAY AT	10,661	SF	\$3.25	\$34,648.25
5		CONSTRUCTION OF NEW DRIVEWAY AND ADA PARKING PAD FOR BAYSHORE BIKEWAY AT	1	LS	\$27,000.00	\$27,000.00
6		CONSTRUCTION OF CHANNELS FOR BAYSHORE BIKEWAY AT	1	LS	\$43,000.00	\$43,000.00
7		CONSTRUCTION OF RIP-RAP ENERGY DISSIPATOR AT	2	EA	\$2,500.00	\$5,000.00
8		INSTALLATION OF RECYCLED BOLLARDS CONNECTED WITH STEEL CABLES AT	1	LS	\$20,000.00	\$20,000.00
9		EXPOSE AND PROTECT EXISTING RAILROAD TRACKS AND TIES AT	1	LS	\$2,500.00	\$2,500.00
10		RAISE EXISTING SEWER MANHOLE FRAME AND COVER AT	1	LS	\$4,500.00	\$4,500.00
11		SIGNAGE, STRIPING AND STENCILING FOR BAYSHORE BIKEWAY AT	1	LS	\$7,500.00	\$7,500.00
12		CONCRETE WHEEL STOPS FOR BAYSHORE BIKEWAY	16	EA	-	-

Listed Subcontractors	Description of Work	Listing Amount	Percent of Contract	License No - Expiration
	<b>PARKING AREA AT INSTALLATION OF CUTOFF WALL AT PARK A BIKE AT</b>			
13		1 EA	\$2,500.00	\$2,500.00
14		1 LS	\$1,500.00	\$1,500.00
Valley Cities Fence 1338 6th Street Narco, CA 92860		\$25,281.99	4.3%	-
SealRight Paving 9053 Olive Dr Spring Valley, CA 91977		\$15,286.78	2.6%	-

General Contractor: **LB Civil Construction, Inc.**  
11585 Sorrento Valley Rd  
Suite 104  
San Diego, CA 92121

**Bidder Status: Under Review**

Total Bid Amount: **\$591,756.50**

**Bid List Name**  
General Bld Section

**Bid List Total**  
\$47,000.00

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		TRAFFIC CONTROL AT MOBILIZATION AT	1	LS	\$5,000.00	\$5,000.00
2		CONSTRUCTION SURVEY STAKING AT	1	LS	\$33,000.00	\$33,000.00
3			1	LS	\$9,000.00	\$9,000.00

**Bid List Name**  
Public Works Yard Renovations

**Bid List Total**  
\$360,060.00

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION OF EXISTING TIMBER SUPPORTED RECYCLING RAMP AT	1	LS	\$8,000.00	\$8,000.00
2		EARTHWORK FOR NEW PUBLIC WORKS LOADING DOCK AT	1,600	CY	\$35.00	\$56,000.00
3		DEMOLITION FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$10,000.00	\$10,000.00
4		CONCRETE PAVING FOR NEW PUBLIC WORKS LOADING DOCK AT	1	LS	\$105,000.00	\$105,000.00
5		PROTECTION OF EXISTING RAILROAD TRACK & TIES AT	420	LF	\$15.00	\$6,300.00
6		MECHANICALLY STABILIZED EARTH RETAINING WALLS AT	1	LS	\$110,000.00	\$110,000.00
7		FENCING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$30,000.00	\$30,000.00

Attachment 2

8	SUB-DRAIN PIPING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$10,000.00	\$10,000.00
9	CABLE HAND RAIL SYSTEM FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$9,000.00	\$9,000.00
10	CLASS II BASE PAVING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$12,000.00	\$12,000.00
11	CONSTRUCTION OF CHANNELS FOR PUBLIC WORKS LOADING DOCK AT	94	LF	\$40.00	\$3,760.00

**Bid List Name**

Bayshore Bikeway Access

**Bid List Total**

\$184,696.50

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION FOR BAYSHORE BIKEWAY AT	1	LS	\$15,000.00	\$15,000.00
2		EARTHWORK FOR BAYSHORE BIKEWAY AT	1,982	CY	\$12.00	\$23,784.00
3		PAVING OF AC BIKE PATH AT	1,970	SF	\$8.00	\$15,760.00
4		PAVING OF PARKING AREA FOR BAYSHORE BIKEWAY AT	10,661	SF	\$2.50	\$26,652.50
5		CONSTRUCTION OF NEW DRIVEWAY AND ADA PARKING PAD FOR BAYSHORE BIKEWAY AT	1	LS	\$20,000.00	\$20,000.00
6		CONSTRUCTION OF CHANNELS FOR BAYSHORE BIKEWAY AT	1	LS	\$55,000.00	\$55,000.00
7		CONSTRUCTION OF RIP-RAP ENERGY DISSIPATOR AT	2	EA	\$3,000.00	\$6,000.00
8		INSTALLATION OF RECYCLED BOLLARDS CONNECTED WITH STEEL CABLES AT	1	LS	\$4,000.00	\$4,000.00
9		EXPOSE AND PROTECT EXISTING RAILROAD TRACKS AND TIES AT	1	LS	\$5,000.00	\$5,000.00
10		RAISE EXISTING SEWER MANHOLE FRAME AND COVER AT	1	LS	\$2,000.00	\$2,000.00
11		SIGNAGE, STRIPING AND STENCILING	1	LS	\$8,000.00	\$8,000.00

12	FOR BAYSHORE BIKEWAY AT CONCRETE WHEEL STOPS FOR BAYSHORE BIKEWAY PARKING AREA AT	16	EA	-	-
13	INSTALLATION OF CUTOFF WALL AT	1	EA	\$2,000.00	\$2,000.00
14	PARK A BIKE AT	1	LS	\$1,500.00	\$1,500.00

Listed Subcontractors	Description of Work	Listing Amount	Percent of Contract	License No - Expiration
Southwest V-Ditch 3625 Placentia Lane Riverside, CA 92501	In Line Fence & Railing Co. PO Box 2637 Ramona, CA 92065	\$37,872.42	6.4%	-
Chrisp Company 2280 South Lilac Ave Bloomington, CA 92316	SealRight Paving 9053 Olive Dr Spring Valley, CA 91977	\$29,587.83	5%	-
		\$7,692.83	1.3%	-
		\$7,101.08	1.2%	-

General Contractor: **New Century Construction, Inc.**  
9119 Emerald Grove Ave  
Lakeside, CA 92040

**Bidder Status:**  
**Under Review**

Total Bid Amount: **\$602,922.00**

\* includes an allowance

Bid List Name					Bid List Total	
General Bid Section					\$18,000.00	
Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		TRAFFIC CONTROL AT	1	LS	\$2,000.00	\$2,000.00
2		MOBILIZATION AT	1	LS	\$6,000.00	\$6,000.00
3		CONSTRUCTION SURVEY STAKING AT	1	LS	\$10,000.00	\$10,000.00

Bid List Name					Bid List Total	
Public Works Yard Renovations					\$349,270.00	
Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION OF EXISTING TIMBER SUPPORTED RECYCLING RAMP AT	1	LS	\$2,000.00	\$2,000.00
2		EARTHWORK FOR NEW PUBLIC WORKS LOADING DOCK AT	1,600	CY	\$60.00	\$96,000.00
3		DEMOLITION FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$30,000.00	\$30,000.00
4		CONCRETE PAVING FOR NEW PUBLIC WORKS LOADING DOCK AT	1	LS	\$80,000.00	\$80,000.00
5			420	LF	\$12.00	\$5,040.00

6	PROTECTION OF EXISTING RAILROAD TRACK & TIES AT MECHANICALLY STABILIZED EARTH RETAINING WALLS AT	1	LS	\$79,000.00	\$79,000.00
7	FENCING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$25,000.00	\$25,000.00
8	SUB-DRAIN PIPING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$8,000.00	\$8,000.00
9	CABLE HAND RAIL SYSTEM FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$8,000.00	\$8,000.00
10	CLASS II BASE PAVING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$12,000.00	\$12,000.00
11	CONSTRUCTION OF CHANNELS FOR PUBLIC WORKS LOADING DOCK AT	94	LF	\$45.00	\$4,230.00

**Bid List Name**

**Bid List Total**

Bayshore Bikeway Access

\$235,652.00

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION FOR BAYSHORE BIKEWAY AT	1	LS	\$15,000.00	\$15,000.00
2		EARTHWORK FOR BAYSHORE BIKEWAY AT	1,982	CY	\$60.00	\$118,920.00
3		PAVING OF AC BIKE PATH AT	1,970	SF	\$3.00	\$5,910.00
4		PAVING OF PARKING AREA FOR BAYSHORE BIKEWAY AT	10,661	SF	\$2.00	\$21,322.00
5		CONSTRUCTION OF NEW DRIVEWAY AND ADA PARKING PAD FOR BAYSHORE BIKEWAY AT	1	LS	\$44,000.00	\$44,000.00
6		CONSTRUCTION OF CHANNELS FOR BAYSHORE BIKEWAY AT	1	LS	\$5,000.00	\$5,000.00
7		CONSTRUCTION OF RIP-RAP ENERGY DISSIPATOR AT	2	EA	\$2,500.00	\$5,000.00
8		INSTALLATION OF RECYCLED BOLLARDS CONNECTED WITH STEEL CABLES AT	1	LS	\$7,000.00	\$7,000.00
9			1	LS	\$2,000.00	\$2,000.00

Item #	Description of Work	Quantity	Unit	Listing Amount	Percent of Contract	License No - Expiration
10	EXPOSE AND PROTECT EXISTING RAILROAD TRACKS AND TIES AT RAISE EXISTING SEWER MANHOLE FRAME AND COVER AT	1	LS	\$1,000.00		
11	SIGNAGE, STRIPING AND STENCILING FOR BAYSHORE BIKEWAY AT	1	LS	\$8,000.00		
12	CONCRETE WHEEL STOPS FOR BAYSHORE BIKEWAY PARKING AREA AT	16	EA	-		
13	INSTALLATION OF CUTOFF WALL AT	1	EA	\$1,000.00		
14	PARK A BIKE AT	1	LS	\$1,500.00		

Listed Subcontractors	Description of Work	Listing Amount	Percent of Contract	License No - Expiration
In Line Fence & Railing Co. PO Box 2637 Ramona, CA 92065		\$28,337.33	4.7%	-
Chrisp Company 2280 South Llac Ave Bloomington, CA 92316		\$9,646.75	1.6%	-
Adkan Engineers 6879 Airport Drive Riverside, CA 92504		\$7,717.40	1.28%	-

General Contractor: **C.S. Legacy Construction, Inc**  
13263 Yorba Ave  
Chino, CA 91710

**Bidder Status: Under Review**

Total Bid Amount: **\$635,869.00**

\* marked an allowance.

**Bid List Name**  
General Bid Section

**Bid List Total**  
\$162,017.00

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		TRAFFIC CONTROL AT	1	LS	\$10,385.00	\$10,385.00
2		MOBILIZATION AT	1	LS	\$142,840.00	\$142,840.00
3		CONSTRUCTION SURVEY STAKING AT	1	LS	\$8,792.00	\$8,792.00

**Bid List Name**  
Public Works Yard Renovations

**Bid List Total**  
\$285,170.00

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION OF EXISTING TIMBER SUPPORTED RECYCLING RAMP AT	1	LS	\$11,920.00	\$11,920.00
2		EARTHWORK FOR NEW PUBLIC WORKS LOADING DOCK AT	1,600	CY	\$18.28	\$29,248.00
3			1	LS	\$14,487.00	\$14,487.00

4	DEMOLITION FOR PUBLIC WORKS LOADING DOCK AT CONCRETE PAVING FOR NEW PUBLIC WORKS LOADING DOCK AT	1	LS	\$60,166.00	\$60,166.00
5	PROTECTION OF EXISTING RAILROAD TRACK & TIES AT	420	LF	\$20.00	\$8,400.00
6	MECHANICALLY STABILIZED EARTH RETAINING WALLS AT	1	LS	\$105,140.00	\$105,140.00
7	FENCING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$21,944.00	\$21,944.00
8	SUB-DRAIN PIPING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$12,746.00	\$12,746.00
9	CABLE HAND RAIL SYSTEM FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$6,982.00	\$6,982.00
10	CLASS II BASE PAVING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$10,941.00	\$10,941.00
11	CONSTRUCTION OF CHANNELS FOR PUBLIC WORKS LOADING DOCK AT	94	LF	\$34.00	\$3,196.00

Bid List Name  
Bayshore Bikeway Access

Bid List Total  
\$188,682.00

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION FOR BAYSHORE BIKEWAY AT	1	LS	\$10,319.00	\$10,319.00
2		EARTHWORK FOR BAYSHORE BIKEWAY AT	1,982	CY	\$22.00	\$43,604.00
3		PAVING OF AC BIKE PATH AT	1,970	SF	\$8.00	\$15,760.00
4		PAVING OF PARKING AREA FOR BAYSHORE BIKEWAY AT	10,661	SF	\$2.00	\$21,322.00
5		CONSTRUCTION OF NEW DRIVEWAY AND ADA PARKING PAD FOR BAYSHORE BIKEWAY AT	1	LS	\$23,105.00	\$23,105.00
6		CONSTRUCTION OF CHANNELS FOR BAYSHORE BIKEWAY AT	1	LS	\$28,193.00	\$28,193.00

Attachment 2

7	CONSTRUCTION OF RIP-RAP ENERGY DISSIPATOR AT	2	EA	\$1,274.00	\$2,548.00
8	INSTALLATION OF RECYCLED BOLLARDS CONNECTED WITH STEEL CABLES AT	1	LS	\$19,928.00	\$19,928.00
9	EXPOSE AND PROTECT EXISTING RAILROAD TRACKS AND TIES AT	1	LS	\$8,335.00	\$8,335.00
10	RAISE EXISTING SEWER MANHOLE FRAME AND COVER AT	1	LS	\$2,253.00	\$2,253.00
11	SIGNAGE, STRIPING AND STENCILING FOR BAYSHORE BIKEWAY AT	1	LS	\$8,960.00	\$8,960.00
12	CONCRETE WHEEL STOPS FOR BAYSHORE BIKEWAY PARKING AREA AT	16	EA	-	-
13	INSTALLATION OF CUTOFF WALL AT	1	EA	\$3,201.00	\$3,201.00
14	PARK A BIKE AT	1	LS	\$1,154.00	\$1,154.00

Listed Subcontractors	Description of Work	Listing Amount	Percent of Contract	License No - Expiration
Econo Fence 5261 Pedley Rd. Riverside, CA 92509		\$44,510.83	7%	-
Champion Paving 1426 S Alec St Anaheim, CA 92805		\$31,793.45	5%	-
Adkan Engineers 6879 Airport Drive Riverside, CA 92504		\$12,717.38	2%	-
Chrisp Company 2280 South Lilac Ave Bloomington, CA 92316		\$12,717.38	2%	-

General Contractor: **Fordyce Construction**  
9932 Prospect Ave. # 138  
Santee, CA 92071

**Bidder Status: Under Review**

Total Bid Amount: **\$340,934,304.00**

\* marks an allowance

**Bid List Name**  
General Bid Section

**Bid List Total**  
\$15,000.00

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		TRAFFIC CONTROL AT	1	LS	\$4,500.00	\$4,500.00
2		MOBILIZATION AT	1	LS	\$1,500.00	\$1,500.00
3		CONSTRUCTION SURVEY STAKING AT	1	LS	\$9,000.00	\$9,000.00

**Bid List Name**  
Public Works Yard Renovations

**Bid List Total**  
\$1,197,000.00

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
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Attachment 2

1	DEMOLITION OF EXISTING TIMBER SUPPORTED RECYCLING RAMP AT	1	LS	\$5,500.00	\$5,500.00
2	EARTHWORK FOR NEW PUBLIC WORKS LOADING DOCK AT	1,600	CY	\$26.25	\$42,000.00
3	DEMOLITION FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$8,500.00	\$8,500.00
4	CONCRETE PAVING FOR NEW PUBLIC WORKS LOADING DOCK AT	1	LS	\$100,000.00	\$100,000.00
5	PROTECTION OF EXISTING RAILROAD TRACK & TIES AT	420	LF	\$100.00	\$42,000.00
6	MECHANICALLY STABILIZED EARTH RETAINING WALLS AT	1	LS	\$90,000.00	\$90,000.00
7	FENCING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$22,000.00	\$22,000.00
8	SUB-DRAIN PIPING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$8,000.00	\$8,000.00
9	CABLE HAND RAIL SYSTEM FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$8,000.00	\$8,000.00
10	CLASS II BASE PAVING FOR PUBLIC WORKS LOADING DOCK AT	1	LS	\$25,000.00	\$25,000.00
11	CONSTRUCTION OF CHANNELS FOR PUBLIC WORKS LOADING DOCK AT	94	LF	\$9,000.00	\$846,000.00

Bid List Name  
Bayshore Bikeway Access

Bid List Total  
\$339,722,304.00

Item #	Item Code	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1		DEMOLITION FOR BAYSHORE BIKEWAY AT	1	LS	\$9,000.00	\$9,000.00
2		EARTHWORK FOR BAYSHORE BIKEWAY AT	1,982	CY	\$22.00	\$43,604.00
3		PAVING OF AC BIKE PATH AT	1,970	SF	\$10,000.00	\$19,700,000.00
4		PAVING OF PARKING AREA FOR BAYSHORE BIKEWAY AT	10,661	SF	\$30,000.00	\$319,830,000.00

5	CONSTRUCTION OF NEW DRIVEWAY AND ADA PARKING PAD FOR BAYSHORE BIKEWAY AT	1	LS	\$55,000.00	\$55,000.00
6	CONSTRUCTION OF CHANNELS FOR BAYSHORE BIKEWAY AT	1	LS	\$15,000.00	\$15,000.00
7	CONSTRUCTION OF RIP-RAP ENERGY DISSIPATOR AT	2	EA	\$3,500.00	\$7,000.00
8	INSTALLATION OF RECYCLED BOLLARDS CONNECTED WITH STEEL CABLES AT	1	LS	\$22,000.00	\$22,000.00
9	EXPOSE AND PROTECT EXISTING RAILROAD TRACKS AND TIES AT	1	LS	\$25,000.00	\$25,000.00
10	RAISE EXISTING SEWER MANHOLE FRAME AND COVER AT	1	LS	\$1,500.00	\$1,500.00
11	SIGNAGE, STRIPING AND STENCILING FOR BAYSHORE BIKEWAY AT	1	LS	\$7,500.00	\$7,500.00
12	CONCRETE WHEEL STOPS FOR BAYSHORE BIKEWAY PARKING AREA AT	16	EA	-	-
13	INSTALLATION OF CUTOFF WALL AT	1	EA	\$4,500.00	\$4,500.00
14	PARK A BIKE AT	1	LS	\$2,200.00	\$2,200.00

Listed Subcontractors	Description of Work	Listing Amount	Percent of Contract	License No - Expiration
In Line Fence & Railing Co. PO Box 2637 Ramona, CA 92065				-
BGS Backhoe PO BOX 1247 Lakeside, CA 92040				-
Adkan Engineers 6879 Alrport Drive Riverside, CA 92504				-
Angus Asphalt 9959 Prospect Santee, CA 92065				-

June 27, 2013

*VIA Facsimile and U.S. Mail*

Reza Moalej  
Moalej Builders, Inc.  
4335 Van Nuys Blvd, Suite 102  
Sherman Oaks, CA 91403  
Fax: (310) 744-0106

**Re: City of Imperial Beach – Bayshore Bikeway Access Project  
Response to Bid Protest**

Dear Mr. Moalej:

I am writing in response to your protest letter, dated June 24, 2013, regarding the above referenced project. City staff disagrees with your protest letter for the reasons set forth below.

You claim that you are the only responsive bid to the project in part because of your submission of the Special Provisions (pages 50-61 of the bid invitation). You believe submission of these materials was required by page 24 of the bid invitation, which reads in part “THE COMPLETE SPECIFICATION MUST BE SUBMITTED WITH THIS PACKAGE.” This statement is listed at the bottom of, and applies to, the Bid Form (pages 21-24 of the bid invitation). The foregoing statement is provided as a reminder to bidders that all of the specifications, i.e. pricing and quantity line items on the Bid Form, must be completed. This ensures that the total bid price will be provided with the bid submission and that line by line and total bid prices can be compared amongst all bids.

The statement in question does not apply to the Special Provisions. Those provisions do not include lines for pricing or other submissions by the bidder, but rather, simply informs the bidder of various project specific requirements. Thus, the low bidder, Pacific Sierra West, Inc. submitted a responsive bid. Further, based on this determination, the issue you raised related to the 50% subcontracting limit for the third low bidder is inapplicable. Accordingly, your protest is without merit. City staff will recommend the City Council reject your protest and award the contract to the low bidder at the Imperial Beach City Council meeting on July 17, 2013 at 6 p.m.

Regards,

Hank Levien  
Public Works Director



AGENDA ITEM NO. 6.8

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY BROWN, CITY MANAGER *GB*  
MEETING DATE: JULY 17, 2013  
SUBJECT: HISTORIC REPOSITORY

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**BACKGROUND:**

On June 19 Council voted to discuss the historic repository topic requested by Mayor Pro Tem Bragg.

**DISCUSSION:**

Mayor Pro Tem Bragg has received a collection of documents and other artifacts related to Imperial Beach's history, and she's interested in housing them in a secure place that will preserve them.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

None at this time.

**CITY MANAGER'S RECOMMENDATION:**

Discuss the topic and provide direction to staff on next steps.